

# City of Warrenton Marina Advisory Committee

# **Agenda**

City Hall, 225 S. Main Warrenton, OR 97146 Monday March 11, 2025

\*\*\*The meeting will be broadcast via Zoom at the following link\*\*\*

https://us02web.zoom.us/j/81435388670?pwd=aVRMVVhxa0FUdXVhSGsrekdpWmJYQT09

Meeting ID: 814 3538 8670 | Passcode: 123456 | Dial-in Number: 253-215-8782

Public Comment: To provide public comment, participants should register prior to the meeting. All remarks will be addressed to the whole Marina Advisory Committee and limited to 3 minutes per person. The Committee reserves the right to delay any action, if required, until such time as they are fully informed on a matter. Once your public comment is submitted it becomes permanent public record.

You may provide public comment using the following methods:

- 1. In-person: Complete a public comment card and submit to the Advisory Board Secretary prior to the start of the meeting.
- Via Zoom: Register with the Secretary, at sford@warrentonoregon.us no later than 11am the day of the meeting. Please ensure that your zoom name matches the name registered to comment.

# Marina Advisory Committee Regular Meeting 2:00 PM

- 1. Call to order
- 2. Consent Calendar
  - A. Marina Advisory Committee Meeting Minutes February 2025
- 3. Public Comment
- 4. Reports
  - A. Harbormaster Report
  - B. Update on Staff Priorities
- 5. Business Items
  - A. Review of Marina Policies and Derelict Vessel Prevention
- 6. Discussion Items
  - A. Review of Joint Work Session
- 7. Good of the Order
- 8. Adjournment



# City of Warrenton Marina Advisory Committee Minutes

City Hall, 225 S. Main Warrenton, OR 97146 Monday February 24, 2025

#### 1. Marina Advisory Committee meeting called to order at 2 p.m.

Members	Present	Excused
Jen Fowler, Chair	X	
Bill Kerr	X	
Larry Ausman	X	
Mike Balensifer	X	
Lylla Gaebel	X	

Staff Members Present	
Jessica McDonald	Harbormaster
Shara Ford	Marina Office Secretary

#### 2. Consent Calendar

A. Meeting Minutes January 27, 2024

Motion:	Motion: Move to approve the consent calendar as presented.				
Moved:	Kerr				
Seconded:	Balensifer	Aye	Nay	Abstain	Recused
Vote:	Kerr	X			
	Fowler	X			
	Ausman	X			
	Balensifer	X			
	Gaebel	X			
Passed:	5/0				

#### 3. Public Comment

A. None

#### 4. Reports

- A. Harbormaster Jessica McDonalds read over her Harbormaster Report key activities:
  - i. Ms. McDonald shared the Hammond parking lot lights are now complete.
  - ii. Ms. McDonald shared an update on the Hammond dredge permits. Ms. McDonald mentioned the last dredge was 8 feet and this time it will need to be at 10 feet to help with the less silt settling in the marina. The slope on the banks will also be corrected to help maintain the basin.
  - iii. Ms. McDonald shared with the advisory committee that the city commission was very supportive in updating the marinas resolution to raise the moorage price \$3.00 more per foot for the next two years.
  - iv. Ms. McDonald shared the commercial gates estimate came in higher than expected and the project is being paused for this budget year.

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- v. Ms. McDonald noted that one of three pier ladders has been installed. The next two will be installed next week.
- B. Ms. McDonald reviewed the quarterly finance report with the committee.

#### 5. Business Items

- A. Ms. McDonald read over the proposed capital improvement projects for 2025-2031.
  - i. Ms. McDonald noted that while the Warrenton Marina generates enough user fees to cover operational costs, there are limited funds available for the Warrenton Capital Reserve Fund. With many capital projects needed, securing funding remains a priority. For the upcoming budget year, pile replacement is likely the only project we will have funding for.
  - ii. Ms. McDonald is proposing the Hammond Marina spend \$200,000 on the replacement of 40 piles if the permits come through.
  - iii. Ms. McDonald noted the future dredging of the Hammond Marian will hopefully happen at the same time as the center launch ramp and replacement of piles. This project is slated for budget year in 2026-27 and would save funds if all projects were completed together to save on mobilization costs.

Motion:	Move made to make a recommendation to bring forward capital improvement projects to the City Commission.				
Moved:	Balensifer				
Seconded:	Kerr	Aye	Nay	Abstain	Recused
Vote	Kerr	X			
	Fowler	X			
	Ausman	X			
	Balensifer	X			
	Gaebel	X			
Passed:	5/0				

#### 6. Good of the Order

- A. Balensifer would like to discuss updating the marina's insurance policy for customers.
- B. Ms. Fowler asked if the marina could declare a derelict boat a "nuisance." Ms. McDonald noted she will investigate it.

#### 7. Adjournment

There being no further business, Chair Fowler adjourned the meeting at 3:09 pm.

Approved:

Attest:		
	Jen Fowler, Chair	
Shara Ford, Marina Advisory Committee Secretary		

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# WARRENTON & HAMMOND MARINAS HARBORMASTER REPORT

MARCH, 2025 // PREPARED BY JESSICA MCDONALD



# **WARRENTON & HAMMOND MARINAS**

Harbormaster Report: March 2025

# **MONTH IN BRIEF**

#### **Introduction:**

Staff have been making excellent progress preparing docks and getting ready to launch many rebuilt sections. So far, they have completed 14 sections of 20-foot docks, totaling 280 feet, for the Hammond D Dock main walkway.

In addition, staff have been working on cleanup efforts in the dry storage areas, dismantling and removing old, rotten dock sections that are no longer usable.

Recent windstorms caused some minor damage, but staff quickly made necessary repairs to Commercial E Dock and the Hammond launch ramp. With the weather starting to improve, we are hopeful to begin launching rebuilt docks soon.

#### **Key Activities:**

- 1. Completed Projects
  - Warrenton Pier Ladders
  - Updating Resolution
- 1. Projects in Progress
  - OSMB Grant & Possibly DOT Grant
  - Hammond Dredge Permit
  - Pile Replacement Permitting in Warrenton and Hammond Marinas
  - Warrenton and Hammond Marina Redesign
  - Dock Repairs and Rebuilds



# **WARRENTON & HAMMOND MARINAS**

Harbormaster Report: March 2025

# **PROJECTS IN PROGRESS**

## **Grant Opportunities**

Staff are finalizing grant application submissions for the current grant season and will provide updates on any awarded funding in the coming months.

## **Hammond Dredge Permitting**

Surveys were conducted in the Hammond Marina on February 14, 2025. Staff are currently refining the dredge prism and preparing permits for the planned dredging project in 2026-2027.

#### **Pile Permitting**

Permits have been submitted and are awaiting final approvals.

# Warrenton and Hammond Marina Redesign:

After receiving feedback from the City Commission and Advisory Board at the joint work session on March 11, 2025, North Coast Civil will begin finalizing redesigns and preparing additional reports to incorporate into our Master Plans. Staff will continue planning for future marina improvements.

# **Dock Repairs and Rebuilds**

We have prepped over 280 feet of dock and will continue working on additional sections in the coming months. In March and April, many of these sections will be installed, and we look forward to sharing progress photos highlighting the crew's hard work!



# **WARRENTON & HAMMOND MARINAS**

Harbormaster Report: March 2025

# MESSAGE FROM THE HARBORMASTER

As we head into a busy season, I want to remind you that the Marinas Advisory Board will be taking a break from meetings between April and September. Monthly meetings will resume in the fall.

During this time, I will be balancing two major events—welcoming my baby girl in May and preparing for another successful Buoy 10 season in August. While my formal reports will be less frequent, I will continue to send important marina updates as needed to keep the board and commission informed.

Thank you all for your support, and I look forward to reconvening in the fall!

Tessica McDonald Harbornaster



## Marina Advisory Board Agenda Memo

Meeting Date: March 17, 2025

From: Jessica McDonald, Harbormaster

Subject: Review of Marina Policies & Derelict Vessel Prevention

#### **Summary:**

Mike Balensifer and the Marina Advisory Board have requested a review of the Marina's rules and insurance policies to help reduce the presence of derelict vessels. The board acknowledges the hard work staff has put into derelict vessel removal and would like to explore any policy updates that could further support enforcement efforts by staff and help prevent derelict vessels in the marina.

#### **Recommendation/Suggested Motion:**

Discussion review of Marina Rules & Policies

#### **Alternative:**

Other action as deemed appropriate by the Marinas Advisory Board

OR

None recommended

#### **Fiscal Impact:**

Stricter marina policies pertaining to derelict vessels will save the marina a lot of time and money in the long run.

#### **Attachments:**

- Yearly Moorage Agreement One time agreement kept on file for all customers
- Marina Rules & Policies
- Annual Moorage Renewal Letters Annual reminders of moorage agreement rules & renewal information for customers set out each year
- 2025 Renewal Flyers Posted online & mailed to all customers March & April
- Sample cancelation letter mailed in May



# YEARLY MOORAGE AGREEMENT

THIS MOORAGE AGREEME the City of Warrenton and the le	NT entered this	day of		, between
<b>Boat Owner/Lessee:</b>				
Name:				
Address:				
Home Phone:				
Email:				
Alternative Contact Person: (In if possible)			t you; include o	aptain and crew
Name:		Phone:		
Name:		Phone:		
Name:		Phone:		
Check Boat Type:				
<ul><li>□ Recreational</li><li>□ Commercial</li><li>□ Charter</li><li>□ Government</li></ul>				
Boat Name:		Registered in State	e of:	
Length:Beam: _	Draft:	License #/I	Ooc #:	
Verified Copy of Insurance: □				
Verified Copy of Registration:				
Harbormaster:			Date:	
Lessee:			Date:	
Office Use Only: Parth assigned:	Account Number	Darking Dags N	lumbar:	

300,000 Insurance Date:\_\_\_\_\_ Keys: \_\_\_

#### PROOF OF INSURANCE

By signing this document, I understand that I am responsible for providing City of Warrenton Marinas with a current copy of the vessel liability insurance. The vessel's insurance policy, registration and moorage agreement must all be registered in the same name. The policy shall provide comprehensive liability insurance/watercraft liability insurance in the minimum amount of \$300,000 per occurrence. City of Warrenton Marinas shall also be listed as additional insured.

Upon renewal of Boat Owner's insurance policy or a change of insurance company, a new Proof of Insurance is to be sent to Marina immediately upon receipt.

In the event Proof of Insurance is not provided, Boat Owner must remove boat from Marina until a current copy is provided. Signature(s) of All Boat Owners/Moorage Lessees is required. Signature: Date: PROOF OF REGISTRATION By signing this document, I understand that I am responsible for providing City of Warrenton Marina with a current copy of the vessels registration and that your vessel has the registration number and up to date registration decal displayed on both sides of the vessel. Per requirements of the Dept. of Rev. bill # 2457. Upon renewal of Boat Owner's registration or a change, a new proof of registration is to be sent to City of Warrenton Marina immediately upon receipt. In the event it is not provided, boat owner must remove boat from marina until a current copy is provided. Signature: Date:

#### MOORAGE TERMS AND CONDITIONS

# SECTION ONE RENT

Boat owner/Lessee shall pay Marina for the use of this moorage space at the rate of \$\_\_\_\_\_\_. Moorage payment is due prior to taking possession of marina slip and renewed each July, the moorage rates shall be determined by City of Warrenton Marinas. The lessee shall not assign or transfer this lease or any therein or sublet all or any part of the premises. Payments shall be made to marina office at (503)861-3822 or by mail to the following address:

City of Warrenton Warrenton & Hammond Marinas P.O. Box 250 Warrenton, OR 97146

#### SECTION TWO TERM

The term of the moorage shall commence on (date) and be terminated on (date). Annual moorages will be automatically renewed in July each year until the lessee notifies the marina office; renewal is pending settled account balance, and current insurance and registration on the vessel at the equivalent or above City of Warrenton requirements outlined in City Resolution NO. 2596.

The boat owner/lessee shall remain liable for the full term of this lease or any renewal regardless of whether the moorage slip is being utilized unless express agreement of early termination. The boat owner/lessee must live within 30 minutes of the marina or have a local emergency contact in case of an emergency. All commercial vessel must be actively working and have recent fish tickets to have moorage on the commercial docks.

# SECTION THREE MARINA FEES AND FACILITIES

The boat owner/lessee agrees to be reasonable for payment of additional marina charges that occur during moorage agreement. Billing statements for additional charges are sent out by the 5<sup>th</sup> of each month and are due by the end of the month. Electricity meters will be removed from the lessee's slip after 30 days of nonpayment.

**Annual Facility Usage Fee:** \$100.00 for recreational customers/\$200.00 for commercial customers billed once annually with annual moorage.

**Electricity Charges:** Electric charges for annual moorages are based on the rates established by the PUC plus a \$15 per month maintenance fee.

**Hoist Charges:** Hoists are available at the marina with an hourly rate of \$100. All hoists must be operated by a City hoist/crane operator. To use a private hoist or crane the fee is a \$100 a day. After hours hoists, weekends and holidays have an hourly rate of \$200.

**Service Dock Charges:** Annual moorage customers will not be charges for the first 24 hours of pier use, after the first 24 hours there will be a \$100 a day use fee. When using the pier for welders, painting, venders, etc. it will be considered a work slip by the marina. Work slips are \$100 per day of use and after 6 days of fee is assessed at \$200 per day

**Over the Pier Product Charges:** For every pound of seafood taken over the pier there will be a charge of \$.05. This will be charged directly to the buy/fishery/vendor or directly to the owner of the vessel.

**Dry Storages Charges:** Dry storage spaces are available to rent at a rate of \$95 per month and are limited to fishing related gear only. The boat owner/lessee will also be charged a rate of \$15 per day for net yard use.

Clean up Charges: Any debris cleanup will be charged at a rate of \$75 per hour/employee required.

**Emergency Pump Out Charges:** The City of Warrenton will only pump vessels in an emergency situation or when a vessels is in danger of sinking and the boat owner will be notified immediately. The rate for pump out is \$75 per house per employee required, with additional call out rates for holidays. After hours are a minimum of a 3 hour call out.

Late Payment Charges: There is a \$10 + 1.5% late payment fee for accounts not paid in full at the end of each month and a \$25 fee for all checks returned. Electrical accounts that are not paid within 30 days must pay a \$30 fee to reestablish power after it has been turned off.

Parking Fees: Annual moorage holders shall receive two parking passes per slip.

#### SECTION FOUR SEAWORTHINESS

Vessels moored in the marina must be completely without hazardous conditions as determined solely by the City of Warrenton, and ready for cruising in local waters. Any vessel that becomes in danger of sinking or a liability for the City of Warrenton Marinas will have moorage canceled immediately, vessel will only be allowed back into marina once the issues have been corrected. Upon approval of this moorage agreement the boat owner/lessee grants permission to the City of Warrenton to when requested to perform an on-board inspection to deem vessel seaworthiness. The Marina may require that the Moorage Customer provide, at no cost to the Marina, additional information (such as a marine survey) to establish seaworthiness.

#### SECTION FIVE BOAT OWNER'S/LESSEE'S LIABILITY AND INDEMNITY OF MARINA

Boat Owner/lessee covenants to exercise due care in the occupation of the leased moorage slip, docks and all properties. Boat Owner/lessee shall be responsible for any and all guests brought on the City of Warrenton Marinas docks or leased property and any damage done to the docks or any part thereof by Boat Owner/Lessee, his/her guests, agents, or employees.

Boat Owner/Lessee shall defend, indemnify, and hold Marina harmless against all claims, actions, proceedings, damages, penalties and liabilities, including attorney's fees and costs of litigation arising from or connected with Boat Owner's/Lessee's possession or use.

#### SECTION SIX SLIP CONDITION

Boat Owner/Lessee acknowledges that the moorage slip leased herein was inspected and has determined that the docks and the moorage space are adequate for safe moorage of his vessel and accepts the same in "as is" condition.

The lessee will keep the rented space clean, orderly and as free as possible from all flammable substances. The lessee will always preserve the space in as good condition as time of possession. Should the lessee cause damage the City of Warrenton Marinas shall repair such damage at the sole expense of the lessee.

Lessee is required to report any damage to marina slip to harbor office at time of occurrence.

#### SECTION SEVEN FAILURE TO PAY RENT

In the event Boat Owner/Lessee fails to pay rent when due, and 10 days written notice of such default has been given at the address stated above, the Marina may secure the boat to the moorage until rent has been paid.

# SECTION EIGHT MARINA BEST MANAGEMENT PRACTICES FOR A CLEAN MARINA

#### **ENGINES AND BILGES**

- Use absorbent bilge pads or socks to soak up oil and fuel
- Recycle and/or dispose of petroleum products properly
- Do Not discharge bilge water if there is a sheen to it
- Do Not dispose of any fuels or used oil in the marina's dumpsters
- Contact the Moorage office for the nearest oil recycling locations

#### **PAINTING AND VARNISHING**

- It is prohibited to do any in-water hull scraping or any process that occurs underwater which removes paint from the boat hull.
- Limit the amount of open solvents or paints on dock to one gallon or less
- Always use a drip pan and/or drop cloth (tarp) when painting
- Spray painting is not allowed within the marina
- Do Not dispose of paints or solvents in the marina's dumpster

#### **SURFACE PREPARATION**

- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps
- Liberally use tarps to capture all scrapings, debris and drips or use a vacuum sander
- Stretch tarps between the side of the boat and the dock when working over the water

#### **SEWAGE**

- Untreated sewage should never be discharged directly overboard
- Ensure Marine Sanitation Devices (MSD's) Type I and II systems are working properly and discharge the treated waste only when your boat is underway (in coastal waters and rivers navigable from the ocean). <u>Do not discharge any MSD</u> while moored in the marina
- Type III MSD's are NOT treatment systems; they are only holding tanks and are always required to use pump-out stations.
- Use shore-side facilities as often as possible

#### SOLID WASTE DISPOSAL

- Pets must remain on a leash at all times and immediately pick up after your pet and dispose of the waste in a garbage receptacle
- Harvested fish must be cleaned using the designated fish cleaning stations. All solid fish waste must be disposed of into garbage receptacles as it is illegal to dispose of fish carcasses in Oregon waterways
- Dispose of all garbage in the proper shore-side receptacles
- Recycle all plastics, newspapers, cardboard and aluminum in appropriate receptacles

#### MOORED BOAT CONDITION

- Boats shall be kept at all times in a seaworthy condition and not constitute a fire hazard, or present a reasonable risk of sinking. Marina staff can inspect boats at any time to determine compliance
- All state and federal registration/documentation shall be always kept current and the required registration decals will be visible and placed in their correct locations
- Boats not meeting these conditions can be removed from the marina at the owners expense

Thank you for helping us to protect the environment and keep a clean and enjoyable facility!

#### SECTION NINE GENERAL PROVISIONS

If the lessee shall fail to keep and perform any of the covenants or agreements herein contained, and shall fail to remedy any such default within 30 days after notice therefor by the City to the lessee, the city may, at its option declare this lease cancelled and forfeited, and the lessee's right to possession ended, without further notice to lessee and may be necessary to remove all persons or chattels therefrom and the city shall not be liable for any damages by reason of such re-entry for forfeiture.

Boat Owner/Lessee also agrees to pay and discharge all of Marina's costs and expenses, including attorneys' fees that shall arise from the enforcement of any of the provisions of this agreement, even though no suit or action is instituted.



## MARINA RULES & REGULATIONS

Amended & Adopted July 1, 2021

#### 1. General Provisions

- a. When a boathouse or watercraft enters the City of Warrenton Marinas, it immediately comes under the jurisdiction of the marina and shall be berthed or anchored only where authorized.
- b. All watercraft to be placed by lessees in rented spaces or slips must be approved by the Harbormaster before being moored.
- c. A Tenant's guest is the full responsibility of the host tenant. **TENANTS SHALL ACCOMPANY GUESTS AT ALL TIMES**.
- d. Disorderly conduct or the violation of Oregon laws by lessee, his/her guests or invitees shall be cause for their immediate removal from the Marina and termination of their lease.
- e. No disposal of any kind is allowed in Marina waters. Sanitary facilities, any fish waste/bait, or any hazardous materials will not be discharged into the Marina. It is illegal to discharge gray water into Oregon waterways.

#### f. <u>Dumpsters</u>

- i. Only garbage and recycling generated in the Marina shall be deposited in containers supplied for that purpose.
- ii. Household garbage, construction debris, tires and nets SHALL NOT BE PLACED in, or alongside, the Marina garbage and recycling containers. If this occurs a fine of \$75.00/per employee/hour, plus cost of proper disposal will be assessed.
- iii. Overfilling the dumpster or placing overflow garbage along side the dumpster will also result in a \$75.00/per employee/hour, plus cost of proper disposal clean-up charge.
- g. <u>Pets:</u> All pets in the Marina are required to be always on a leash while on Marina owned docks. Pet owners shall immediately cleanup and dispose of all animal waste to proper disposal containers. Placing this material in the waters of the State of Oregon is

prohibit.

Tenants and/or their guests violating this rule will not be allowed to bring pets in the Marina for the balance of their lease term and could lose their lease.

#### h. *Persons under the age of 12*

- i. Must be always accompanied by a responsible adult, regardless of whether such persons are identified as a family member of or guest of a Tenant.
- ii. Must always wear a life jacket while in the Marina.

#### i. Parking:

- i. Tenants shall park vehicles in the parking lot adjacent to the Marina.
- ii. The Marina is not liable for any theft or damage.
- j. Any boathouse or watercraft that sinks in the Marina shall be removed by the owner at his or her expense.
- k. No mooring space at The City of Warrenton Marinas may be subleased by tenant to any third party.
- 1. The sale of a vessel does not transfer the slip to new owner. The new owner must meet all marina requirements of new annual customers
- m. The City of Warrenton Marinas Harbormaster may issue a "trespass notice" to any person in the Marina for reasons they deem sufficient, they would be subject to arrest for trespass, and this would be true even if a tenant desires for the person so noticed to be present in the Marina.

#### 2. All New Marina Annual Customers:

- a. All new Marina tenants shall provide proof of the following before lease agreement being authorized:
  - i. Vessel ownership: a copy of the sales contract or bill of sale and title.
  - ii. Current copy of vessel liability insurance with the min limit of \$300,000.00
  - iii. Copy of current watercraft registration.
  - iv. Current photo of watercraft
  - v. Proof of residency within 30 minutes of Marinas or local emergency contact.
  - vi. To demonstrate seaworthiness, at least once between June-August, watercraft must be moved out of its slip and back, using its own power.

#### 3. Vessel Conditions

- a. Vessel **MAY NOT** be used as residences <u>as defined by ORS 09.100 and further defined by ORS 830.700</u>. Overnight stays are limited as follows:
  - i. No more than 14 stays in a one-month period.
- b. Vessel within the Marina must be operated at a speed so as not to create a wake.
  - i. Reported violators will be given one verbal warning to adhere to an appropriate speed; a written notice will be issued for a second reported violation; and report of a third violation will be met with cancelation of moorage.
- c. Vessels in the Marina shall be operated according to United States Coast Guard Rules and Regulations.
- d. Vessels will comply with the following best management practices from the Oregon Clean Marinas:

#### i. Engines and Bilges

- Use absorbent bilge pads or socks to soak up oil and fuel
- Recycle and/or dispose of petroleum products properly
- Do Not discharge bilge water if there is a sheen to it
- Do Not dispose of any fuels or used oil in the marina's dumpsters
- Contact the Moorage office for the nearest oil recycling locations

#### ii. Painting and Varnishing

- It is prohibited to do any in-water hull scraping or any process that occurs underwater which removes paint from the boat hull.
- Limit the amount of open solvents or paints on dock to one gallon or less
- Always use a drip pan and/or drop cloth (tarp) when painting
- Spray painting is not allowed within the marina
- Do Not dispose of paints or solvents in the marina's dumpster

#### iii. Surfacing Preparation

- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps
- Liberally use tarps to capture all scrapings, debris and drips or use a vacuum sander
- Stretch tarps between the side of the boat and the dock when working over the water

#### iv. Sewage

- Untreated sewage should never be discharged directly overboard
- Ensure Marine Sanitation Devices (MSD's) Type I and II systems are working properly and discharge the treated waste only when your boat is underway (in coastal waters and rivers navigable from the ocean). Do not discharge any MSD

- while moored in the marina
- Type III MSD's are NOT treatment systems; they are only holding tanks and are always required to use pump-out stations.
- Use shore-side facilities as often as possible

#### v. Solid Waste Disposal

- Pets must remain on a leash at all times and immediately pick up after your pet and dispose of the waste in a garbage receptacle
- Harvested fish must be cleaned using the designated fish cleaning stations. All solid fish waste must be disposed of into garbage receptacles as it is illegal to dispose of fish carcasses in Oregon waterways
- Dispose of all garbage in the proper shore-side receptacles
- Recycle all plastics, newspapers, cardboard and aluminum in appropriate receptacles

#### vi. Moored Boat Condition

- Boats shall be kept at all times in a seaworthy condition and not constitute a fire hazard, or present a reasonable risk of sinking. Marina staff can inspect boats at any time to determine compliance
- All state and federal registration/documentation shall be always kept current and the required registration decals will be visible and placed in their correct locations
- Boats not meeting these conditions can be removed from the marina at the owners expense
- e. Vessels moored in the Marina must, always, be operable and maintained in a seaworthy condition and not constitute a safety, fire, or health hazard, or present a risk of sinking. The Marina may ask the customer to demonstrate the seaworthiness of their watercraft at any time. The watercrafts hull, keel, decking, cabin, and mast must be structurally sound and free from dry rot or other similar defects or deficiencies. If the watercraft does not comply with these conditions, the customer must immediately remove their watercraft from the Marina for repair. If the Marina is of the opinion that the watercraft is hazardous to Marina property or facilities, other watercraft, or persons, it will be denied permission to remain on Marina property and be required by the Marinas to be removed from the Marina at the owner's expense upon receipt of written request from the Marina. If a watercraft owner has been requested to remove their watercraft from the Marina but is unavailable to do so or refuses to act upon such request, the Marina, has the right to cause removal of the watercraft from the Marina at the owner's expense, and to terminate the moorage lease.
- f. All watercrafts shall be moored to the Marina's dock in a secure manner with the appropriate number of mooring lines.

#### 4. Prohibited

- a. **SWIMMING IS PROHIBITED** in all areas of the Marina.
- b. Boathouses and/or watercraft not marked or identified as required by law will not be permitted within the Marina
- c. No additional moorage cleats or tie-ups to be added to the docks in the open moorage areas. If additional cleats are needed, they shall be installed and maintained by the Marina.
- d. Wood-burning stoves, wood-burning fireplaces and all open burning is prohibited in the Marina. This includes any open flame fire pits.
- e. No fishing will be permitted in a manner endangering individuals or impeding the movement of watercraft within the Marina.

#### 5. <u>Emergencies:</u>

- a. The Marina has the right to require inspection of any boathouse and/or watercraft in the Marina to ensure seaworthiness and adherence to safety, fire, and health requirements, at the owner's expense.
- b. In case of an emergency requiring immediate action and/or repairs to lessee's boathouse or watercraft, to protect Marina's property or the property of other Marina lessees, the Marina, shall have the right to perform said emergency actions and/or repairs and charge all costs to lessee.
- c. The City of Warrenton Marinas is not responsible for any loss or damage to boathouse or watercraft in the Marina. Each owner will be held responsible for damage which he/she may cause to other boathouses or watercraft in the Marina or for damage to any structure.
- 6. All Marina Rules and Regulations are enacted, reviewed, and revised from time to time by the City of Warrenton. The Marina Rules and Regulations have been expressly adopted:
  - a. To provide for the orderly and safe use by the Customers of the Marina and the parking areas and other property adjacent to it.
  - b. To provide for the maintenance and improvement of the visual and aesthetic appearance of the Marina and surrounding properties near it
  - c. To provide for the protection of the Marina's improvements and properties within the Marina properties.

- d. To provide and protect the general use and enjoyment of the space and slip rentals within the Marina for the benefit of Marina Customers; and
- e. To provide for the benefit of the public, regarding safety, health, and welfare within the Marina and on the Port's properties nearby.





#### ANNUAL MOORAGE RENEWAL

Please complete the following form and return it to the Marina Office by **June 1, 2025** for Annual Moorage to Renewal July 1, 2025

<b>BOAT OWNER:</b>		
Name:		
Slip Number:		
PLEASE COMPLETE T	HE FOLLOWING:	
Address:		
	Cell Phone:	
Email:		
Alternative Contact Person: (In if possible)	event of emergency and we are unable to contact you; include captain and cre	W
Name:	Phone:	
Name:	Phone:	
Name:	Phone:	
ATTACH A COPY OF T	HE FOLLOWING DOCUMENTS:	
Copy of Current Insurance:		
Copy of Current Oregon Regist	ation: $\square$	

#### **ANNUAL MOORAGE FEES**

#### Payments will only be accepted after July 1st 2025

**Annual Moorage Fee:** \$51.00 per foot for recreational customers. \$54.00 per foot for commercial customers. Annual Moorage is billed once annually and calculated on the overall vessel length or slip length, whichever is greater.

**Annual Facility Usage Fee:** \$100.00 for recreational customers/\$200.00 for commercial customers billed once annually with annual moorage.

#### **RENEWAL TERMS AND CONDITIONS**

Terms and Conditions are directly from current moorage agreement on file for all annual moorage customers and are just meant as a reminder for 2025 renewal

Renewal is pending settled account balance, and current insurance and registration on the vessel at the equivalent or above City of Warrenton requirements outlined in City Resolution NO. 2700.

The boat owner/lessee shall remain liable for the full term of this lease or any renewal regardless of whether the moorage slip is being utilized unless expressly terminated prior to July 15, 2025. No refunds will be given for moorage after August.

The boat owner/lessee must live within 30 minutes of the marina or have a local emergency contact in case of an emergency.

All commercial vessels must be actively fishing to renew moorage slip.

#### **SEAWORTHINESS**

Vessels moored in the marina must be completely without hazardous conditions as determined solely by the City of Warrenton, and ready for cruising in local waters. Any vessel that becomes in danger of sinking or a liability for the City of Warrenton Marinas will have moorage canceled immediately, vessel will only be allowed back into marina once the issues have been corrected.

#### **SLIP CONDITION**

Boat Owner/Lessee acknowledges that the moorage slip leased herein was inspected and has determined that the docks and the moorage space are adequate for safe moorage of his vessel and accepts the same in "as is" condition.

The lessee will keep the rented space clean, orderly and as free as possible from all flammable substances. The lessee will always preserve the space in as good condition as time of possession. Should the lessee cause damage the City of Warrenton Marinas shall repair such damage at the sole expense of the lessee.

Lessee is required to report any damage to marina slip to harbor office at time of occurrence.

Signature:	Date:

#### **MARINA RULES & PRACTICES**

#### SLIP ASSIGNMENT

- Vessels are permitted to moor in only their slips assigned by the Harbormaster.
- Vessels may be reassigned berthage by the Harbormaster for the proper and full utilization of the basin.
- The City of Warrenton retains the right to assign berthage to transient vessels in any unoccupied slip available.
- Moorage or berthing spaces shall not be sublet, transferred or used by more than one tenant without prior written approval of the Harbormaster

#### **ENGINES AND BILGES**

- Use absorbent bilge pads or socks to soak up oil and fuel
- Recycle and/or dispose of petroleum products properly
- Do Not discharge bilge water if there is a sheen to it
- Do Not dispose of any fuels or used oil in the marina's dumpsters
- Contact the Moorage office for the nearest oil recycling locations

#### PAINTING AND VARNISHING

- It is prohibited to do any in-water hull scraping or any process that occurs underwater which removes paint from the boat hull.
- Limit the amount of open solvents or paints on dock to one gallon or less
- Always use a drip pan and/or drop cloth (tarp) when painting
- Spray painting is not allowed within the marina
- Do Not dispose of paints or solvents in the marina's dumpster

#### SURFACE PREPARATION

- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps
- Liberally use tarps to capture all scrapings, debris and drips or use a vacuum sander
- Stretch tarps between the side of the boat and the dock when working over the water

#### **SEWAGE**

- Untreated sewage should never be discharged directly overboard
- Ensure Marine Sanitation Devices (MSD's) Type I and II systems are working properly and discharge the treated waste only when your boat is underway (in coastal waters and rivers navigable from the ocean). <u>Do not discharge any MSD</u> while moored in the marina
- Type III MSD's are NOT treatment systems; they are only holding tanks and are always required to use pump-out stations.
- Use shore-side facilities as often as possible

#### **SOLID WASTE DISPOSAL**

- Pets must remain on a leash at all times and immediately pick up after your pet and dispose of the waste in a garbage receptacle
- Harvested fish must be cleaned using the designated fish cleaning stations. All fish waste must be disposed of into garbage receptacles as it is illegal to dispose of fish carcasses in Oregon waterways. Any violation will be immediate cancellation of moorage.
- Dispose of all garbage in the proper shore-side receptacles
- Recycle all plastics, newspapers, cardboard and aluminum in appropriate receptacles

#### MOORED BOAT CONDITION

- Boats shall be kept at all times in a seaworthy condition and not constitute a fire hazard, or present a reasonable risk of sinking. Marina staff can inspect boats at any time to determine compliance
- All state and federal registration/documentation shall be always kept current and the required registration decals will be visible and placed in their correct locations
- Boats not meeting these conditions can be removed from the marina at the owners expense

Thank you for helping us to protect the environment and keep a clean and enjoyable facility!



# **MOORAGE RENEWAL 2025**

As we prepare for annual moorage renewals in July 2025, please be aware that we will be reaching out to all vessel owners to confirm that their vessels are operational and capable of moving from their slip under their own power. Vessels will be required to complete a figure 8 outside of the basin in June 2025 to be eligible for renewal and will be required to vacate the marina if the vessel is not operational.

Additionally, all vessels moored for more than 90 days must have a valid Oregon registration. Marina users must also provide proof of valid insurance that meets all City requirements.

Thank you for your cooperation in maintaining a safe and well-functioning marina.







May 1, 2025

NAME ADDRESS TOWN

Re: Annual Moorage Cancelation

Dear NAME:

The City of Warrenton Marinas will not be renewing your mooring slip SLIP for VESSEL NAME/REGISTARTION on July 1, 2025. Due to ACCOUNT BEING OVER 90 DAYS/VESSEL NOT IN SEAWORTHY CONDITION/FAILURE TO PROVIDE CURRENT INSURANCE/REGISTRATION.

Please make other arrangements for your vessel's moorage after June 30, 2025 and please understand you are still responsible for any cost that occur related to your vessel's moorage until the vessel is removed. If the vessel is not removed by June 30, 2025 the you will be charged a daily rate of \$AMOUNT per day. If your account is over 90 days past due the seizure process may begin on your vessel.

Please contact the harbor office if you have any questions at (503) 861-3822

Sincerely,

Jessica McDonald Harbormaster City of Warrenton Marinas