

**PORT OF GARIBALDI ORDINANCE #15
RULES AND REGULATIONS GOVERNING THE USE OF PORT PROPERTIES AND
FACILITIES
(AS AMENDED March 2026)**

WHEREAS, the Port of Garibaldi is a duly organized municipal corporation of Tillamook County, Oregon; the owner of certain real and personal property; the operator and administrator of and for certain real and personal property, and the facilities thereon, located within Tillamook County; and

WHEREAS, certain properties, facilities and equipment of the Port are public facilities and/or are operated as public facilities and/or are open to the public; and

WHEREAS, it is in the best interest of the citizens of the district of this Port and the public generally to have certain ordinances and regulations regarding and relating to the use, occupancy, and presence on or about Port properties and/or facilities codified;

NOW, therefore, the Port of Garibaldi hereby ordains as follows:

1. This ordinance shall be called "Rules and Regulations Governing the Use of Port Properties and Facilities."
2. The purpose of these rules and regulations is to secure the most effective control and management of the properties and facilities of the Port, and by the adoption and publication hereof to advise the general public and citizenry of these rules and regulations.
3. If, but only if, any section hereof is inconsistent with any law or regulation enacted by the United States or the State of Oregon, then such section shall be construed, superseded, or governed thereby. Nothing contained herein limits the power of the Port Commission.

INTERPRETATION: If any section or part thereof of these rules and regulations is inconsistent with any laws of the State of Oregon, or of the United States, or any rules, regulation or standard established pursuant thereto, such section, or part thereof shall be construed, superseded, or governed thereby. Nothing contained in this Ordinance shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws or as a limitation of the powers of the Port Commission or management.

SEVERABILITY: The provisions of these rules and regulations are severable and if any portion or the application thereof to any person or property is held invalid for any reason, the validity or the remainder of these rules and regulations or the application of such remainder to other persons or property shall not be affected.

APPLICATION: These rules and regulations are applicable to all properties and facilities of and in the Port of Garibaldi District. All vessels and persons entering or using the facilities shall be subject to the policies herein defined.

AVAILABILITY OF ORDINANCE: Anyone may inspect a copy of these rules and regulations at the Port of Garibaldi office. Copies may be obtained for a fee upon request.

CONSTRUCTION: Unless otherwise required by the context or any particular provision, the words or phrases defined in Part I: Definitions, have the meanings as set forth therein. The use of any gender shall include all genders; the singular shall include the plural, and the plural shall include the singular; and the provisions of this Ordinance shall apply - to individuals, partnerships, associations, and corporations alike.

TABLE OF CONTENTS

SECTION NUMBER & TITLE.....	PAGE
PART I: DEFINITIONS	4
PART II: MOORAGE AND HARBOR SERVICES	9
PART III: FEES, RATES, CHARGES	21
PART IV: PUBLIC PIERS, WHARVES AND DOCKS	21
PART V: COMMERCIAL MOORAGE RULES.....	23
PART VI: RECREATIONAL DOCK RULES	26
PART VII: CHARTER RULES.....	27
PART VIII: GUEST MOORAGE RULES	29
PART IX: FUELING OF VESSELS	30
PART X: INSURANCE REQUIREMENT.....	32
PART XI: TARIFFS	33
PART XII: CLAUSE PARAMOUNT	33
PART XIII: SPECIFIC RULES AND REGULATIONS	33
PART XIV: FISH CLEANING STATION RULES & REGULATIONS.....	44
PART XV: ENVIRONMENTAL BEST MANAGEMENT PRACTICES.....	46
PART XVI: PORT OF GARIBALDI RV PARK RULES AND REGULATIONS	47
PART XVII: PLAYGROUND RULES & REGULATIONS.....	50
PART XVIII: PORT PROPERTY RECREATIONAL USE; LIABILITY IMMUNITY.....	51

PART I: DEFINITIONS

ABANDONED: Shall mean left or given up with no reasonable appearance of an intent to return or reclaim. A vessel or motor vehicle or other personal property shall be deemed abandoned if left on or in Port facilities without identification or evidence of ownership and without notification to the Port of intent to leave; or without permission to moor at the Port; or without payment of fees for storage and/or moorage.

ACTIVE FISHING VESSEL: A vessel which is engaged in a bona fide commercial fishing operation under one or more valid licenses, which may include, but are not limited to, a current or previous season vessel fishing license, current season fish tickets, landing permits, or other proof to establish fishing activity.

AUTHORIZED PERSONS: Port Staff, City of Garibaldi staff, vessel owners, vessel operators, vessel crewmembers, paid charter passengers, paid contractors, and emergency personnel.

CHARTER BOATS: Shall mean any boat carrying passengers for hire or without hire, including guide boats.

COMMERCIAL BOATS: Shall mean insurable vessels actively engaged in commercial fishing, holding a valid commercial fishing license or fishery permits, and lawfully authorized by the United States Coast Guard to operate as commercial fishing vessels. Such authorization includes compliance with applicable Coast Guard documentation, registration, inspection, and safety requirements. A Certificate of Inspection is required only when mandated by federal law.

COMMERCIAL DOCKS: Shall mean docks with moorage slips assigned only to boats actively fishing commercially.

CROSS-TYING: Means securing a vessel by use of mooring lines attached to docks, pilings, cleats, or other structures outside the vessel's assigned slip or authorized berth, including lines that cross or obstruct adjacent slips, access, walkways, or berthing areas. Cross-tying does not include temporary emergency measures necessary to prevent damage or injury, provided the Port is notified as soon as practicable

DEFAULT: Shall mean the failure of a vessel owner, operator, or tenant to comply with the terms of a Port Moorage Agreement, lease, or other contractual obligation with the Port. Default includes but is not limited to non-payment of fees or charges when due; violation of Port rules, regulations, or ordinances; failure to maintain required insurance or vessel documentation; abandonment of a vessel; or any other material breach of agreement with the Port.

DISTRESS: Shall mean a state of disability which if unduly prolonged could endanger life or property or become a hazard to navigation or a source of pollution if sunk.

DOCKS (FLOATING): Docks are floating structures that may be accessed by a gangway. Docks are normally attached to piling or other load-bearing structures that allow the structure to float with the tides.

DRAFT: Shall mean the depth of a vessel keel below the water line especially with a heavy load.

EMERGENCY: Shall mean a state of prominent danger to life or property or navigation in which time is of the essence.

FEE SCHEDULE: Shall mean moorage and harbor services, rates, fees, and charges as determined from time to time by motion of the Board of Commissioners of the Port.

GEAR: All manner of fishing accessories, electronics, netting, and other items used or intended to be used for marine activity or such items necessary or convenient for the use of the vessel.

GUEST MOORAGE: Short-term berthage, for use of moorage facilities whereby the vessel is granted authority to moor but does not enter into an annual Port Moorage Agreement but is required to register and sign a Guest Vessel Mooring Agreement.

GUEST VESSEL OR GUEST BOAT: Any vessel using a Port Moorage facility, and which belongs to an owner/operator who does not have an annual Port Moorage Agreement with the Port. Guest vessels or guest boats include but are not limited to: (1) vessels seeking a harbor of refuge, (2) day(s) use or overnight(s) use of a moorage facility in a space on available basis, and (3) commercial vessels waiting for annual port moorage.

HARASSMENT OF PORT STAFF: **Shall** mean any verbal, written, or physical conduct directed at Port staff, elected officials, contractors, or other officials that creates an intimidating, hostile, or offensive working environment. This includes, but is not limited to threats, insults, coercion, obscene language, unwanted physical contact, or repeated disruptive behavior interfering with staff duties.

HARBOR: Shall mean the Port of Garibaldi and all of its facilities, including but not limited to the RV Park, parking lots, storage facilities, rest rooms, and docks.

HARBOR AREA: Shall mean all water and land areas under the ownership of or leased by the Port.

HAZARDOUS VESSEL: A vessel which is determined by the Port Manager to be unseaworthy or in a state of disability which if unduly prolonged could endanger the marine environment or life or property or become a hazard to navigation.

INDUSTRIAL WASTE: Shall mean any liquid, gaseous or solid waste substances or combination thereof resulting from any process of industry, manufacturing, trade, agricultural or agricultural operation or business, or from the development or recovery of

any natural resources, which may cause or might reasonably be expected to cause pollution of the harbor properties or the waters controlled by the Port of Garibaldi.

INTERNATIONAL VESSELS: Shall mean any vessel registered, documented, or flagged in a country other than the United States that enters, moors, or otherwise utilizes the Port of Garibaldi facilities. International vessels shall comply with all Port ordinances, U.S. Coast Guard regulations, U.S. Customs and Border Protection requirements, and other applicable federal and state laws while within the Port.

LITTER: Shall mean any and all types of debris and substances, whether liquid, gaseous or solid or a combination thereof, including but not limited to garbage, refuse, rubbish, glass, cans, bottles, paper and paper products, wrappings, decayed wood, sawdust, shavings, bark, cement, lime, cinders, ashes, offal, oil, tar, dyestuffs, acids, chemicals, shrimp shells, dead animals or fish carcasses or parts thereof, manure, human or animal wastes, putrid, decaying or deleterious substances or matter, petroleum wastes, or any machinery, appliances or automobiles or parts thereof, or any other substances which may render the harbor properties or waters controlled by the Port unsightly, noxious, or otherwise unwholesome or to the detriment of the Public health and welfare.

LIVE-ABOARD: Shall mean the use of a vessel for sleeping overnight, preparation of food, or any other activity normally associated with temporary or permanent lodging, whether continuous or intermittent. For purposes of this Ordinance, permanent live-aboards are prohibited, and temporary live-aboards in excess of seventy-two (72) hours require prior permission from the Port.

MOORAGE: Shall mean any place where a vessel lies when at anchor or is made fast to a dock or is laid alongside another vessel made fast to a dock; and shall include side and multi-side ties.

MOORAGE CLASSIFICATIONS: Moorage at the Port of Garibaldi boat basin is classified as Commercial, Charter, Sport, and Guest. The owners and/or operators of boats which have permanent or guest moorage in the Port's boat basin are bound by these rules.

MOORAGE FACILITIES: Shall mean those facilities of the Port of Garibaldi where vessels may moor to wharves, docks, pilings, and finger piers in assigned or designated spaces.

OPERABLE: Means capable of maneuvering under a vessel's own power. All vessels shall demonstrate operability by getting underway under their own power at least once a year or as may be requested by the Port.

OPERATOR: Any person who claims, expressly or otherwise, lawful care, custody, or control of a vessel by virtue of legal title, equitable interest, lease, or charter therein which entitles them to possession or has authority over the operation of the vessel pursuant to authority of the legal or equitable owner or charterer.

OVERALL LENGTH: Shall mean the distance from the foremost part of the bow (including the bow sprit) to the aft most part of the stern (including trimmed up outboards/lower units), regardless of keel length and regardless of registered or documented length.

OVERALL WIDTH: Shall mean the distance between the widest point of each side of the vessel (including gear and rigging), regardless of registered or documented width.

OWNER: The person or entity that owns the vessel as determined by applicable State or Federal law and is listed on the vessel's title or documentation.

PERMANENT MOORAGE: Shall refer to those boats for which a moorage fee for one year's rent (August 1 through July 31) is charged and paid to the Port on or before August 10 of each year in advance.

PIERS: Piers are structures elevated over water normally supported by piling.

PORT: Shall mean the Port of Garibaldi and its elected Commission, its staff, and includes all lands, properties and facilities owned or operated by the Port District of Garibaldi.

PORT COMMISSION: The elected governing body of the Port District, vested with the powers and duties provided under the Port's Resolutions and Ordinances and the laws of the State of Oregon, including Oregon Revised Statutes Chapter 777, responsible for the policy direction, governance, and oversight of Port operations, property, finances, and harbor facilities.

PORT DISTRICT RESIDENT: Shall mean any individual who maintains their primary residence within the boundaries of the Port of Garibaldi District, as established under Oregon law. Proof of residency may be required in the form of a driver's license, utility bill, tax statement, or other acceptable documentation.

PORT MANAGER: The administrative officer appointed by the Port Commission to manage and supervise the operations, facilities, and personnel of the Port of Garibaldi and to implement the policies and directives of the Commission pursuant to the authority of Oregon Revised Statutes Chapter 777. The Port Manager may delegate assigned duties to authorized Port staff unless otherwise restricted by the Commission.

PORT SAFETY AND SECURITY OFFICER: Shall mean the official hired by the Port to serve as Port Safety and Security Officer and any deputy Harbormaster, Port security officer or other employee authorized or designated by the Harbormaster or Port Manager to enforce the provisions of this Ordinance.

PORT MOORAGE AGREEMENT: Shall mean an agreement between the boat owner or operator and the Port of Garibaldi for the use of and payment for moorage on a long-term (annual) contract or short- term guest mooring agreement.

PRODUCTION RECORD: Shall mean a record produced by a fish buyer, Oregon Dept. of Fish & Wildlife, or State of Oregon verifying commercial fishing activity in the current year.

RESIDENT VESSEL: Shall mean any vessel holding a long-term (annual) Port Moorage Agreement with the Port of Garibaldi.

SEAWORTHY: Shall mean that a vessel is structurally sound, maintained in a safe and serviceable condition, and fit for navigation on navigable waters. A seaworthy vessel shall have a hull, keel, decking, cabin, mast, superstructure, and fittings that are free from substantial deterioration, including but not limited to rusting, rot, delamination, or other structural failure. A vessel must also be operable under its own power or sail, with propulsion, steering, and safety systems in working order. For purposes of this Ordinance, any vessel that is incapable of safe operation, poses a risk of sinking, creates a hazard to navigation, threatens the marine environment, or is otherwise determined by the Port Manager or designee to be unfit for use shall be deemed unseaworthy.

SEWAGE: Shall mean water, chemical, or other liquid carried, human or animal wastes from vessels, motor vehicles, trailers, residences, buildings, industrial or commercial establishments or other places with such ground water infiltration and surface water as may be present.

SHALL AND MAY: "Shall" is mandatory. "May" is permissive.

THEFT OF SERVICES: A person commits the crime of theft of services if with intent to avoid payment, therefore, the person obtains services that are available only for compensation.

UNDERWAY: Shall mean the condition of a vessel, not at anchor, without moorings, and not made fast to the shore or ground.

VESSEL: Shall mean every description of watercraft, other than seaplanes, in the water used or capable of being used.

VESSEL OWNER/OPERATOR: Shall mean any person who claims, expressly or otherwise, lawful care, custody, or control of a vessel by virtue of legal title or equitable interest therein which entitles him to possession.

VIOLATION VESSELS: Shall mean any vessel that is in breach of Port policy, ordinance, regulation, or the terms of a Port Moorage Agreement. A violation vessel includes, but is not limited to: vessels moored without authorization or payment; vessels that fail to register as required; vessels determined to be unseaworthy or hazardous; vessels involved in pollution, harassment, or unsafe practices; or vessels whose owners or operators have failed to comply with lawful directives of the Port.

WHARVES: Wharves are structures elevated over water normally supported by piling that serve as an extension of upland surface area.

PART II: MOORAGE AND HARBOR SERVICES

1. **REGISTRATION:** Guest Vessel Mooring Agreements are available at the Port office and/or at the top of the ramps. All guest vessels must register within two hours of arrival. Annual Port Moorage Agreements are only available at the Port office.
 - (A) Owner/operator of vessel shall provide to the Port current and valid documentation and/or registration, current billing information, owner/operator's name, residence and mailing address, telephone number, proof of ownership, and registrant's driver license number. The name, number, type, dimension, description, and uses of the vessel, as well as the name and phone number of the insurance company or agent of record for the vessel, shall be provided at the time of registration. The Port may ask for optional information including date of birth and social security number. If the registering person is an operator, owner authorization for moorage and other charges must be made available upon request of the Port.
 - (B) Owner/operator of vessel shall provide notice to the Port of the physical condition of the vessel, including any structural concerns which could result in damage if the vessel is towed or dry docked. This notice shall be updated from time to time by the owner/operator when condition of vessel changes and shall constitute permission for the Port to move or dry dock the vessel for reasons described elsewhere in this Resolution.
 - (C) Owner/operator of an international vessel shall register with the Port of Garibaldi immediately upon arrival and in no case later than two (2) hours after mooring. Vessel owner/operator shall provide to the Port current and valid vessel documentation from the country of origin, documentation of clearance with United States Customs and Border Protection, last port of departure, and proof of valid liability insurance covering operations in U.S. waters. International vessels shall be subject to all Port fees and charges in accordance with the Port Fee Schedule. Payment must be made in U.S. currency or by an acceptable financial instrument approved by the Port. Crew and passengers of international vessels shall comply with all Port ordinances/regulations, and applicable federal, state, and local laws while on Port property. Failure to comply may result in termination of moorage privileges, removal of the vessel, or referral to appropriate law enforcement authorities.
2. **PORT MOORAGE AGREEMENTS:** No person shall moor a vessel at Port of Garibaldi facilities without first having entered into a Port Moorage Agreement with the Port in form and manner provided by the Port. Moorage holders shall submit an annual renewal form with any changes to their account or otherwise note that no changes have occurred along with their pre-payment of fees. Said Port Moorage Agreement for the initial period of moorage and thereafter upon pre-payment of fees and receipt of renewal form shall continue as the Port Moorage Agreement

under which the owner/operator of the vessel or property agrees to abide.

- (A) The Port may issue or renew a Port Moorage Agreement for up to but not exceeding one (1) year. Upon expiration of the period stated therein, the Port Moorage Agreement and all rights of the permittee thereunder shall automatically terminate unless pre-payment for an additional term has been accepted by the Port. If the Port Moorage Agreement is not renewed, moorage shall be charged based on the applicable guest rate while the Port attempts to remove and/or possess the vessel. No Port Moorage Agreement shall be renewed unless the conditions of the original issuance are met nor shall a Port Moorage Agreement be issued or renewed unless all fees and charges due and payable are paid. If owner replaces the vessel assigned to the stall with a vessel which does not fit in the stall, the new vessel shall lose its moorage. If the annual renewal fee is not pre-paid, the agreement shall also be considered past due. (Part II(3)(A))
- (B) The Port Moorage Agreement shall allow the use of the moorage facility for moorage purposes only and shall grant no further rights, privileges or uses. Additional uses shall not be allowed except as specifically permitted by the Port of Garibaldi or as otherwise described in this Ordinance.
- (C) Port Moorage Agreements are not transferable; however, the Port by way of action by its commission, may authorize transfer to a family member (husband, wife, child, or children) if the Port finds there are specific circumstances which warrant making the exception. Charter boats on charter dock and Commercial boats on "A" and "B" docks are transferable in accordance with Part V and Part VII of this Ordinance. Any person or lessee who transfers or attempts to transfer a Port Moorage Agreement shall be subject to penalty as provided in this Ordinance. Sale of a vessel covered by a Port Moorage Agreement transfers no rights or privileges in said agreement, nor does it guarantee transfer of the moorage agreement to a new owner. All moorage transfers are subject to review and approval by the Port Commission.
- (D) Port Moorage Agreements shall be issued to the named owner or owners of a vessel or property and shall be valid only for a specific vessel.
- (E) Moorage spaces may be reassigned at the option of the Port if the orderly administration of the moorage facility so requires. Lessee may apply for reassignment; however, reassignment is not a right or privilege of the Port Moorage Agreement. If the owner/operator of the vessel does not consent to the reassignment, the Port Moorage Agreement shall automatically terminate, owner/operator shall remove the vessel from the assigned moorage space, and the owner/operator shall receive a refund of moorage on a pro-rata basis, less any payments due to the Port.

- (F) A Port Moorage Agreement may be canceled by a vessel or property owner/operator or by the Port if a vessel or property owner/operator is in default upon thirty (30) days written notice to the Port. Refund of Port Moorage Agreement consideration, if any, shall be the difference between the monthly charges for the period the moorage was canceled and the annual moorage charged.
- (G) Transfer of moorage location is allowed only as authorized by the Port Manager and/or designee.
- (H) The Lessee may allow their moorage to be used by another owner/operator, however, the lessee may not collect a fee for this use. The Port must be notified by the lessee, and the Port will collect a guest fee for the temporary use.
- (I) When a vessel other than the Lessee's vessel is occupying a leased slip, the Lessee shall be responsible for ensuring the guest vessel is relocated or removed prior to the Lessee's use of the slip. Upon request, the Port may assist the Lessee in attempting to contact the guest vessel owner or operator if such contact information is available. The Port retains the right to temporarily assign or permit the use of any leased slip when the Lessee's vessel is not occupying the slip. Lessees shall notify the Port when their slip will be vacant for a period exceeding seven (7) consecutive days. Lessees shall also notify the Port at least three (3) days prior to returning to occupy the slip so the Port may make reasonable efforts to have the slip vacated prior to the Lessee's return. The Port will make reasonable efforts to clear the slip prior to the Lessee's return; however, the Port does not guarantee that the slip will be immediately available if circumstances beyond the Port's control prevent the timely relocation of the occupying vessel.
- (J) All boats moored in the Port must display a current State Registration or be currently federally documented, except for boats not required to be registered or documented under current State or Federal Law.
- (K) Any person who has a signed Port Moorage Agreement with the Port is expected to have the vessel identified in the Agreement moored in assigned slip at some point during each year (between 31 August and 1 July). A slip may not be left unoccupied by the assigned vessel for more than one (1) year without prior written notice and approval by the Port. Any slip left unoccupied by the assigned vessel for more than one (1) year is subject to termination of the Port Moorage Agreement, regardless of current payment status.
- (L) All boats **MUST** be moored in the slip assigned as per the Port Moorage Agreement. Vessels moored in slips or docks other than assigned moorage, may be subject to additional moorage fees.

(M) Contact information provided to the Port by the Tenant/Moorage Holder shall be kept current at all times, including emergency contact information. Failure to update contact information shall not relieve the Tenant/Moorage Holder of responsibility for receiving notices, invoices, or other communications from the Port. Any bills, notices, or communications sent by the Port to the last contact information on file shall be deemed to constitute official notice to the Tenant/Moorage Holder

(N) All vessels moored at Port-managed facilities including piers, moorings, docks, and wharves must be operable and seaworthy.

(1) If a vessel is determined by the Port Manager to potentially be unseaworthy or inoperable, the Port shall provide the owner of the vessel a 30-day written notice. The notice will either require the owner to prove the vessel is operable as defined in Part I of this ordinance, or it may require the owner to prove the vessel is seaworthy by obtaining the opinion of a qualified independent marine surveyor as to the seaworthiness of the vessel at the owner's expense.

(2) If the vessel owner fails to successfully respond to the notice within the 30-day period, the vessel owner will be granted an additional 30 days to make repairs for seaworthiness or to prove the vessel is operable as defined in Part I of this ordinance.

(3) If after this period of time the vessel cannot successfully complete the required repairs, the Port Moorage Agreement shall be terminated, and the vessel may be denied further use of Port-managed facilities.

(4) Upon written request by the vessel owner, the Port Manager may grant additional time beyond the periods stated in this section when extenuating circumstances exist. Such circumstances may include, but are not limited to, delays associated with major or specialized marine repairs, limited availability of marine mechanics or fabricators, supply chain shortages, or scheduling constraints common to mid-size or complex marine work in the Garibaldi area. Any request for an extension must be submitted in writing, including a description of the required repairs, a proposed repair plan and timeline, and an explanation of the cause of the delay. Approval of any extension shall be at the sole discretion of the Port and shall not waive the requirement that the vessel ultimately be made operable and seaworthy.

3. PORT CHARGES: Charges for moorage, all other charges owing or to become owing under a contract between a vessel or property owner and the Port, or under this Ordinance, shall include, but not be limited to, costs and expenses, including attorney's fees, expenses incurred in salvage, termination, removal and/or sale of vessels or their appurtenances, tackle, apparel and furniture, or any part thereof.

(A) PAST DUE:

- (1) Any account which remains unpaid in whole or in part ten (10) days after invoice shall be considered past-due and subject to collection procedures as established by Port Ordinances and resolutions and subject to the collection laws of the State of Oregon.
- (2) Permanent moorage is due annually in advance of August 1st and delinquent August 10th at which time moorage shall be terminated effective immediately. Non-payment of moorage will result in forfeiture of permanent moorage status.
- (3) The Port may move the boat, or have the boat moved, to the guest dock. The vessel will be placed on guest status and charged the current daily guest rate.

(B) TERMS OF PAYMENT:

- (1) Moorage charges apply against vessels, their owners, agents, or operators and are payable in advance. Invoices covering charges authorized by this Ordinance, as issued by the Port, are due and payable upon presentation and shall be considered delinquent if not paid within ten (10) days.
- (2) Payments are applied to the oldest outstanding invoice(s) first, even if otherwise noted on the payment.

(C) ATTORNEY'S FEES FOR COLLECTION AND OTHER COLLECTION COSTS AND EXPENSES:

- (1) The owner/operator and/or licensee of a vessel or property shall be liable for all collection costs and expenses, including attorney's fees. If owner/operator and/or lessee fail to pay charge when due, and if the Port brings suit for collection of a delinquent account, the prevailing party shall be paid by the other party actual attorney's fees incurred in such suit.
- (2) Any tenant three months past due will have their moorage/lease terminated and will be sent to collections. A finance charge of 40% of total amount due will be added to the account balance.
- (3) Additional provisions for collection costs and policies may be adopted by resolution.

(D) LATE CHARGE:

- (1) Payments not received by end of Port business hours on the 30th of each month will be assessed an 18% per annum fee. In the event the 30th falls on a weekend or Port-observed holiday, payments retrieved from the after-hours drop box by 9:00 a.m. on the following business day will be

accepted without penalty. *Chronic late payments will not be tolerated (see Chronic Late Payments).*

- (2) An additional late fee may be established by resolution and charged for open past due balances.

(E) SECURING OF VESSEL OR BUILDING:

- (1) Any tenant two months past due will have their vessel/building secured. The vessel/building will remain secured until payment is made in cash or cash equivalent. If payment is made by personal check, the vessel/building will remain secured until the check has cleared the bank.

(F) FORECLOSURE/AUCTION PROCEEDINGS:

- (1) Any tenant three months past due, the vessel/building secured, the tenant will be notified of commencement of foreclosure proceedings if account is not paid in full within 10 days of Certified Notice. The vessel/building will be auctioned, to satisfy Port charges, the following month. Attorney fees will be added to the account balance due. The tenant's lease/moorage will then be terminated.

(G) CHRONIC LATE PAYMENTS:

- (1) Tenants with three (3) late payments in a calendar year will have their lease amended for a probationary twenty-four (24) month period.
- (2) At the time lease is amended, tenant will pay the full account balance due and the current Annual Moorage/Guest/Lease rate. After the probationary period Tenant may go back to the month-to-month Moorage/Guest/Lease rate.
- (3) Tenants with an amended lease, who default by incurring one late payment during the 24-month Annual probation period, will have their moorage/lease terminated. The vessel/building, if available, will be secured, and the port will begin the foreclosure process.
- (4) Tenants with an amended lease, and currently in the eviction process, that would like to pay their account balance, will be notified that payment will not be accepted until a plan is provided, and approved, that details when and how the vessel/building will be removed from the leased space. Monthly charges, including late fees, will continue, and the eviction process will proceed until all charges are paid in full. At time of payment, the vessel/building will be released for removal. Payments must be made in cash, cashier's check, or money order.

(5) Individuals wishing to return to the Port as tenants who, in a prior year, were sent to collections, and those collections have been paid, will have to abide by rules 1 – 4 in their new lease.

(6) Individuals wishing to return to the Port, that remain in collections or had an unpaid balance written off, shall not be permitted to rent or lease space from the Port until all prior balances, including direct costs of collection and interest (at the rate of 6%), are paid in full. The above rules 1 – 4 shall apply.

(H) If a vessel account is referred to collections, the associated moorage agreement shall be deemed terminated, and the vessel's right to use Port facilities shall be suspended...

4. PORT MOORAGE AGREEMENT RELATIONSHIP: The Port is not, and shall not be responsible for, or liable for any loss of or damage to any vessel, vehicle or personal property located at or on any Port property or facility, nor shall the Port be responsible for or liable for any loss of or damage to any vessel, vehicle or personal property arising out of the use or operation of any port property, facility or equipment, nor shall the Port be responsible for or liable for any injury to any person arising out of the use or operation of any Port property, facility or equipment.

5. INDEMNITY: Any and all persons coming upon Port property or otherwise using any Port facility or equipment shall, as an express and unqualified condition of that presence or use, indemnify, protect, save and hold Port harmless from any and all claims, causes of actions, demands, and damages occasioned by or arising out of that use, presence or any negligent act or omission by the port, its officers, agents, employees, commissioners, representatives, permittees and/or licensees.

6. REMOVAL OF VESSELS FOR NON-PAYMENT OF CHARGES: When a vessel owner/operator fails to pay charges owing the Port, the Port may, solely at its option, take reasonable measures, including, but not limited to, the use of chains, ropes, and locks, or removal of a vessel, so that the vessel is in the possession and control of the Port and cannot be removed from the Port property.

(A) These procedures may be used if an owner/operator mooring a vessel at the Port fails, after being notified that charges are owing and of the owner/operators right to commence legal proceedings to contest that such charges are owing, to pay the Port charges owed or to commence legal proceedings to contest the charges. Notice shall be made by placing in the U.S. Mail a certified letter to the owner/operator at their last known address, and by posting a notice on the vessel. In case of a guest vessel or where no address was furnished by the owner, the Port need not give such notice prior to securing a vessel.

(B) The notice shall set forth the charges owing and shall state that the Port may terminate the moorage and seize the vessel or its appurtenances, tackle,

apparel, and furniture, if charges are not paid within ten (10) days, or legal proceedings are not commenced to contest charges.

(C) At the time of securing the vessel, an authorized Port employee shall attach to the vessel a notice which shall contain the following information:

(1) The date and time the notice was attached;

(2) A statement that if the account is not paid in full within ten (10) days of the time the notice is attached, the vessel and its appurtenances, tackle, apparel and furniture, or a part thereof, may be sold at public auction to satisfy the Port charges;

(3) By posting with the Port a sufficient cash bond or other acceptable security to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the Port charges in a civil action in a court of competent jurisdiction, the owner/operator has the right to commence legal proceedings to contest the securing of the vessel. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Port shall receive so much of the bond or other security as is agreed or as is necessary to satisfy any judgment, costs, and interest as may be awarded to the Port. If personal or real property was pledged as security, it shall be executed upon in the manner provided by law.

(D) If a vessel has been secured and the owner/operator does not regain possession by the above methods, the Port may, at its sole option, elect to proceed with foreclosure of its lien.

7. REMOVAL OF HAZARDOUS VESSELS: A hazardous vessel shall be the sole responsibility of the vessel owner/operator to remove from the Port of Garibaldi. The owner/operator must act in a timely manner once notified by the Port.

(A) If the owner/operator fails or refuses to remove the hazardous vessel within the timeframe specified by the Port, the Port may, in compliance with applicable state and federal laws, remove, relocate, impound, or dispose of the vessel at the sole expense and risk of the owner/operator.

(B) In emergency situations, or when the condition of the vessel poses an imminent threat to life, property, navigation, or the environment, the Port may act immediately and without prior notice. Notice shall, however, be provided when circumstances permit and a non-emergency situation exists.

(C) All costs and expenses related to removal, relocation, storage, salvage, disposal, or environmental response shall be borne by the vessel

owner/operator, in addition to any applicable moorage or storage fees. The vessel owner shall maintain adequate insurance to cover such risks, and the Port may require that it be named as an additional insured when the vessel is stored on Port property

8. REMOVAL OF ABANDONED VESSELS OR PERSONAL PROPERTY: Any vessel, its appurtenances, tackle, apparel and furniture, or personal property which has been abandoned will be tagged as abandoned property, giving the owner reasonable time to remove the property. The Port will then take possession, remove, place in storage and/or sell the vessel. (Part II (6)) All costs incurred by Port will be the responsibility of the owner or agent for owner.
9. TERMINATION OF MOORAGE: Moorage of any vessel may be terminated upon ten (10) days written notice if the vessel or its owner/operator is in violation of the Port Moorage Agreement or any part of this Ordinance.
 - (A) Notice of termination of moorage shall be by personal delivery or by mailing a certified mail notice to the owner/operator at the last known address, and by posting a notice on the vessel. The notice shall state that moorage is being terminated, that the owner/operator has ten (10) days from the date of the notice to remove the vessel from the Port of Garibaldi and that the vessel will thereafter be removed and placed in storage by the Port at the owner's expense. Such remedy shall be in addition to any other enforcement procedures, including citation for violation of Port Ordinances and/or Resolutions.
 - (B) Upon correction of the violation(s) and payment of all costs and charges incurred by the vessel, reinstatement of moorage may be applied for and may be permitted by agreement with the Port of Garibaldi. If reinstatement of moorage is permitted, a second violation of Port Ordinances or Resolutions occurring **within five (5) years from the effective date of moorage reinstatement** shall be cause for terminating moorage with no opportunity for reinstatement.
 - (C) Sale of vessel: A Port Moorage Agreement is personal to the applicant and may not be assigned, sold, transferred, or involuntarily seized. Upon transfer of title of a vessel, the vessel owner shall notify the Port **within ten (10) days**. The seller is required to notify the Port of the sale and pay any moorage or other charges due **within ten (10) days of the transfer of title**. The new owner must register with the Port **within ten (10) days**, provide copies of sales documents and proof of title transfer, and arrange for moorage in accordance with the applicable Parts of this ordinance.
 - (D) If slip holder changes boats and the new boat does not fit properly in the slip, moorage will be terminated. It is the slip holder's responsibility to know the maximum slip size prior to changing vessels.

- 10. ASSIGNMENT OF VACANT MOORAGE SLIPS:** The concept of the Annual Moorage Waiting List (“List”) is to allow individuals interested in securing annual moorage (“Entrants”) an opportunity to enter their name on a master list and allow those entrants that have waited the longest the first opportunity to obtain qualifying annual moorage. As vacant moorage is filled, entrants will rise on the waiting list. New entrants will be entered at the bottom of the list.
- (A) Individuals may apply for placement on the list at any time. The Moorage Deposit (“Deposit”) and Application Form (“Form”) must be received prior to being considered as eligible for moorage consideration. Forms are available online and at the Port office. To be placed on the list, an entrant’s fines and/or fees must be paid to date.
 - (B) No more than one vessel shall be identified on an individual form. Entrants will be placed on list in the order in which the forms are received. Form shall include the name, address, telephone number(s) and e-mail of the entrant, the vessel’s name, home port, official number or state registration number, overall length, breadth, and draft or if entrant does not currently own a vessel, the proposed dimensions of the vessel to be acquired. Based upon information on the form, staff will tentatively assign a dock to the vessel. Entrants are advised to verify the accuracy of vessel information since inaccurate information could jeopardize the entrant’s position.
 - (C) Entrants shall be billed annually in the Spring to keep their position on the list. Entrants failing to submit either the Renewal Fee (“Fee”) or Renewal Form (“Form”) by July 31st will be removed from list and forfeit their deposit. No consideration for previous involvement on list shall be allowed.
 - (D) All forms shall be date- and time-stamped by Port staff upon receipt to determine position. Forms received by mail on the same day shall be considered received first and prioritized by the date and time indicated by the postal service postmark, with earlier postmarks receiving higher priority. If a postmark is missing, illegible, or does not include a time, the form shall be prioritized based on the Port’s date- and time-stamp upon receipt. If multiple mailed forms bear the same postmark date and time, priority shall be determined by the Port’s date- and time-stamp upon receipt. Hand-delivered forms or those paid by credit card shall be date- and time-stamped at the time of receipt.
 - (E) Entrants shall promptly notify staff of any changes in the information set forth on the form including vessel dimensions or contact information. Changes in vessel dimensions could result in a change of eligibility to an assigned dock.
 - (F) A non-refundable and non-interest-bearing Moorage Deposit shall be required to apply for placement on the list. The deposit shall be applied against the applicant’s annual moorage payment upon Port receiving a fully executed Annual Moorage Agreement (“Agreement”).

- (G) Upon the annual moorage renewal process being completed, staff will post available slips on August 10th. Slips shall be assigned according to vessel size and availability on August 11th to eligible entrants. If a slip is not available, then the entrant shall maintain their place on the waiting list and the next eligible entrant shall be similarly assigned. Slips shall be assigned by staff according to boat size and slip number available and at the option of the Port. (Ord. No. 15(II)(2)(E))
- (H) If staff determines that moorage is available for an entrant's identified vessel, the entrant is not required to accept the slip or execute a moorage agreement. However, the entrant shall be issued an invoice for a Retainage Fee ("Fee") to maintain the entrant's position on the list. If the Fee is not paid within fifteen (15) days of invoicing, the entrant's name shall be removed from the list.
- (I) Staff will consult list and alert entrants with a strong possibility of obtaining a slip after July 31st. Notifications will be made by the port via phone and email. If no response is received from entrant within 72 hours. Entrants must respond via phone or electronic communication within 72 hours of staff contact effort or entrants' name will be removed from list. All successful entrants shall remit a signed agreement and full payment (minus deposit) before August 20th. Entrants are encouraged to pre-pay either the annual moorage payment or the retainage fee in advance of the due date. Entrants who fail to remit the agreement, payment or fee by due date will be removed from list and have their deposit forfeited.
- (J) Staff shall review upgrade forms submitted during the annual renewal process before contacting entrants on the waiting list. Most moorage vacancies arise during this period when existing moorage holders elect not to renew their moorage agreements, creating available slips that may then be offered to eligible entrants on the waiting list.
- (K) Entry on the list is for a specific individual and is only transferrable under the provisions in Ord. No. 15(II)(2)(C). Entry name and preferred boat size is considered public information and may be posted.
- (L) This policy does not apply to current moorage holders wishing to upgrade. Staff shall ensure that current moorage holders are upgraded before entrant list is consulted.
11. **MOORAGE UPGRADES:** Permanent slip holders may be eligible for a slip upgrade based on availability. The Port of Garibaldi is under no obligation to upgrade any vessel and makes no guarantees that upgrades will be available.
- (A) Port Moorage Agreements are for the slip holder's current vessel and are not transferable to a new vessel. In the event a slip holder buys a new vessel, the current lease agreement is canceled, and a new agreement will be required. If the new vessel is of an overall length and width that is within the size limits of the

current slip, a new agreement may be entered into for the current slip. However, if the new vessel is larger than the current slip, the owner will be required to vacate the slip and place their name on the waiting list for a larger slip.

- (B) Slip holders who want an upgrade to larger slip or a different dock for their current vessel will be required to place their name on the waiting list for the desired dock in accordance with Section 10 of this ordinance. However, they may retain their current slip while on the waiting list, as long as they still own the vessel listed in their current Port Moorage Agreement.
- (C) Slip upgrades may be granted, based on availability, to current slip holders who desire to change slips on their current row of equal size to their current slip. Requests for upgrades must be submitted to the Port Office between July 1st and August 1st for the current year.
- (D) Upgrade Requests from a disabled person as outlined in ORS 801.387 and who are in position of a valid Dark Blue or Medium Blue Parking Placard issued by the Oregon Driver and Motor Vehicle Services Division (DMV) will have first priority. A "Person with a Disability" is defined by ORS 801.387 as:
 - (1) A person who has severely limited mobility because of paralysis or the loss of use of some or all of the person's legs or arms;
 - (2) A person who is affected by loss of vision or substantial loss of visual acuity or visual field beyond correction; or
 - (3) A person who has any other disability that prevents the person from walking without the use of an assistive device or that causes the person to be unable to walk more than 200 feet, including but not necessarily limited to: Chronic heart condition; Emphysema; Arthritis; Rheumatism; or Ulcerative colitis or related chronic bowel disorder.
- (E) Upgrade requests are only valid for the moorage season submitted. Slip holders who do not receive an upgrade will be required to refile a new request for future years.

12. DENIAL OF SERVICES

The Port may deny moorage if such moorage would present a hazard to the safety of Port facilities, public safety, or the environment. The Port may also deny moorage facilities, services, or equipment to any person or vessel delinquent in the payment of any authorized fee or charge, or if such use would otherwise create a hazard.

Upon notice of denial, the owner/operator shall remove the vessel from the harbor area and all Port facilities within twenty-four (24) hours, weather permitting. If weather or sea conditions do not allow safe removal within that time frame, the vessel shall be removed at the earliest and best available weather window to allow for safe removal.

The vessel shall not thereafter be moored, tied, or affixed to any Port facilities without authorization

Notice of denial may be given verbally or in writing by the Port Manager or designee. Such notice shall be effective immediately unless otherwise specified. For guest vessels, verbal or written notice of termination shall take effect twenty-four (24) hours after delivery unless a later date is specified in writing. For current tenants, written notice shall be mailed to the address on file with the Port and posted in a conspicuous place on the vessel; such notice shall be effective at 4:30 p.m. on the tenth (10th) day following mailing or posting.

Any person receiving a denial of services under this section may appeal in writing to the Port and request to appear before the Port Commission at a regularly scheduled meeting.

PART III: FEES, RATES, CHARGES

1. Rates, fees, and charges shall be set by resolution of the Port of Garibaldi Commission.

PART IV: PUBLIC PIERS, WHARVES AND DOCKS

1. LOCATIONS.

- (A) PIER'S END. Pier's End is located at the end of Bay Lane and provides access to the 1934 Coast Guard Boat House (1209 Bay Lane).
- (B) 613 COMMERCIAL AVE. PIER: Pier located behind 613 Commercial Avenue.
- (C) CARGO PIER. The Cargo Pier (often referred to as a "dock") is located near the U.S. Coast Guard Station helicopter landing pad.
- (D) MOORAGE DOCKS. The Moorage Docks are located in various locations in the boat basin.
- (E) BAY CITY. Boardwalk and spit trail beyond the improved road.
- (F) PRIVATELY OWNED FACILITIES. Unless otherwise posted or acknowledged by the Port, the following facilities are privately owned or leased and are not considered public:
 - (1) 611 Commercial Ave. Pier
 - (2) 302 Mooring Basin Rd. Barge and Docks

- (3) Commercial Ave. Wharf
- (4) 500 S. Biak Ave. Wharf and Pier
- (5) 209 S. Sixth St. Docks

2. Rules and Policies. Unless otherwise indicated, all violations of port rules and policies are Class C violations. (ORS 153.012(3)). The Port Manager, Safety/Security Officer or Maintenance Supervisor is authorized to close the public piers, wharves and docks or portions thereof to public access at any time for the protection of property or for the health, safety, or welfare of the public.

(A) PIER'S END:

- (1) Public use is prohibited from dusk to dawn.
- (2) Blocking walkway is prohibited.
- (3) Leaving unattended gear is prohibited.
- (4) Unattended or unleashed pets are prohibited.
- (5) Open flames on pier is prohibited.
- (6) Chopping on or marring on pier is prohibited.
- (7) Leaving garbage is prohibited.
- (8) Securing anything to chain link fence is prohibited.
- (9) Motorized and non-motorized recreational vehicles by permission only.
- (10) Other rules and regulations regarding Pier's End rules are outlined in Part XIII: "Specific Rules and Regulations" of this ordinance.

(B) 613 COMMERCIAL AVE. PIER:

- (1) Placing personal belongings or trash on the walkways is prohibited.
- (2) Unattended or unleashed pets are prohibited.
- (3) Open flames on pier is prohibited.
- (4) Chopping on or marring pier is prohibited.
- (5) Leaving garbage is prohibited.
- (6) Motorized and non-motorized recreational vehicles by permission only.
- (7) Other rules and regulations regarding Commercial Ave. Pier rules are outlined in Part XIII: "Specific Rules and Regulations" of this ordinance.

(C) CARGO PIER (DOCK):

- (1) Access to the Cargo Dock is by permission only to support commercial vessel economic activity.
- (2) Public use is prohibited from dusk to dawn.
- (3) Blocking walkway is prohibited.
- (4) Leaving unattended gear is prohibited.
- (5) Unattended or unleashed pets are prohibited.
- (6) Open flames on pier is prohibited.
- (7) Chopping on or marring on pier is prohibited.
- (8) Leaving garbage is prohibited.
- (9) Securing anything to chain link fence is prohibited.
- (10) Motorized and non-motorized recreational vehicles by permission only.
- (11) Other rules and regulations regarding Cargo Pier rules are outlined in

Part XIII: "Specific Rules and Regulations" of this ordinance.

(D) PORT DOCKS:

- (1) Port docks shall be open to the public daily from 5:00 a.m. to 10:00 p.m. It shall be unlawful for any person other than an authorized person to enter or remain on the docks between 10:00 p.m. and 5:00 a.m.
- (2) No person on Port docks shall fail or refuse to provide valid identification, in order to verify lawful dock access, when requested by a peace officer or a Port employee.
- (3) Other rules and regulations regarding Port Dock rules are outlined in Part XIII: "Specific Rules and Regulations" of this ordinance.

PART V: COMMERCIAL MOORAGE RULES

1. Commercial docks are A-Dock and B-Dock. Commercial dock slips are only for seaworthy boats actively fishing commercially.
2. Commercial slips may be transferable upon sale of vessel to qualifying commercial boat owners with prior Port Commission approval.. Current slip holder at time of boat sale has the first right to put another commercial boat of similar size in the slip providing it meets all commercial moorage criteria and must notify Port of intent at time of sale. Port may charge administrative transfer fee in accordance with current Port Rate Resolution.
3. All Commercial boats (slip holders, season pass holders, and guest moorage in excess of 30 days) must comply with the following prior to renewal of moorage:

(A) Vessels must have a production record annually for the prior moorage season.

(1) For "A" dock,

- (a) A minimum of 10 landings annually, or
- (b) A minimum of \$50,000 in landing value annually.

(2) For "B" dock,

- (a) A minimum of 10 landings annually, or
- (b) A minimum of \$10,000 in landing value annually.

(B) Boat must be seaworthy, fully operational, safe, and able to move from the docks under its own power.

(C) Boat or owner must have a current commercial license or fishery permit and USCG certification documentation and/or valid State registration.

(D) Owner must carry insurance as required in Part X.

4. Moorage will not be renewed if vessels are in non-compliance. Port has the right to request verification and copies of permits and productions records.
5. It is the owners responsibility to ensure all contact information, insurance, and other required documentation is current and on file with the Port.
6. **Commercial Moorage Compliance Waiver for Extenuating Circumstances** - This policy provides a mechanism for a vessel owner who is unable to meet the prior year's commercial production requirements due to verified extenuating circumstances to request a temporary, case-by-case waiver of the annual landing and/or landing-value requirements described in Part V of this Ordinance. This waiver process ensures fairness to commercial operators while maintaining the integrity of the Port's commercial dock program and its priority for active, working vessels.

(A) Eligibility for Waiver Request

(1) A vessel owner may request a waiver only if they were unable to meet the previous moorage season's required landings and/or landing values for reasons outside the owner's reasonable control, which may include, but are not limited to:

- (a) Documented medical emergencies or incapacity of the owner or essential crew.
- (b) Vessel casualty, mechanical failure, or loss rendering the vessel inoperable for an extended period despite timely efforts to repair.
- (c) Regulatory closures, fishery disasters, or harvest restrictions directly limiting the vessel's permitted activity.
- (d) Other significant and verifiable events deemed by the Port Manager to constitute extenuating circumstances.

Normal changes in fishing strategy, choosing not to fish, crew shortages, or voluntary business decisions **do not** meet the threshold for extenuating circumstances.

(B) Submission Requirements

(1) To request consideration, the vessel owner must submit a written **Commercial Moorage Compliance Waiver Request** to the Port prior to the annual moorage renewal deadline, which must include:

- (a) A written explanation of the extenuating circumstances.
- (b) Supporting documentation (e.g., medical records, repair invoices, insurance claims, regulatory notices, fishery closure documentation).
- (c) A statement confirming continued intent to actively participate in commercial fishing during the upcoming season.
- (d) A proposed **compliance restoration plan** consistent with Part V and Part XIII, not to exceed six (6) months unless otherwise approved by the Port Commission.

(C) Review and Approval Process

- (1) The Port Manager will conduct an initial review for completeness and may request additional documentation.
- (2) Completed requests will be forwarded to the Port Commission for consideration at the next regular meeting.
- (3) Approval or denial shall be based on:
 - (a) Credibility and severity of the documented circumstance,
 - (b) History of the vessel's commercial activity,
 - (c) The vessel's compliance record with Port rules,
 - (d) The likelihood of the vessel returning to active commercial operation.
- (4) The Port Commission may grant:
 - (a) A full waiver of prior-year production minimums,
 - (b) A partial waiver with modified requirements, or
 - (c) Denial of the waiver.

(D) Approved and Denied Waivers

- (1) Conditions of an Approved Waiver - If a waiver is granted, the Commission may impose reasonable conditions, including but not limited to:
 - (a) A requirement to demonstrate a minimum level of commercial activity during the upcoming season.
 - (b) A time-limited compliance restoration plan (not to exceed six months unless otherwise authorized).

- (c) Proof of seaworthiness and operational capability.
- (d) Proof of current commercial licensing, permits, insurance, and documentation.
- (e) Any other condition necessary to ensure fair use of commercial moorage resources.

(2) Effect of Denial - If the waiver request is denied:

- (a) The vessel owner will be considered **non-compliant** under Part V.
- (b) Renewal of commercial moorage may be denied.
- (c) The owner may request reassignment to non-commercial moorage, if available and if the vessel qualifies, and shall vacate the commercial slip as directed by the Port. If a non-commercial slip is not available, the owner will be placed on the waitlist for the next available qualifying slip and may be assigned guest moorage until an appropriate slip becomes available.

(3) No Automatic Renewal or Precedent

- (a) Approval of a waiver applies **only to the season in which it is granted** and does not establish a precedent.
- (b) Waivers do **not** guarantee future commercial moorage, slip transfer rights, or any other entitlement.

(E) Commission Discretion

- (1) The Port Commission retains discretion to approve, deny, or modify any waiver request, provided such discretion is exercised reasonably and consistent with the intent of this policy.
- (2) All decisions of the Commission are final.
- (3) The basis for the Commission's decision shall be reflected in the meeting minutes.

PART VI: RECREATIONAL DOCK RULES

1. Recreational docks are G-Dock, E-Dock, C-Dock, D-Dock, and F-Dock.
2. Recreational docks are for sport boats. Sport slips are not transferable upon sale of the boat unless the exception provided for in Part II 2) C) is found to exist. If

owner/operator fishes commercially on these docks, they are still on a sport dock, and the slip is not transferable upon sale of the boat.

3. Owner must carry insurance as required in Part X

PART VII: CHARTER RULES

1. Charter boats, including guide boats operating in Garibaldi boat basin must along with other rules and regulations, comply with the following:
 - (A) With the exception of specified areas designated by leaseholder agreements, all passengers shall be loaded and unloaded at the designated Charter Dock, North Boarding Float, the bottom of the South Gangway leading to the main docks, and any other areas specifically designated by the Port for passenger loading and unloading. Leaseholders may facilitate the loading and unloading of passengers only if their leased parcel includes floating docks or other Port-approved boarding facilities
 - (B) Loading or unloading of any passengers on any of the public Port docks (Commercial, Sport or Guest) is prohibited. Loading or unloading of passengers at the Port's launch ramp is prohibited, except passengers may be loaded or unloaded on the North boarding float (the float on the northern-most side of the boat launch), provided that such loading or unloading does not exceed fifteen (15) minutes.
 - (C) Owners and operators of charter boats and uninspected charter vessels, including guide boats, are ultimately responsible for the safety of all passengers, including the safe loading and unloading of passengers at Port facilities. This responsibility includes ensuring that boarding and disembarking activities are conducted in a safe manner and in compliance with applicable federal, state, and local laws, as well as Port rules and directives.
 - (D) Leaseholders facilitating or assisting charter/guide boats must provide proof of liability insurance in an amount of not less than \$2,000,000 per occurrence to the Port which shall cover the liability of loading and unloading of passengers and passenger operations.
 - (E) All charter/guide boats and their operators shall be licensed by the State of Oregon and/or the U.S. Coast Guard (USCG). Each boat shall have the necessary safety equipment required by USCG and the required general liability insurance limits set by the Oregon State Marine Board.
 - (F) All charter boats, including guide boats, must be operated by a business registered with the State of Oregon and must hold a current, valid City of Garibaldi business license.

- (G) Owner must carry insurance as required in Part X and include;
 - (1) Must maintain commercial vessel liability insurance with minimum limits set by the Port Commission.
 - (2) Policy must include passenger liability coverage.
 - (3) Policy must list Port of Garibaldi as an additional insured.
 - (4) Pollution liability insurance.
 - (H) Charter operations must comply with ODFW fishing regulations, including reporting and licensing.
 - (I) All Charter and Guide vessels must comply with Oregon Clean Marina practices. Sewage/wastewater must be discharged only at approved pump-out stations. Fish waste and garbage must be disposed of according to state and federal regulations (not in Port boat basin waters).
2. Charter Row dock slips are only for seaworthy boats actively engaged in Charter operations.
- (A) In order to be eligible for moorage on Charter Row, the following must be met;
 - (1) Vessel must be currently registered with the Oregon State Marine Board (OSMB) or documented with the U.S. Coast Guard.
 - (2) Vessel must display a current OSMB Charter Boat Decal. Vessel must pass required safety inspection (USCG or OSMB) and maintain inspection sticker/decals
 - (3) Owner/operator must hold a valid U.S. Coast Guard Merchant Mariner Credential (MMC) appropriate for the passenger capacity (Operator of Uninspected Passenger Vessels "OUPV/6-pack" license or Master license).
 - (4) Proof of ODFW Charter Guide License (for fishing charters) must be current and on file with the Port.
 - (5) Owner/Operator must have a current Oregon Business Registry filing (Active Business status) and City of Garibaldi business license.
 - (6) Must actively engage in bona fide charter services (fishing, sightseeing, whale watching, or other passenger-for-hire activities) with demonstrable bookings and activity. Boat must be seaworthy, fully operational, safe, and able to move from the docks under its own power. These slips are not for inactive or abandoned vessels.

- (7) Must maintain commercial vessel liability insurance with minimum limits set by the Port Commission. Policy must include passenger liability coverage and list Port of Garibaldi as an additional insured. Vessels must carry pollution liability insurance.
 - (8) Comply with Oregon Clean Marina practices. Sewage/wastewater must be discharged only at approved pump-out stations. Fish waste and garbage must be disposed of according to state and federal regulations (not in Port boat basin waters).
 - (9) Failure to maintain compliance with the above requirements may result in suspension, termination, or non-renewal of moorage agreement.
- (B) Charter slips are transferable upon sale of vessel to qualifying charter boat owners with prior Port Commission approval. Current slip holder at time of boat sale has the first right to put another charter boat of similar size in the slip providing it meets all applicable moorage criteria and must notify Port of intent at time of sale. Port may charge administrative fee transfer in accordance with current Port Rate Resolution.
- (C) If vessel is in non-compliance, in order to renew moorage, owner must submit a written plan to the Port that includes a compliance completion timeline, not to exceed six months (see Part XIII: Specific Rules and Regulations – Item 10).

PART VIII: GUEST MOORAGE RULES

1. Moorage must be paid in advance, when billed, or before departing the harbor area. All payments must be made to the Port office, by mail, or in the guest-form aluminum lock boxes located at the top of all walkways and at the Port office.
2. The Guest Dock (G-Dock) and end ties are for Guest Vessels. All moorage slips are annually rented and previously assigned. To avoid penalties set by resolution and impoundment, guests shall not moor in a slip without prior authorization from the Port office.
3. Guest Vessels must have current insurance prior to mooring in the boat basin and provide proof of insurance when registering with the Port Office. Vessels mooring in the Port in excess of 30 days must comply with all the provisions of Part X
4. All docks must be kept clear. Vessel tie-up lines must be in good condition. Any personal property left on Port docks will be removed at owners' expense.
5. Animals will be kept on leash and held by the owner when on Port property. Owners are required to clean up their animals' waste and dispose of it in trash receptacles

pursuant to port environmental policies. No animals will be tied to Port property at any time.

6. Rates are subject to change and are established by resolution of the Port Commission. Port reserves the right to place an additional surcharge on utilities.
7. Passes are available at the Port office at a rate prescribed by resolution and must be paid in advance. If not paid in advance, the guest rate remains at the daily rate. The guest by signing the Guest Vessel Mooring Agreement hereby understands that payment of a guest pass does not guarantee a slip in the harbor. Guest moorage is non-refundable.
8. Guest moorage is granted on a first-come, first-serve space available basis. Rafting of vessels may occur in busy seasons. Guest space is not reserved.
9. Guest vessels shall comply with all ordinances, resolutions, rules, regulations, and policies governing the use of the Port of Garibaldi boat harbor, a copy of which shall be available for review in the Port office. Owners agree to waive all claims against the Port and to hold the Port harmless from any and all claims whatsoever arising out of movement by the Port of any vessel owned or operated by signer of a moorage agreement whether such movement is due to emergency, normal activity, or delinquent stall rental.
10. Failure to pay moorage constitutes breach of mooring agreement and registration. Such failure to pay becomes a lien against the vessel. The delinquent moorage will be turned over to a collection agency, and/or the vessel will be seized at which time the Port will take possession of the vessel and its gear to be sold or disposed of to satisfy Port charges. The owner/operator of a vessel shall be liable for all collection costs and expenses including attorney fees. A late charge set by resolution shall be charged for past due accounts.
11. The Guest Dock (G Dock) is reserved for non-homeport recreational boaters transiting the Oregon Coast or recreating in the local area. Stays on the Guest Dock (G Dock) are limited to a maximum 10-day/nights within a 30-day period. Exceptions to this Section may be granted on a case-by-case basis with written permission from the Port.

PART IX: FUELING OF VESSELS

1. In order to comply with Port insurance requirements, State of Oregon, and U.S. Coast Guard regulations, and to insure the general safety of the Port and its moorage and lease holders, compliance with the following regulations is mandatory:
 - (A) The fueling of vessels requiring bulk commercial gas or diesel fuels will be allowed at the end of Commercial Street with prior Port approval; however,

vessel and distributor must carry the appropriate environmental protection liability insurance and comply with all environmental best practices.

- (B) Fueling of vessels requiring 5,000 gallons of commercial bulk may be allowed on the cargo dock; however, vessel and distributor must carry the appropriate hazard and environmental protection liability insurance and comply with all environmental best practices.
- (C) Only licensed bulk fuel distributors who are licensed by the State of Oregon and approved by the U.S. Coast Guard for bulk fuel distributing will be allowed to dispense bulk commercial fuels in these two locations.
- (D) All other boats (commercial or sport) will fuel at the designated fueling areas:
 - (1) 302 Mooring Basin Dr, Garibaldi, OR 97118.
 - (2) 500 Biak Ave, Garibaldi, OR 97118-1306
- (E) The fueling of boats and equipment or transfer of fuel on the Port docks is prohibited except in designated areas.
- (F) Persons fueling without required licenses or U.S. Coast Guard authorization will lose their moorage rights and be removed from the Port of Garibaldi and its property.
- (G) If fuel is obtained and distributed to owner 's vessel other than at local pumps, an environmental pollution hazard insurance policy must be in effect by vessel and owner must provide Port of Garibaldi with proof of said insurance.
- (H) No person or company will be allowed to supply or distribute fuel on Port property until the Port has a copy of the person 's or company 's pollution policy with the Port endorsed as an additional insured. The policy must have overwater coverage.
- (I) All vessels fueling into onboard tanks shall use absorbent pads to wipe up all fuel/oil spills and use an overflow prevention device on the fuel vent to guard against accidental spills
- (J) Vessels shall only be fueled to 90% capacity to reduce the risk of fuel spilling and to allow for expansion in the tank.
- (K) No person shall fuel or cause to be fueled, a vehicle or watercraft on properties of the Port except at areas designated by the Fire Marshall and approved by the Port Authority for that purpose.
- (L) No person shall store or cause to be stored, any fuel for any vehicle or watercraft in or upon any vehicle or watercraft or upon the Port except in tanks or containers designated for that purpose, and in areas where such tanks or containers shall

not come into contact with sparks or excess heat or other conditions which may cause it to ignite.

2. For insurance purposes, fuel is a petroleum product. Fueling, distributing, supplying, loading, or unloading means:
 - (A) The delivery of a petroleum product to a scheduled storage tank system: or
 - (B) The dispensing of a petroleum product from a scheduled storage tank system to customers of the insured. Overwater coverage cannot be excluded.
3. Only approved containers and portable tanks shall be used for storage and handling of flammable liquids. Underwriters Laboratory (UL) approved safety cans or Department of Transportation approved containers shall be used for the handling and use of flammable liquids in quantities of 5 gallons or less.

PART X: INSURANCE REQUIREMENT

1. **Mandatory Insurance** - All persons with vessels moored at the Port must maintain valid liability insurance in accordance with the laws of the State of Oregon and marine industry standards. Documentation satisfactory to the Port showing proof of current coverage shall be presented upon registration, renewal, or at any time upon request by the Port. No moorage or mooring agreement shall be effective without the required insurance.
2. **Additional Insured Requirement** - All vessels mooring in the Port (including annual slip holders, seasonal pass holders, and vessels under guest moorage exceeding thirty (30) consecutive days) must name the **Port of Garibaldi** as an additionally insured on their liability insurance policy. Proof of this designation must be provided to the Port.
3. **Pollution Liability Requirement** - In addition to general liability insurance, all vessels thirty (30) feet in length or greater, all commercial vessels, and any vessel fueling outside of designated fueling areas must maintain **Vessel Pollution Liability Insurance** (also referred to as "Shipowners Pollution Liability" or equivalent coverage). This policy must provide coverage for oil discharge, fuel spills, and other forms of marine pollution in compliance with federal and state environmental laws. Proof of such coverage shall be submitted to the Port prior to moorage and kept current for the duration of moorage.
4. **Insurance Limits** - Minimum coverage limits, including liability and pollution liability, shall be established annually by the Port Commission through the Port's Rate Resolution. The Port reserves the right to adjust required coverage limits based on vessel type, size, and use.

5. **Failure to Maintain Insurance** - Failure to provide proof of required insurance, maintain coverage, or name the Port as an additional insured (where required) shall be grounds for immediate suspension or termination of moorage privileges. The Port may also deny access to Port facilities until compliance is achieved.

PART XI: TARIFFS

1. The tariffs and rates of charges for "Marine Tariff", "Tariff and Contracts", and "Maritime Law Audit" "menu of services" shall apply, as appropriate to boats, ships and vessels using Port's facilities, as said tariffs and charges are determined by ordinance and/or resolution of Port.

PART XII: CLAUSE PARAMOUNT

NOTICE to all persons using the Port of Garibaldi facilities:

CLAUSE PARAMOUNT CHOICE OF LAW AND FORUM

All claims, demands, suits, actions, and proceedings of any kind against the Port of Garibaldi shall be governed by and construed in accordance with the laws of the State of Oregon, including but not limited to the Oregon Tort Claims Act, ORS 30.260 et seq., recognizing the Port as a municipal public body. Except where federal law requires otherwise, venue shall be exclusively in the Circuit Court of the State of Oregon for Tillamook County.

PART XIII: SPECIFIC RULES AND REGULATIONS

1. All vessels entering the Port area shall have a valid identification number permanently affixed to the hull and clearly visible from the outside. Coast Guard documented vessels must display Coast Guard documentation numbers and the name of the boat on the hull. Failure to have either may be cause of refusal of moorage.
2. All vessels shall be registered with the Port within two hours of arrival in the harbor. Registration forms are available at the Port Office and in boxes at the top of the ramps. Registration shall be in accordance with the rules and regulations listed under the Port Moorage Agreement section of this Ordinance.

3. Anyone visiting or using the Port areas does so at their own risk. The Port does not assume any responsibility for loss or damage to property or persons within the Port area.
 - (A) Vessel owner/operator agrees to indemnify and save the Port harmless from any loss or damage to personal property by fire, theft, or from any cause whatsoever and to indemnify and save the Port harmless from any and all liability for injury to or death of any person or persons or loss or damage to any property caused or occasioned by or arising out of the use of said Port's facilities by the vessel owners, operators, agents, employees or guests.
4. Refusal of Services and Access: The Port of Garibaldi reserves the right to deny the use of any Port facilities, services, or moorage to any person, vessel, or entity that is in violation of, or refuses to comply with:
 - (A) Port rules, regulations, policies, or lawful directives;
 - (B) Applicable municipal ordinances;
 - (C) State statutes and administrative rules, including but not limited to the Oregon Revised Statutes (ORS), such as ORS Chapter 777 (Ports) and ORS 164.245–164.255 (Criminal Trespass); and
 - (D) Federal laws and regulations governing maritime, environmental, and navigational safety.

Any individual or vessel found to be in violation may have moorage agreements suspended or terminated, be directed to immediately vacate Port property, and be subject to civil penalties, removal, or prosecution under applicable law. Continued presence on Port premises without authorization shall constitute trespass and may result in enforcement by law enforcement authorities.

5. Vessels must be securely moored with adequate bow, stern, and spring lines. No cross-tying of vessels is allowed, except as authorized by the Port management.
6. All vessels are required to use appropriate fendering while moored. Slip holders may install standardized, commercially manufactured rubber or vinyl bumpers with prior approval from Port management. Dock-affixed fendering shall not include carpeting, rubber tires, fire hose, or other non-approved materials. Slip holders are responsible for maintaining any fendering system they install, and all such equipment must be removed upon termination of the moorage agreement. Installation of extra cleats or other hardware requires prior Port approval. Moorage holders are responsible for any damages caused by their vessel, equipment, guests, or themselves.
7. Utility Service - The Port of Garibaldi provides access to utility services, including water and electrical connections, for authorized tenants, moorage customers, and visitors. The use of these utilities must comply with the following conditions to ensure safety, efficiency, and conservation of Port resources. Unauthorized use of Port utilities is prohibited.

(A) Electrical Service: Owner/Operator may connect to electrical at the Port facility location subject to the following:

- (1) The Port of Garibaldi specifically does not guarantee continuity of electric service to any vessel, the characteristics of any service that is provided, or the characteristics of the vessel service circuit breaker.
- (2) Use of electrical service shall be at owner/operator's own risk; Port shall not be liable for any damages caused or resulting from inadequate, excessive, or a surge in the electrical or amperage.
- (3) Owner/operator agrees to indemnify, defend and hold Port harmless from any claims or damages arising out of or resulting from owner/operators use of electrical service.
- (4) Owner/operator shall not draw more voltage or amperage than posted at the point of connect. (15 amps on sport docks and 30 amps on commercial docks. 240 volts on commercial docks only as pre-authorized by Port management.)
- (5) All electrical cords and wiring shall meet underwriter's approval for marine related electrical services. One cord per moorage.
- (6) No cords or wires shall be placed on the dock or fingers in such a manner to cause or contribute to damage or injury to facilities, property, or personnel of the Port or to third parties.
- (7) Owner/operator shall pay to Port all utility charges upon the fee schedule in effect at the time, and the Port shall add such charges to moorage charges as utility charges to be paid in a manner provided. The Port Commission may initiate, change, or govern these charges.
- (8) Any request for electrical service beyond that provided by the Port must receive prior Port approval, and all costs shall be borne by the requesting moorage holder. Approval of upgraded power does not guarantee retention of the current slip; vessels may be relocated if deemed necessary for the overall efficiency and best interests of Port operations.

(A) Water Service: Owner/Operator may connect/use water connections at the Port facility location subject to the following:

- (1) Hose Condition and Nozzles; All hoses must be in good working condition, free from cracks, leaks, or deterioration. Hoses must be equipped with a manual-activated nozzle that automatically shuts off when not in use. Continuous or unattended water flow is strictly prohibited.

- (2) Conservation and Responsible Use: Water shall be used efficiently and only for necessary purposes such as vessel washing, gear cleaning, or maintenance approved by the Port. Excessive or wasteful use of water may result in additional charges, restrictions, or denial of services.
 - (3) Fees and Penalties: A fee may be assessed for leaving a hose running or unattended. The Port reserves the right to impose charges for excessive water use or to discontinue service in cases of misuse. Users are responsible for ensuring water connections are turned off after use.
 - (4) Best Practices;
 - (a) Use short, durable marine-grade hoses.
 - (b) Avoid cross-connection with onboard water tanks unless properly valved to prevent backflow.
 - (c) Report leaking faucets, spigots, or hydrants immediately to Port staff.
 - 8. All vessels must carry on board U.S. Coast Guard approved and operable fire extinguishers.
 - 9. No person on a vessel equipped with a toilet shall use or permit the use of such toilet on the waters controlled by the Port, unless the vessel is equipped with facilities in good operating condition adequate to treat, hold, incinerate, or otherwise handle sewage in such a manner that is capable of preventing water pollution. For the purposes of this section, an acceptable water pollution control device is one which has been approved by the State Board of Health, State of Oregon, and federal regulations.
 - 10. Vessels moored in a Port facility must, at all times, be completely seaworthy, fully operational, and ready for immediate cruising in local waters. Lack of seaworthiness may result in termination of slip and/or removal of the vessel, unless:
 - (A) Effecting Short-term[thirty (30) days or less] repairs that render the vessel inoperable; or
 - (B) Authorization has been obtained from the Port Manager to effect repair rendering the vessel inoperable longer than thirty (30) days. (See Part V - Commercial Rules.)
- If a vessel is removed from a Port facility because it has been determined by the Port to be unseaworthy or inoperable, any costs incurred in said determination (i.e., marine survey, inspection costs) shall be borne by the vessel owner/operator.
11. The Port has the right, but not the obligation, to pump, tow, secure tie lines, board or move any vessel moored at the Port if such action is determined by the Port

Manager and/or designee to be necessary for the safety or protection of that vessel, vessels nearby, Port facilities, navigable waterways, or because the vessel is not in its assigned moorage location or has exceeded its authorized moorage time. All expense and risk of loss or damage resulting therefrom shall be borne by the vessel owner/operator, as shall the cost of any salvage services rendered by the Port, Coast Guard, or other environmental services.

12. The Port has the right, upon notification of vessel owner/operator if possible, to move any vessel moored at the Port if such movement will, in the opinion of the Port Authority, contribute to best utilization of the Port facilities. The cost of movement to improve Port facility utilization will be borne by the Port.
13. Any person utilizing Port properties shall obey all Port, Municipal, County, State and Federal regulations and laws, and generally accepted safety standards and requirements to ensure that person's actions or vessel do not become a hazard to any persons, other vessels, or property, on Port facilities and Port properties.
14. Loud, boisterous, or disruptive behavior; sleeping in vehicles; lewd or indecent conduct; and unnecessary sounding of horns are prohibited on Port premises. Vessel owners and operators shall not maintain or permit any condition that is hazardous to life, safety, or property. Objectionable noise, odors, or other activities that create a nuisance or unreasonably disturb other moorage holders, guests, or lessees are strictly prohibited both on vessels and within Port premises.
15. No one may sell, give, or make available any alcoholic liquor to anyone who is visibly intoxicated. Use or possession of any alcoholic beverage(s) by any person under the age of 21 years of age is prohibited. Engaging in the use or being instrumental in the exchange of unlawful controlled substances on Port property is unlawful and shall be cause for immediate expulsion from Port facilities and immediate termination of Port Moorage Agreement.
16. Permanent live-aboards will not be allowed. Temporary live-aboards must have Port permission after 72 hours.
17. Vessel movement within the moorage area shall be in compliance with the posted speed limits, rules and regulations as determined by the Port Manager and/or designee. A No Wake speed limit is determined to be in the best interest of the Port users.
18. No person shall throw, place, leave, deposit, or abandon, or cause or permit to be thrown, placed, left, deposited, or abandoned, industrial waste, litter, or sewage on any Port properties or waters controlled by the Port, except in receptacles designated by the Port for the disposal of such materials or substances. The fact that proper receptacles are not furnished by the Port is not an excuse or defense.
 - (A) No person shall use refuse or waste containers provided by the Port for other than waste, litter, or sewage generated on Port properties or waters

controlled by the Port, except for those wastes, litter or sewage generated from a vessel's voyage.

(B) Vessel owners/operators shall be held personally liable for any and all costs associated with clean-up of waste, litter or sewage generated on Port properties by their vessel, crew, or guests.

19. No person may connect to, disconnect from, tamper with, or otherwise interfere with any Port-owned utility or service, including water outlets, piping, electrical outlets, equipment, telephone systems, television cables, Wi-Fi, or other internet connections, without prior authorization from the Port Manager or Maintenance Superintendent. Unauthorized use, alteration, or interference with Port utilities or networks is strictly prohibited and may result in termination of services, revocation of moorage, and potential legal action.

20. Grinding, scraping, and/or painting of bottom of hulls is prohibited. The scraping or applying of toxic paints over water area is prohibited. Refer to Port's Environmental Best Practices in Section XV for further guidance.

21. Damage to Property:

(A) Every person and every vessel responsible for any damage to any Port property of any kind or character under the jurisdiction the Port shall be held liable for and charged with the cost and expense of the replacement or repair of the property damaged or destroyed. The expense of repairing said damage shall be charged against the person or vessel, or both, responsible, therefore.

(B) In the event any damage is done to any dock or premises, or other property, owned by the Port and in the possession or under the supervision, management or control of the Port, the person or persons causing, responsible for, or in any way connected with such damage, and the person or persons to whom the dock or premises, facility or other property may be assigned, or by whom it is being used, and the master, owner, operator, or agent of any vessel, vehicle, or other instrumentality in such damage, shall promptly give a full report thereof to the Port Manager or designee, giving the date and hour the damage occurred, the names and addresses, or if unknown, a description of witnesses and other persons, vessels or instrumentalities involved in the damage, as well as all other pertinent facts and information that may be available. It shall be unlawful for any person to refuse, neglect, or fail to make or give any such report in the form and manner previously mentioned, and any such person who so refuses, neglects, or fails, may be refused the use of any dock or other facility until the Port has been fully reimbursed for any such damage.

(C) In the event that a dispute of damage between privately owned vessels occurs, the Port shall facilitate the exchange of insurance information as it was filed with the Port office upon request by any of the parties involved.

22. Commercial use of Port facilities, including the direct sale of fish or seafood products from vessels, is prohibited unless expressly authorized by the Port. Any

authorized activity must comply with applicable rules and obtain all required permits from the City of Garibaldi, Tillamook County, the Oregon Department of Fish and Wildlife (ODFW), the Oregon Department of Agriculture (ODA), and any other applicable federal, state, or local regulatory agencies. All required permits, licenses, and approvals must be obtained in advance, kept in good standing, and conducted in full compliance with applicable laws, regulations, and Port rules.

Seafood and seafood products may only be sold directly from vessels within their assigned moorage slips and are subject to the following conditions:

- (A) Seller must comply with all applicable city, state, and federal rules and regulations.
 - (B) Fish and seafood products must be properly wrapped and handled in accordance with health and safety standards.
 - (C) All signage and advertising must be approved by the Port.
 - (D) Sales are permitted during daylight hours only.
 - (E) Seller must agree in writing to hold the Port harmless from any liability arising from the sale or consumption of products.
23. No person shall clean, wash, or process fish or shellfish on any walkways, wharves, docks, barges, or piers of the Port, except in facilities and equipment designated for that purpose by the Port. A fish cleaning station is located across from Lumberman's Park on the corner of Jerry Creasy Drive and 6th Street. The disposal of fish carcasses or shells in the waters of the boat basin is strictly prohibited.
24. No person shall fish or crab from the walkway, wharves, docks, barges, or piers of the Port. The current areas open for crabbing is at Pier's End on Bay Lane, turning off Hwy. 101 on 12th Street, the dock located on the bay access at 613 Commercial Street, and the Cargo dock located by the USCG Helicopter Pad.
25. Children under 12 years of age shall not be allowed on the Port docks unless supervised by a parent or responsible adult and wearing U.S. Coast Guard approved life jackets.
26. No cooking or open flames shall be allowed on the walkways, wharves, docks, barges, piers, or parking lots of the Port. BBQs, crab cooking, and open flames are authorized in designated areas only
27. No fireworks shall be allowed on the walkways, wharves, docks, barges, or piers of the Port. In the event of fire occurring aboard any vessel in Port, the vessel owner/operator shall call 911 Port personnel will not board or attempt to control or fight the fire.
28. Except as provided below, it shall be unlawful for any person to discharge or use any firearm, air gun, BB gun, pellet gun, compressed-air device, spring-powered

device, slingshot, blowgun, dart gun, or any other device capable of propelling a projectile by explosive, pneumatic, mechanical, elastic, or similar force, on or from any walkways, wharves, floats, docks, barges, piers, or other properties of the Port, or from any vessel moored to Port facilities.

This section shall not apply to:

- (A) Law enforcement officers or emergency responders acting within the scope of their official duties; or
 - (B) Lawful acts of self-defense or defense of others, conducted in accordance with applicable Oregon law, including concealed handgun licensing statutes and rules, provided such use is otherwise lawful.
29. Recreational swimming, surface, and scuba diving from or near to Port docks, bicycling, skateboarding or use of motorcycles or any other wheeled vehicle unless said vehicle or device is necessary as a prosthetic device shall not be permitted on the Port docks.
30. Sandblasting, metal cutting, welding, or paint over-spraying are prohibited on Port docks, wharves, roadways, and walkways. No person shall do any welding unless done by a person experienced in the art of welding, using equipment having minimum safety requirements and having in their possession a fire extinguisher of the kind approved by the U.S. Coast Guard for use on a commercial vessel.
31. All boat owners, operators, crew, or guests using the Port area or its facilities for moorage or otherwise shall keep their boat and the pier or finger in the vicinity of their boat neat, clean, orderly, and shipshape.
- (A) No gear, crab pots, materials, tackle, dock boxes, or other storage or debris shall be left on Port docks or other Port facilities, except as provided in this Ordinance and at the direction of the Port management.
 - (B) No gear lockers shall be allowed on Port docks.
32. All persons using Port facilities or equipment must comply with posted signs, as well as verbal or written instructions from Port staff, and all administrative and operational policies and procedures issued or authorized by the Port Manager or Port Commission.
- Failure to comply with these directives, or any harassment, intimidation, or abuse of Port staff, may result in denial of services, revocation of moorage or facility access, and may subject the offender to removal from Port property and further legal action under applicable laws.
33. Rowboats, skiffs, dinghies, rafts, nets, reels, and other items of equipment shall be stored only in areas designated by the Port Manager or designee, and each item shall bear an identifying mark as to the ownership of the property. Any items, equipment or gear left without proper storage arrangements will be in violation of the rules and subject to being abated as a nuisance (Section II, Item 8).

34. The Port reserves the right to inspect any of the rented or leased premises at any time. Failure to inspect shall not be deemed to create any responsibility upon the Port.

35. Net Repair: Nets may be repaired in designated parking lot areas on Port property.

(A) The Manager or authorized agent must authorize and be notified upon arrival of any net to be repaired on Port facilities.

(B) Net repair space will be allotted on an as-available basis.

(C) The Port shall not be held liable for any loss or damage to nets being repaired on Port facilities.

(D) Port may charge a fee for use of space in accordance with current rate resolution.

36. Gear Repair:

(A) The Manager or authorized agent must authorize and be notified upon arrival of any gear to be repaired on Port facilities.

(B) All gear being repaired on Port facilities must be marked with readily visible owner name, vessel name and documentation or registration number.

(C) Gear repair space will be allotted on an as-available basis.

(D) The Port shall not be held liable for any loss or damage to gear being repaired on Port facilities.

(E) Port may charge a fee for use of space in accordance with current rate resolution.

37. Lot Storage:

(A) No gear shall be left upon Port properties without the written permission of the Port office, except pursuant to a completed and accepted Port Moorage or Lease Agreement. The Port must be notified of the proposed storage prior to use of Port properties for storage. The storage of hazardous, flammable, explosive, toxic, or otherwise dangerous materials on Port property is strictly prohibited unless expressly authorized in writing by the Port and in full compliance with applicable local, state, and federal regulations. Unauthorized storage may result in immediate removal at the owner's expense, termination of moorage or lease agreements, and potential legal action.

(B) Short-term storage for working gear only (as defined by the Port) will be allowed. The Port reserves the right to assign location of gear storage and charge a storage fee.

(C) The resident fleet will be given priority on lot storage space.

(D) Each item stored at Port facilities shall be marked with a tag containing the name and number of the vessel to which the gear belongs, the name and address of the

registered owner and the name of the operator of the vessel. A single tag may be utilized for each group of crab pots or similar fishing gear if the tag specifies the number of crab pots or similar fishing gear included in the group.

- (E) Removal of fishing gear or crab pots must have owner approval (the owner may delegate, in writing, a representative, i.e., the skipper of the vessel).
- (F) The Port reserves the right to move stored property for better utilization of Port properties or to protect the property of others. The Port assumes no liability for loss or damage to stored property. The vessel owner is responsible for any and all additional charges incurred by impoundment or removal.
- (G) Unidentified gear shall be deemed abandoned and may immediately and without notice be moved and may be placed in storage or sold. Impounded gear may be redeemed by:
 - (1) Presenting proof of ownership; and
 - (2) Payment of all fees or making arrangement with the Port for payment of all fees in the manner provided in Part II, Item 6 of this Ordinance.
- (H) It is the owner's responsibility to insure and maintain insurance on items placed in storage by the Port of Garibaldi.
- (I) A dumpster may be provided in the storage lot area at the discretion of the Port. If provided, storage lot tenants may be assessed an additional charge for its use. Regardless of dumpster availability, each lot holder is responsible for the removal and proper disposal of their own refuse.

The disposal of hazardous or prohibited materials—including but not limited to oil, fuel, solvents, batteries, paints, appliances, and oversized debris—is strictly prohibited in Port dumpsters or on Port property. Lot holders must arrange for proper off-site disposal of such materials in accordance with local, state, and federal regulations.

38. Parking/Traffic: Parking shall be for Port patrons only.

- (A) There shall be no public parking except in areas designated by the Port of Garibaldi.
- (B) No person shall stop, park, or permit to remain, a motor vehicle on the walkway.
- (C) No person shall stop, park, or permit to remain unattended, a motor vehicle in front of any launch ramp, walkway, or turnaround of the Port of Garibaldi.
- (D) No person shall stop, park, or permit to remain, a motor vehicle in fire lanes, the gear storage area, or any other area where parking is prohibited.
- (E) Long-term parking (more than three (3) days) of a vehicle shall be by permission of Port management only and shall be in a designated parking area. A parking pass may be required and issued by the Port and a fee may be charged.

- (F) Boats are not allowed in long-term parking. Travel trailers may not be parked at any time on Port properties, except in designated areas. Boat trailers may be parked at Port of Garibaldi in designated areas only after permission has been obtained from the Port. Trailer must have tag identifying owner, address, and phone number.
 - (G) No person shall stay overnight in any vehicle, boat, recreational trailer, camper, or other vehicle while said vehicle is parked on Port property.
 - (H) Operation of a motor vehicle on Port properties in excess of the posted speed limit or in a manner which creates a hazard to motor or foot traffic or property is prohibited.
 - (I) Any vehicle parked in violation of these regulations is subject to a citation, to impoundment, and/or may be towed from Port properties and stored at the owner's risk and expense thereof in the manner provided by City, County, and State regulations. Abandoned vehicles or watercraft shall be disposed of as provided by Part II, Item 8 of this Ordinance. The Port assumes no liability for loss or damage to vehicles parked on Port properties.
 - (J) Vehicle or vessel disassembling and maintenance is prohibited on Port properties.
39. No animal shall be allowed on Port properties or on Port docks unless said animal is on a leash, held and controlled by the owner.
- (A) Animals shall not be allowed on the docks except to go directly to or from a boat and must be on a leash held and controlled by the owner. No animal shall be tied to any portion of the Port docks or properties. Animal control is subject to City of Garibaldi Resolution No. 124.
 - (B) No person having control of any animal on Port facilities shall allow waste or droppings of that animal to remain on any wharf, dock, barge, pier, or walkway of the Port. Animal waste or droppings shall be immediately removed and placed in the nearest waste receptacle.
 - (C) The Manager or designated employees shall be authorized to contact local law enforcement agencies to impound any animal in violation of City of Garibaldi Resolution 124.
40. Regulation of Signs: No person may write or post any written or printed matter in any place on Port of Garibaldi properties in public areas without permission of the Port.
41. Peddling Prohibited: It shall be unlawful for any person to peddle or sell any goods, wares or merchandise upon the docks, roadways, or other lands under the jurisdiction of the Port without having permission from Port Manager and subject to City of Garibaldi Resolution No. 131 providing for licensing and regulation of solicitors, hawkers, and peddlers. Fish may be sold from boats providing you meet the necessary State licenses and permits have been obtained.

42. Willful Damage to Property: It shall be unlawful for any person to willfully or carelessly destroy, damage, disturb, deface, or interfere with any buoy, float, life preserver, sign, notice, or any other municipal property whatsoever under the jurisdiction of the Port.
43. Registering Additional Boats: Owner may register a second boat if the second boat is the same size or smaller than the boat assigned to the slip. However, owner may only have one boat in the water at a time. If two boats registered to the same slip are in the water at the same time, a guest fee will be charged to the second boat. All boats registered in a slip must be owned by the slip holder, with vessel title in the slip holder's name.
44. All moorage holder information is subject to public disclosure laws.
45. Enforcement:

(A) The Port Manager and/or designees shall enforce these regulations. The Port Manager may request persons violating these regulations to leave the Port areas and/or obtain the assistance of law officers to protect property, lives or preserve the peace. The Port Manager may interpret the reasonable intent of these regulations to carry out the purposes of these regulations. If a vessel, the owner of which has been notified to remove the vessel from the Port area, is not removed immediately, it may be impounded by the Port Manager, and may be removed by a private contractor, charges for which will be assessed against the vessel and/or its owner.

(B) The Port employees may be deputized to enforce this Ordinance or any other or any subsequent ordinance, resolution, or motion of the Commission of the Port of Garibaldi, in accordance with ORS 777.190. Ordinances, resolutions, rules and regulations, and motions of the Port shall be enforced by any peace officer of the State of Oregon, County of Tillamook, or City of Garibaldi.

PART XIV: FISH CLEANING STATION RULES & REGULATIONS

The Port of Garibaldi provides a fish cleaning station for the convenience of boaters and visitors. To ensure the station remains safe, sanitary, and environmentally responsible, all users must comply with the following rules:

1. Authorized Use

- (A) The fish cleaning station is for the cleaning of legally caught fish, shellfish, and crab only.
- (B) Commercial processing or large-scale cleaning operations are not permitted.

2. Disposal of Carcasses, Shells, and Waste

- (A) All fish carcasses, shells, and waste must be disposed of through the designated fish grinder or placed in the designated disposal receptacles.

- (B) Dumping of carcasses, shells, or fish waste in the boat basin, marina waters, docks, restrooms, or dumpsters is strictly prohibited.
- (C) Crab shells and other hard waste must be ground or bagged and disposed of in proper containers.

3. Station Cleanliness

- (A) Users must clean up after themselves, including tables, sinks, grinders, and surrounding areas.
- (B) All cleaning surfaces must be rinsed and left in a sanitary condition.
- (C) Trash, bait containers, and packaging must be placed in designated garbage or recycling receptacles.

4. Grinder Operation

- (A) Follow posted instructions for proper grinder operation.
- (B) Do not overload or jam the grinder with whole fish or inappropriate materials (e.g., plastic, rope, bags, cans, or other non-fish waste).
- (C) Report grinder malfunctions immediately to the Port office.

5. Environmental Protection

- (A) Fish cleaning and waste disposal must comply with Oregon Department of Fish & Wildlife (ODFW) and state environmental regulations.
- (B) Waste must not be discharged into any storm drains or waterways.
- (C) Users must use water responsibly and avoid unnecessary waste.

6. Common Courtesy & Best Practices

- (A) Be courteous to other users; limit cleaning time during peak periods.
- (B) Do not leave fish, crab, or gear unattended at the station.
- (C) Pets are not allowed on the cleaning tables or in grinder areas.
- (D) Children must be supervised at all times.

7. Enforcement

- (A) Failure to follow these rules may result in suspension of privileges, fines, or denial of access to Port facilities.
- (B) Violations of state or federal environmental regulations may be subject to further enforcement actions.
- (C) Failure to follow these rules may result in suspension of privileges, fines, or denial of access to Port facilities.
- (D) Violations of state or federal environmental regulations may be subject to further enforcement actions.

PART XV: ENVIRONMENTAL BEST MANAGEMENT PRACTICES

The Port of Garibaldi is committed to protecting water quality, fish and wildlife habitat, and the overall health of Tillamook Bay and Oregon's coastal waters. All boaters are expected to follow these Environmental Best Practices (EBPs) while using Port facilities. Compliance with these practices helps keep our harbor safe, clean, and in line with state and federal regulations.

1. Engines & Bilges

- (A) Use absorbent bilge pads or socks to capture oil and fuel residues.
- (B) Recycle or properly dispose of petroleum products, including used oil and filters (drain filters thoroughly).
- (C) Do not discharge bilge water with a visible sheen.
- (D) Never place fuels, oils, or oily rags in Port dumpsters.
- (E) Contact the Port office for information on oil recycling locations.

2. Painting, Varnishing & Surface Prep

- (A) In-water hull scraping or underwater paint removal is prohibited.
- (B) Limit open containers of solvents/paints on docks to one gallon or less.
- (C) Always mix paints, varnishes, or epoxies over tarps to prevent spills.
- (D) Use drip pans or drop cloths under all painting and varnishing activities.
- (E) Spray painting is not allowed within the Port.
- (F) Use biodegradable, non-toxic, phosphate-free cleaners for all surface preparation.
- (G) Capture sanding debris with vacuum sanders or tarps stretched between vessel and dock.

3. Sewage & Wastewater

- (A) Discharge of untreated sewage is strictly prohibited in the marina, boat basin, or Tillamook Bay.
- (B) Use shoreside restrooms and pump-out stations whenever possible.
- (C) Ensure Marine Sanitation Devices (MSDs) are maintained and operating correctly:
- (D) - Type I & II MSDs: May only discharge treated waste while underway in approved coastal waters, never while moored.
- (E) - Type III MSDs: Holding tanks only, must use pump-out stations.
- (F) Use biodegradable and marine-safe toilet products to reduce environmental impacts.

4. Solid Waste & Recycling

- (A) Dispose of all garbage in designated receptacles; do not throw waste overboard.
- (B) Recycle plastics, cardboard, paper, and aluminum in designated containers.
- (C) Fish and crab must be cleaned only at designated fish cleaning stations; carcasses must be placed in solid waste bins, never in waterways.

(D) Pet waste must be bagged and disposed of in garbage receptacles.

5. Hazardous Materials & Prohibited Activities

(A) Hazardous waste (fuels, oils, solvents, paints, batteries, etc.) must be properly stored and disposed of at authorized facilities.

(B) Contact the Port office for guidance on hazardous waste disposal.

(C) Burning petroleum waste, garbage, or any material producing noxious smoke is strictly prohibited.

(D) Maintenance or repair work may only be done in designated areas, not in parking lots, roadways, or other unauthorized Port property.

(E) Boat owners and tenants are responsible for compliance with all applicable federal, state, and local environmental regulations.

6. Environmental Stewardship & Responsibility

(A) Report spills immediately to the Port office and follow spill response procedures.

(B) Keep absorbent materials, spill kits, and appropriate clean-up tools on board at all times.

(C) Use non-toxic cleaners and environmentally friendly products whenever possible.

(D) Educate crew and passengers about clean boating practices.

Together we can protect Tillamook Bay and the Oregon Coast. Thank you for helping the Port of Garibaldi remain clean, safe, and environmentally responsible.

For more information, or to report concerns, contact the Port office at (503) 322-3292.

PART XVI: PORT OF GARIBALDI RV PARK RULES AND REGULATIONS

The following rules govern the use and operation of the Port of Garibaldi RV Park. These rules are designed to promote a safe, clean, and enjoyable environment for all guests, while ensuring compliance with applicable local, state, and federal laws.

1. Registration & Payment

(A) Spaces are rented by the day, week, or month; all fees must be paid in advance and kept current.

(B) A deposit may be required to secure a site. Cancellations must be made at least 48 hours prior to scheduled arrival. No refunds will be issued for weather or early departure

(C) A \$25 late fee is assessed on the 5th day after payment is due unless prior arrangements are made with management.

2. Check-In & Check-Out

- (A) Check-in time: 3:00 p.m.
 - (B) Check-out time: 1:00 p.m. Late checkouts must be approved by management and may result in additional charges.
3. Quiet Hours
- (A) Quiet hours are from 10:00 p.m. to 7:00 a.m. Generators may only be used in emergencies.
4. Stay Limits & Occupancy
- (A) Maximum occupancy: 6 people per site unless otherwise approved by management.
 - (B) No long-term tenancy. Maximum stay is 180 days (6 months) in any 365-day period.
5. Vehicles & RV Standards
- (A) Maximum of 3 currently registered vehicles per site (including RV/camper).
 - (B) RVs must be safe, operable, clean, and generally under 10 years old unless approved by management.
 - (C) All vehicles must have current registration, insurance, and be capable of being moved without notice.
 - (D) No in-park vehicle repairs, maintenance, fluid changes, or vehicle washing.
6. Service Connections
- (A) Electrical, water, and sewer connections must be in good working order and comply with health and safety standards.
 - (B) All hoses and fittings must be watertight and properly elevated.
 - (C) Dumping of waste or graywater on the ground is prohibited.
 - (D) Only approved materials may be introduced into the sewer system.
7. Site Maintenance & Appearance
- (A) Sites must be kept clean and free of clutter.
 - (B) Permanent structures, skirting, long-term storage, or sales events are prohibited without written approval.
 - (C) Crab cooking and fish cleaning are prohibited in the park.
8. Storage
- (A) Outdoor storage of property or appliances requires prior approval.
 - (B) A \$25 monthly fee may be charged for outdoor appliances (refrigerators, freezers, etc.).
 - (C) Hazardous, flammable, or toxic materials may not be stored on Port property.
9. Speed Limit & Parking

- (A) Speed limit is 5 mph. Three infractions may result in eviction.
- (B) Parking is restricted to designated sites only. No parking on grass, streets, or vacant sites.

10. Children

- (A) Children must be supervised at all times. Parents/guardians are responsible for their actions.

11. Pets

- (A) Domestic pets only. Pets must be leashed at all times and not left unattended.
- (B) Owners must clean up after pets. Waste must be bagged and disposed of properly.
- (C) Aggressive or disruptive animals are not allowed.
- (D) Proof of vaccinations must be provided upon request.
- (E) Pets are prohibited in park buildings, except registered service animals.

12. Smoking & Alcohol

- (A) Smoking is prohibited inside park facilities and within 10 feet of public buildings.
- (B) Alcohol must be consumed responsibly and in compliance with state law.

13. Park Property & Trees

- (A) Damage to Port property, including trees and landscaping, is prohibited. No attaching items to trees.

14. Facilities Use

- (A) Restrooms, showers, and laundry facilities are for guest use only.
- (B) Guests must clean up after themselves.
- (C) Washing dishes, pets, or vehicles in facilities is prohibited.
- (D) Laundry machines may not be used for pet bedding or non-standard items.

15. Trash & Recycling

- (A) Guests must dispose of garbage in designated bins. Trash must be bagged.
- (B) Dumping hazardous materials, electronics, or oversized items is prohibited.

16. Prohibited Activities

- (A) Use of firearms, explosives, fireworks, drugs, or metal detectors is prohibited.
- (B) Commercial solicitation, door-to-door sales, or distribution of flyers is not allowed.

17. Refusal of Service & Enforcement

- (A) The Port may refuse service, deny access, or evict guests for violations, harassment, illegal activity, or non-payment.

(B) Guests may be subject to trespass enforcement under ORS statutes.

18. Liability

(A) The Port is not liable for accidents, injuries, theft, fire, flood, wind, or acts of God.

(B) Guests are responsible for their visitors, pets, and any damage caused.

19. Compliance with Laws

(A) All guests must comply with Port regulations, city ordinances, Oregon state law, and federal law.

PART XVII: PLAYGROUND RULES & REGULATIONS

The Port of Garibaldi provides a public playground for community and visitor enjoyment. To ensure a safe, clean, and welcoming environment, all users must comply with the following rules:

1. Hours of Operation

(A) The playground is open daily from sunrise to sunset.

(B) No use of the playground is permitted outside of posted hours.

2. Prohibited Activities

(A) No camping, sleeping, or loitering on or around the playground.

(B) No smoking, vaping, alcohol, or drugs permitted on playground grounds.

(C) Fires and fireworks are not allowed.

(D) Bicycles, skateboards, scooters, and motorized vehicles are prohibited inside the play area.

3. Safety Rules

(A) Children must be supervised by a parent or responsible adult at all times.

(B) Users must play safely and respectfully; rough housing, fighting, or disruptive conduct is not allowed.

(C) Playground equipment must be used only as intended.

(D) Pets are not allowed inside the playground area (service animals excepted).

4. Cleanliness & Trash

(A) All trash; bottles, cans, and food wrappers must be disposed of in designated containers.

(B) Littering is strictly prohibited.

(C) Glass containers are not permitted.

5. Respect for Others

- (A) Please share equipment and allow everyone equal access.
- (B) Be courteous to others by limiting noise and avoiding disruptive behavior.
- (C) Amplified music, solicitation, or commercial activity is not allowed without Port approval.

6. Notices & Posted Rules

- (A) All users must comply with any posted signs, notices, or instructions issued by the Port of Garibaldi.
- (B) Temporary rules or restrictions posted for safety, maintenance, or events are enforceable.

7. Event Reservations

- (A) The playground and surrounding park space may be reserved for special events with prior approval.
- (B) To reserve the area, please contact the Port of Garibaldi office for availability, permits, and applicable fees.

8. Liability & Enforcement

- (A) Use of the playground is at your own risk. The Port of Garibaldi is not responsible for accidents, injuries, or lost property.
- (B) Failure to follow these rules, or posted notices, may result in removal from the playground and/or further enforcement action under applicable laws.

PART XVIII: PORT PROPERTY RECREATIONAL USE; LIABILITY IMMUNITY

1. Purpose and Intent

- (A) The purpose of this section is to clarify the Port's treatment of incidental recreational use of Port-owned or Port-controlled property and to recognize the availability of statutory liability immunity under Oregon law when such use occurs.
- (B) This section is intended to:
 - (1) Preserve the Port's authority to operate, regulate, and secure Port property for maritime, industrial, and commercial purposes;
 - (2) Avoid the creation of any public right of access or duty of care beyond that required by law; and
 - (3) Support the Port's risk-management objectives consistent with state statute.

2. Recreational Use of Port Property

- (A) From time to time, members of the public may engage in incidental recreational activities on certain Port-owned or Port-controlled property, including but not limited to walking, viewing, or passing through designated or undesignated areas such as paths, rights-of-way, easements, or access ways.
- (B) Recreational use of Port property is **permissive, revocable, and non-exclusive**, and may be restricted, conditioned, or prohibited at any time by the Port Commission or Port staff.
- (C) Nothing in this Ordinance shall be construed as:
 - (1) A dedication of Port property to public use;
 - (2) A guarantee of public access; or
 - (3) Authorization to enter operational, restricted, leased, or hazardous areas.

3. Liability Immunity; Opt-In by Resolution

- (A) Pursuant to ORS 105.668, as amended, the Port Commission of the Port of Garibaldi has **affirmatively elected to opt in** to the statutory liability immunity available to local governments for claims arising from **ordinary negligence** related to certain recreational uses of land and facilities, **by adoption of a separate resolution** of the Port Commission.
- (B) The scope and application of such immunity shall be governed by ORS 105.668 and the terms of the applicable opt-in resolution, as may be amended from time to time.
- (C) This Ordinance section:
 - (1) Recognizes the Port's opt-in election as a matter of policy and administration;
 - (2) Does not independently grant, expand, or limit liability immunity beyond that provided by statute and resolution; and
 - (3) Does not create or expand any duty, public right of access, or obligation to allow or maintain recreational use of Port property.

4. Limitations and Preservation of Authority

(A) Nothing in this section shall be construed to limit:

- (1) The Port's enforcement authority under this Ordinance;
- (2) The Port's ability to regulate conduct, close areas, or impose safety requirements;
- (3) Liability for gross negligence, recklessness, willful or wanton misconduct, or strict liability where applicable.

(B) Operational safety and port operations shall take priority in the event of a conflict between recreational use and:

- (1) Maritime operations,
- (2) Industrial activity,
- (3) Vessel movement,
- (4) Vessel fueling, loading, unloading, or repair,
- (5) Port facility and infrastructure maintenance.

This Ordinance is adopted pursuant to ORS Chapter 777, including the Port's authority to regulate and police Port property and facilities and provides the rules and regulations for the control and management of the all properties and facilities of the Port of Garibaldi by the Port of Garibaldi Board of Commissioners on this 11th day of March 2026.



Val Folkema, President

ATTEST:



Kelly Barnett, Secretary

