

AGENDA
PORT OF SIUSLAW COMMISSION MEETING

Wednesday, November 15, 2023, 7:00pm
Port of Siuslaw Conference Room
100 Harbor St, Florence, OR 97439

Terry Duman, President;
Bill Meyer, 1st VP, Dale Edwards, Treasurer, Craig Zolezzi, 2nd VP
Mike Buckwald, Secretary

Join Zoom Meeting

<https://us06web.zoom.us/j/85832571476?pwd=DXs3Cr4XvyCPEw7aBgpLalaK4d3K0X.1>

Call to Order

Duman

1. Requested Board Hearing – Perry Bordeaux

Public Comment: *This is an opportunity for members of the audience to bring to the Commission’s attention any item not otherwise listed on the agenda. Comments will be limited to five (5) minutes per person, with a maximum time of 15 minutes for all items. Speakers may not yield their time to others.*

2. Approval of the Agenda by consent

Duman

3. Approval of the Minutes by consent

Duman

4. Approval of the Financials by consent

Stewart

a. Checks printed in October were \$105,472.73.

b. Occupancy for the Campground was 82% same as last year and moorage was up 11% from last year.

5. Discussion on “Recreational Immunity Ends for Improved Trails”

Zolezzi

6. Ordinance 13 – 2023 Declaring an Emergency and Establishing an Immediate Effective Date.

a. Addendum to moorage agreement

b. Addendum to liveaboard authorization

7. Manager and Commissioner Reports

Upcoming Meetings and Conferences

- **December 20, 2023, Commission Meeting 7:00pm**

Adjourn

Duman

MINUTES
PORT OF SIUSLAW COMMISSION MEETING

Wednesday, October 18, 2023, 7:00pm
Port of Siuslaw Conference Room
100 Harbor St, Florence, OR 97439

Present - Terry Duman, President;
Bill Meyer, 1st VP, Craig Zolezzi, 2nd VP
Mike Buckwald, Secretary, Absent - Dale Edwards, Treasurer

Call to Order 7:08pm

Public Comment: *none*

1. **Take action from Executive Session if necessary** – Motion made by Buckwald to increase Manager pay to \$120K annually, second by Meyer and vote was unanimous. Meyer said he appreciates the Job the Manager and staff have done and is deserving of every penny. Duman said he finally thinks Huntington is getting paid what a Port Manager should be paid.
2. **Approval of the Agenda by consent**
3. **Approval of the Minutes by consent**
4. **Approval of the Financials by consent** – Stewart said Checks printed in September were \$151,564.34 and Occupancy for the Campground was up 3% from last year and moorage was up 10% from last year. Stewart said the interest rate for our MMA account is now 5.1%. Also, the savings account was closed and a Capital Reserve MMA was opened and will now be getting the 5.1% interest rate also. Buckwald asked when the \$50K budgeted transfer will be made and Stewart said this month. Buckwald asked about the meeting with Grimstad, our auditor, and if we got the answers we were looking for which is about the beginning funds of the budget. Grimstad said she needed to talk with Buckwald since she didn't understand the question. Buckwald said to not let her forget.
5. **Review** bids for Mo's roof repairs – Huntington said we gave everyone a second chance for the bids. Central Coast made a few changes. Huntington said Central Coast wouldn't be able to get to it till next year. The only bid that could get the job done this year would be Canterbury. Zolezzi asked if we had any experience with the bidders. Huntington said we did with Canterbury's because they did the Lotus project. Duman said he didn't see a timeline on there bid and Huntington said they are all good. Huntington said the roof currently is composite and it's real bad. Buckwald asked what the budget amount is and Stewart said \$60K. Duman said if he was doing this, he would go to Canterbury and Central Coast and say "you have 120 days to do this, can you do this?". Duman says he doesn't want this to be strung out. Duman said we need a schedule. Buckwald said to have Huntington get with the bidders and get timelines.
6. **Review** bids for Boardwalk Fire System – Huntington said we have bids from Harvey and Price and Omlid & Swinney. Omlid & Swinney is who has been doing all the work on the fire system. Zolezzi asked where the system was. Huntington said under Mo's and ICM but that's been done but the boardwalk system needs repaired. Huntington said these bids are for under the boardwalk only. Huntington said Harvey & Price put the original system in. Duman said for the price we should go with Harvey & Price. Buckwald said we need to find out if we have to use prevailing wage rates. Huntington said he will go back and look at what the thresholds are. Duman suggests we accept Harvey & Price if they can accept the wages.

- 7. Manager and Commissioner Reports** – Huntington asked if everyone saw the dredge spoils pit. He said they did a really good job. Huntington said we may need to get rid of some debris that wasn't expected. Meyer asked about Jack Akin and his work. Huntington said he and Bill need to take a trip to see Jack's work. Huntington said we are putting grass seed out there now.

Adjourn – 7:42pm

Port of Siuslaw
Combined Balance Sheet
As of October 31, 2023

	Oct 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1006 · Umpqua General Checking	28,525.87
1008 · Capital Reserve MMA	327,339.62
1009 · Umpqua MMA General Fund	2,459,561.01
1011 · Umpqua MMA ICM	5,320.36
1070 · Petty Cash	1,000.00
Total Checking/Savings	2,821,746.86
Other Current Assets	
1130 · Inventory - Gas	11,130.30
1140 · Inventory - Diesel	13,429.10
1220 · Accounts Receivable	31,492.61
1250 · Taxes receivable	14,639.00
1450 · Prepaid insurance	27,494.50
1499 · Undeposited Funds	4.79
Total Other Current Assets	98,190.30
Total Current Assets	2,919,937.16
Fixed Assets	
1510 · Land	2,367,874.00
1515 · Land Improvements	2,013,036.50
1520 · Buildings & Docks	8,037,139.56
1525 · Equipment & Vehicles	761,055.71
1600 · Accumulated Depreciation	-1,290,853.00
1615 · Accum Depr - Land Improvements	-1,321,558.70
1620 · Accum Depr - Buildings & Docks	-4,731,734.33
1625 · Accum Depr - Equip & Vehicles	-706,731.44
Total Fixed Assets	5,128,228.30
TOTAL ASSETS	8,048,165.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · *Accounts Payable	22,388.26
Total Accounts Payable	22,388.26
Credit Cards	
2021 · Port Credit Card 1	7,248.78
2022 · Port Credit Card 2	27.95
Total Credit Cards	7,276.73
Other Current Liabilities	
2030 · Deposits Held	7,360.00
2040 · Gift Certificates	327.79
2045 · Unearned CG Revenue (Hercules)	269,883.70
2050 · Deferred Compensation Plan NRS	14,460.63
2160 · Accrued Interest	9,482.00
2420 · Lease Payable #9608	17,142.00
Total Other Current Liabilities	318,656.12
Total Current Liabilities	348,321.11
Long Term Liabilities	
2390 · OBD Loan L0004 Bdwk	42,664.00
2440 · OBD Loan 524016 Dredging	38,411.96
2491 · OBD Loan 525186 MSLTD	317,713.57
2492 · OBD Loan 525196 Wharf	250,372.69

Port of Siuslaw
Combined Balance Sheet
As of October 31, 2023

	<u>Oct 31, 23</u>
Total Long Term Liabilities	649,162.22
Total Liabilities	997,483.33
Equity	
3300 · Invested in Capital Assets	4,565,124.40
3900 · Fund Balance	-456,022.41
Net Income	2,941,580.14
Total Equity	7,050,682.13
TOTAL LIABILITIES & EQUITY	<u>8,048,165.46</u>

Port of Siuslaw
Profit & Loss Budget vs. Actual - General Fund
 July through October 2023

						TOTAL	
	Jul 23	Aug 23	Sep 23	Oct 23	Year to Date	Budget	Variance
Income							
4100 · Available Beginning Cash	2,446,647.00	0.00	0.00	0.00	2,446,647.00	2,446,647.00	0.00
4140 · Campground Revenue	138,713.52	128,944.33	114,871.12	68,157.83	450,686.80	800,000.00	-349,313.20
4150 · Leases	17,059.70	16,909.70	15,859.70	15,059.70	64,888.80	176,302.00	-111,413.20
4160 · Moorage	12,022.12	15,325.28	16,654.15	10,693.16	54,694.71	75,000.00	-20,305.29
4190 · Marine Fuel	3,604.41	7,521.77	19,226.78	3,604.87	33,957.83	22,000.00	11,957.83
4200 · Other Facility Income	5,566.71	6,210.01	4,268.62	5,839.16	21,884.50	21,200.00	684.50
4500 · Levied Taxes	202.24	830.32	516.89	477.63	2,027.08	372,000.00	-369,972.92
4515 · State Forest Sales	10,026.20	0.00	0.00	0.00	10,026.20	10,000.00	26.20
4540 · Interest Income	8,342.64	9,280.97	9,380.00	10,465.19	37,468.80	4,000.00	33,468.80
4550 · Maintenance Assistance Program	0.00	0.00	0.00	0.00	0.00	21,350.00	-21,350.00
4555 · Bulkhead Revenue	0.00	0.00	0.00	0.00	0.00	500,000.00	-500,000.00
4600 · Miscellaneous Income	19,703.69	6,100.00	205.50	10,257.11	36,266.30	30,000.00	6,266.30
Total Income	2,661,888.23	191,122.38	180,982.76	124,554.65	3,158,548.02	4,478,499.00	-1,319,950.98
Gross Profit	2,661,888.23	191,122.38	180,982.76	124,554.65	3,158,548.02	4,478,499.00	-1,319,950.98
Expense							
5000 · Personal Services							
5020 · Port Manager	3,758.33	7,516.66	7,516.66	7,516.66	26,308.31	99,220.00	-72,911.69
5030 · Administrative Assistant	2,160.02	5,130.40	5,385.46	4,664.00	17,339.88	60,632.00	-43,292.12
5045 · Services Lead	1,526.40	3,578.08	3,771.22	3,252.80	12,128.50	42,058.00	-29,929.50
5061 · Campground Staff	1,503.00	2,939.20	2,939.20	2,755.50	10,136.90	38,584.00	-28,447.10
5075 · Maintenance I Lead	2,287.50	4,784.00	4,420.00	4,576.00	16,067.50	55,120.00	-39,052.50
5077 · Maintenance IV	1,386.00	3,168.00	3,312.00	2,880.00	10,746.00	39,685.00	-28,939.00
5079 · Maint II/ Staff	1,780.80	4,083.20	4,268.80	3,712.00	13,844.80	48,506.00	-34,661.20
5080 · Maint III / groundskeeper	0.00	0.00	0.00	0.00	0.00	37,482.00	-37,482.00
5110 · Payroll taxes	1,539.57	3,125.48	3,157.59	2,914.28	10,736.92	42,129.00	-31,392.08
5180 · Health Insurance	4,020.00	4,020.00	4,020.00	4,020.00	16,080.00	64,320.00	-48,240.00
5181 · Life Insurance	14.22	14.22	14.22	14.22	56.88	228.00	-171.12
5182 · Dental Insurance	329.10	329.10	329.10	329.10	1,316.40	5,266.00	-3,949.60
5190 · Workers Compensation Insurance	0.00	0.00	4,510.72	0.00	4,510.72	20,000.00	-15,489.28
5270 · Retirement	0.00	0.00	0.00	0.00	0.00	17,000.00	-17,000.00
5275 · Compensated absences	0.00	0.00	0.00	0.00	0.00	8,500.00	-8,500.00

Port of Siuslaw
Profit & Loss Budget vs. Actual - General Fund
 July through October 2023

						TOTAL	
	Jul 23	Aug 23	Sep 23	Oct 23	Year to Date	Budget	Variance
5280 - Overtime	0.00	0.00	0.00	0.00	0.00	3,000.00	-3,000.00
5281 - HRA Employee Benefit	6,017.70	267.70	17.70	17.70	6,320.80	7,000.00	-679.20
Total 5000 - Personal Services	26,322.64	38,956.04	43,662.67	36,652.26	145,593.61	588,730.00	-443,136.39
5300 - Material and Services	75,744.04	56,298.33	48,174.07	65,523.80	245,740.24	651,000.00	-405,259.76
6000 - Capital Outlay							
6060 - Operations Equipment							
6063 - Vehicle Replacement	0.00	0.00	0.00	0.00	0.00	60,000.00	-60,000.00
Total 6060 - Operations Equipment	0.00	0.00	0.00	0.00	0.00	60,000.00	-60,000.00
6130 - Land							
6146 - Landscape and Rock	0.00	0.00	0.00	1,120.00	1,120.00	10,000.00	-8,880.00
6147 - Mapleton and E Dock Repairs	0.00	31.88	0.00	0.00	31.88		
6148 - New RV sites - spoils pit	0.00	0.00	0.00	256.50	256.50	250,000.00	-249,743.50
Total 6130 - Land	0.00	31.88	0.00	1,376.50	1,408.38	260,000.00	-258,591.62
6150 - Facilities							
6101 - Fuel Dock Pedestal	0.00	0.00	0.00	0.00	0.00	6,500.00	-6,500.00
6151 - Mo's Building	0.00	0.00	0.00	0.00	0.00	60,000.00	-60,000.00
6155 - Wharf/Bdwb Fire System	0.00	0.00	0.00	0.00	0.00	132,000.00	-132,000.00
Total 6150 - Facilities	0.00	0.00	0.00	0.00	0.00	198,500.00	-198,500.00
6170 - Marine Facilities							
6177 - Bulkhead	0.00	0.00	0.00	84.28	84.28	500,000.00	-499,915.72
6180 - West Basin Repairs	4,000.00	0.00	0.00	0.00	4,000.00	8,000.00	-4,000.00
6183 - F Dock electrical	0.00	0.00	0.00	0.00	0.00	10,000.00	-10,000.00
6184 - ICM Dock Power Supply	6,900.00	0.00	0.00	0.00	6,900.00	15,000.00	-8,100.00
Total 6170 - Marine Facilities	10,900.00	0.00	0.00	84.28	10,984.28	533,000.00	-522,015.72
Total 6000 - Capital Outlay	10,900.00	31.88	0.00	1,460.78	12,392.66	1,051,500.00	-1,039,107.34
6700 - Contingency	0.00	0.00	0.00	0.00	0.00	900,000.00	-900,000.00
7000 - Debt Service	11,599.93	7,424.94	66,635.90	11,599.93	97,260.70	139,713.00	-42,452.30
7600 - Unappropriated Ending Fund Bal	0.00	0.00	0.00	0.00	0.00	1,097,556.00	-1,097,556.00
7700 - Transfer to other funds	0.00	0.00	0.00	50,000.00	50,000.00	50,000.00	0.00
Total Expense	124,566.61	102,711.19	158,472.64	165,236.77	550,987.21	4,478,499.00	-3,927,511.79
Net Income	2,537,321.62	88,411.19	22,510.12	-40,682.12	2,607,560.81	0.00	2,607,560.81

Port of Siuslaw
Profit & Loss Budget vs. Actual - Capital Maint Fund
 July through October 2023

	TOTAL						Variance
	Jul 23	Aug 23	Sep 23	Oct 23	Year to Date	Budget	
Income							
4100 - Available Beginning Cash	276,401.00	0.00	0.00	0.00	276,401.00	276,401.00	0.00
4540 - Interest Income	0.00	0.00	0.00	939.88	939.88	20.00	919.88
4700 - Incoming Transfer	0.00	0.00	0.00	50,000.00	50,000.00	50,000.00	0.00
Total Income	276,401.00	0.00	0.00	50,939.88	327,340.88	326,421.00	919.88
Gross Profit	276,401.00	0.00	0.00	50,939.88	327,340.88	326,421.00	919.88
Expense							
6000 - Capital Outlay	0.00	0.00	0.00	0.00	0.00	200,000.00	-200,000.00
7600 - Unappropriated Ending Fund Bal	0.00	0.00	0.00	0.00	0.00	126,421.00	-126,421.00
Total Expense	0.00	0.00	0.00	0.00	0.00	326,421.00	-326,421.00
Net Income	276,401.00	0.00	0.00	50,939.88	327,340.88	0.00	327,340.88

	Campground 2020/2021			Campground 2021-2022			Campground 2022-23			Campground 2023-24		
	% Occ.	YTD %	Nights	% Occ.	YTD %	Nights	% Occ.	YTD %	Nights	% Occ.	YTD %	Nights
JULY	77%	78%	2939	96%	96%	3660	91%	91%	3476	93%	93%	3554
AUG	88%	83%	3357	97%	97%	3705	93%	92%	3553	97%	95%	3689
SEPT	88%	84%	3243	92%	95%	3408	90%	91%	3313	91%	94%	3362
OCT	47%	75%	1780	51%	84%	1948	52%	82%	1966	47%	82%	1773
NOV	20%	64%	752	34%	74%	1258	30%	71%	1117			
DEC	18%	56%	680	25%	66%	957	26%	64%	995			
JAN	20%	51%	742	32%	61%	1210	32%	59%	1222			
FEB	22%	48%	763	37%	58%	1270	31%	56%	1073			
MAR	30%	46%	1143	37%	56%	1400	32%	53%	1227			
APR	36%	45%	1324	41%	54%	1521	37%	51%	1350			
MAY	40%	44%	1522	46%	53%	1756	52%	51%	1963			
JUN	69%	46%	2528	60%	54%	2214	67%	53%	2479			
TL YTD	46%	46%	20773	54%	54%	24307	53%	53%	23734			
REV YTD	\$756,828.00			\$795,908.00			\$836,299.00			\$ 453,881.00		

	Moorage 2021-22		
	% Occ.	YTD %	Nights
JULY	51%	51%	1850
AUG	64%	58%	2339
SEPT	78%	64%	2759
OCT	47%	60%	1725
NOV	26%	53%	929
DEC	26%	49%	932
JAN	26%	45%	965
FEB	25%	43%	840
MAR	24%	41%	870
APR	26%	39%	906
MAY	29%	38%	1068
JUN	40%	39%	1412
TL YTD	39%	39%	16595
REV YTD	\$97,804.00		

	Moorage 2022-23			Moorage 2023-24		
	% Occ.	YTD %	Nights	% Occ.	YTD %	Nights
JULY	53%	53%	1929	52%	52%	1885
AUG	58%	56%	2121	67%	60%	2453
SEPT	58%	56%	2055	78%	66%	2770
OCT	33%	51%	1194	49%	62%	1802
NOV	26%	46%	920			
DEC	25%	42%	904			
JAN	23%	39%	837			
FEB	23%	37%	770			
MAR	24%	36%	872			
APR	24%	35%	850			
MAY	28%	32%	1030			
JUN	38%	34%	1334			
TL YTD	34%	34%	14816			
REV YTD	\$111,687.00			\$ 56,950.00		


Port of Siuslaw
Profit & Loss Prev Year Comparison
July through October 2023

	<u>Jul - Oct 23</u>	<u>Jul - Oct 22</u>	<u>\$ Change</u>	<u>% Change</u>
Income				
4100 · Available Beginning Cash	2,723,048.00	1,717,373.00	1,005,675.00	58.6%
4140 · Campground Revenue	450,686.80	436,173.35	14,513.45	3.3%
4150 · Leases	64,888.80	62,013.32	2,875.48	4.6%
4160 · Moorage	54,694.71	43,216.03	11,478.68	26.6%
4190 · Marine Fuel	33,957.83	19,084.80	14,873.03	77.9%
4200 · Other Facility Income	21,884.50	15,970.38	5,914.12	37.0%
4500 · Levied Taxes	2,027.08	4,869.08	-2,842.00	-58.4%
4515 · State Forest Sales	10,026.20	2,357.67	7,668.53	325.3%
4540 · Interest Income	38,408.68	86.25	38,322.43	44,431.8%
4600 · Miscellaneous Income	36,266.30	80,053.28	-43,786.98	-54.7%
4700 · Incoming Transfer	50,000.00	0.00	50,000.00	100.0%
Total Income	<u>3,485,888.90</u>	<u>2,381,197.16</u>	<u>1,104,691.74</u>	<u>46.4%</u>
Gross Profit	3,485,888.90	2,381,197.16	1,104,691.74	46.4%
Expense				
5000 · Personal Services	145,593.61	158,571.05	-12,977.44	-8.2%
5300 · Material and Services	245,740.93	189,081.70	56,659.23	30.0%
6000 · Capital Outlay	12,392.66	15,200.00	-2,807.34	-18.5%
7000 · Debt Service	97,260.70	30,624.80	66,635.90	217.6%
7700 · Transfer to other funds	50,000.00	0.00	50,000.00	100.0%
Total Expense	<u>550,987.90</u>	<u>393,477.55</u>	<u>157,510.35</u>	<u>40.0%</u>
Net Income	<u><u>2,934,901.00</u></u>	<u><u>1,987,719.61</u></u>	<u><u>947,181.39</u></u>	<u><u>47.7%</u></u>

Kelly

From: SDAO News <eNews@sdao.com>
Sent: Monday, November 6, 2023 12:20 PM
To: Kelly
Subject: Recreational Immunity Ends for Improved Trails

If this e-mail does not display properly or if you have difficulty opening any links, click here to open the [online version](#).

 *send to a friend*



On July 6, the Oregon Court of Appeals issued an opinion in the case of Fields v. City of Newport effectively ending recreational immunity for improved trails. Public and private landowners of improved trails are no longer protected from lawsuits.

In this case, the Oregon Court of Appeals decided that there is a factual dispute between Plaintiff Fields and the City as to whether her use of the trail was recreational, or whether her primary purpose was instead for “accessing the beach”. In other words, the Court of Appeals held that the trial court needed to hold a jury trial to determine whether the plaintiff’s principal purpose on the trail was accessing the beach, or to recreate while using the trail with a friend and their dogs while they “socialized.”

Either way, recreational immunity no longer stops a case at the beginning (an “immunity” from suit), because any plaintiff can claim their “principal purpose” was not to recreate.

This case was taken to the Oregon Supreme Court who, on October 5, declined to review the Court of Appeals’ decision. This action, called “review denied” functions as a de facto endorsement by the Oregon Supreme Court of the Oregon Court of Appeals’ decision. The

protection from lawsuits that landowners relied on in deciding to open their land to the public is now likely gone for all trails. In fact, it may be gone for any property that someone can claim they were “just passing through”.

RECOMMENDATIONS FOR SPECIAL DISTRICTS

1. Improved trails that are used to access a recreational area should be inspected on a regular basis and closed if any trip and fall hazards can't be immediately mitigated. This especially includes trails, walkways and stairs used to access bodies of water, such as the ocean, lakes, rivers, streams and reservoirs.
2. Consider closing unimproved trails that can't be maintained on a regular basis, because the subjective intent of the user can now nullify recreational immunity, which means if someone is injured on an unimproved trail, the district may find itself facing a costly jury trial to determine the injured person's intent in using the trail.
3. Speak with your attorney about how *Fields v. Newport* could negatively affect your other recreational offerings to the public. For instance, someone who trips in a park can now say their primary purpose in using the park was not recreation, but rather they were simply passing through the park to access some other area in your jurisdiction.
4. Audit property you decide to leave open because it is not conducive to a claim from someone “just passing through”, to ensure your facility is protected as much as possible from liability claims. Our risk management team can assist you with this assessment.
5. Consider requiring people to sign a form affirming they are using the property only for recreational purposes if your organization can afford to post someone at that location (at a skate park, for example).
6. Contact your legislator and express your desire to keep property free and open to everyone in Oregon for recreational activities.

In 2024, League of Oregon Cities and the Association of Oregon Counties will attempt to introduce a bill to restore recreational immunity. SDAO is planning to support this bill; however, we also need the support of our members. You are highly encouraged to contact your local legislator to express your desire to restore recreational immunity and minimize the impact of unnecessary lawsuits against Oregon's local governments. To find your legislators, you can enter your address into the State of Oregon's [Legislator Lookup Tool](#).

For assistance in assessing your property and mitigating this new heightened risk, please reach out to SDAO Risk Management at riskmanagement@sdao.com.

To ensure you receive emails from us, please add the domain @sdao.com to your white list.

Port of Siuslaw
Ordinance 13 - 2023

An Ordinance Amending Ordinance 4, Sections 8.1 and 8.14, Declaring an
Emergency and Establishing an Immediate Effective Date

WHEREAS, Ordinance 4, Section 8.1 and 8.14, sets general policy for and conditions and duties upon Permittees pertaining to permitted uses or moorage; and

WHEREAS, the Port has received complaints regarding, and has administrative concerns for, the safety and well-being of Port users and the general public; and

WHEREAS, the Port desires that the public, and general usage of the Port grounds and areas, be free of concern about criminal activity from and among permit holders;

NOW THEREFORE, THE PORT OF SIUSLAW ORDAINS AS FOLLOWS:

Section 1. The Commission of the Port of Siuslaw amends Ordinance 4, Sections 8.1 and 8.14 to read:

8.1 General: It is the policy of the Port of Siuslaw Commission that the moorages in and about the Port and its commercial basin are to be used for the purpose of accommodating commercial fishing vessels, and the moorages in and about the sport basin area are to be used for the purpose of accommodating sport boat traffic; however, waiver of the above accommodations may be permitted during the off-seasonal periods. The Port of Siuslaw reserves the right to restrict the use of Port property or facilities to those who observe the general laws of the state as well as rules and regulations of the Port of Siuslaw, and furthermore, the Port of Siuslaw reserves the right to restrict the use of the commercial basin moorage facilities to those who make full and timely payment of moorage fees and charges and obey all laws, regulations and rules. Such fees and charges and the collection of the same for the sport boat moorage and facilities are the responsibility of the management lessee. To facilitate this policy, Port administrators and employees are prohibited from issuing any permit to, or entering any use agreement with, a person or entity convicted of a felony criminal act. Port administrators must require applicants for permits and uses to consent to criminal background checks and to provide information adequate to assess an applicant's ability to perform financial obligations related to permit acquisition and ongoing security.

8.14 Duty of Permittee: As a condition of the granting and continued use of a permit or moorage Berthage Agreement, the Permittee must always keep the Port of Siuslaw informed of her/his current mailing address and telephone number, along with an alternate telephone number where information may be relayed. A Permittee must notify the Port immediately upon any change of ownership of his/her vessel, and further must notify the Port immediately upon vacating the moorage assigned by the Port. Permittee must inform the Port of any criminal

convictions. Failure to keep the Port informed is a breach of covenant of Use Permit (Marina Berthage Agreement) and is grounds for immediate permit or agreement revocation.

Section 2. No other provisions of Ordinance 4 are amended by this ordinance.

Section 3. Effective Date: 11-15-23

Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the Port of Siuslaw, an emergency is declared, and this ordinance shall take effect immediately upon approval by the Port of Siuslaw Board of Commissioners. This ordinance is

ADOPTED by the Port of Siuslaw Board of Commissioners this 15th day of November, 2023.

By: _____
Terry Duman, Commission President

Attest: _____
Mike Buckwald, Commission Secretary

ENGINES AND BILGES

- Use absorbent bilge pads or socks to soak up oil and fuel
- Recycle and/or dispose of petroleum products properly
- Dispose of used oil filters properly and make sure they are thoroughly drained
- Do Not discharge bilge water if there is a sheen to the water
- Do Not dispose of any fuels or used oil in the marina's dumpsters
- An oil recycling station is near our RV dump station and close to the entrance to the sport marina.
- Fueling of boats inside marina slips is prohibited

PAINTING AND VARNISHING

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

SURFACE PREPARATION

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

SEWAGE

- Untreated sewage should never be discharged directly overboard
- Store sewage in holding tanks and dispose of properly at pump-out stations. The Port of Siuslaw maintains a pump-out station at our E dock that is adjacent to our boat launch, and on the transient dock.
- Ensure Marine Sanitation Devices (MSD's) Type I and II systems are working properly and discharge the treated waste only when your boat is underway (in coastal waters and rivers navigable from the ocean. Do not discharge any MSD while moored in the marina or at any time on inland lakes and reservoirs.
- Type III MSDs are NOT treatment systems, they are only holding tanks and are always required to use pump-out stations.
- Use shore-side facilities as often as possible.

SOLID WASTE DISPOSAL

- Pets must remain on a leash at all times; immediately pick up after your pet and dispose of the waste in a garbage receptacle. Waste disposal stations with bags are located adjacent to the marina.
- Harvested fish must be cleaned using the designated fish cleaning stations. All solid fish waste must be disposed of into garbage receptacles, as it is illegal to dispose of fish carcasses in Oregon waterways. Crab and other shellfish waste may be disposed of in the water.
- Dispose of all garbage in the proper shore-side receptacles.
- Recycle all plastics, newspapers, cardboard, aluminum, etc. in appropriate receptacles.
- The State of Oregon has a five-cent deposit on many glass, plastic or aluminum containers. These containers can be returned to grocery and convenience stores for redemption or placed in the appropriate recycling receptacle.

- * No open burning is allowed in the marina from petroleum-containing waste or garbage that would generate black smoke or noxious fumes. Open fires are not allowed within the city limits of Florence
- * For safety reasons, unattended storage items are not allowed on marina docks.

ALL HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY.
CONTACT THE OFFICE FOR MORE INFORMATION AT: (541) 997-3040

THANK YOU FOR HELPING US PROTECT THE ENVIRONMENT AND KEEP A CLEAN AND ENJOYABLE FACILITY

1. MOORAGE OR STORAGE SPACE. The Port of Siuslaw (“Port”) grants to the designated Owner/Operator (hereinafter “Licensee” or “Vessel Owner”) a license for moorage of the designated vessel in the moorage space identified on the face page of this Agreement. This License Agreement shall also be applicable, when appropriate, to designated lot storage. The Port reserves the right, in its sole discretion, to temporarily assign or permanently reassign Licensee’s boat to other moorage space in the Port’s facilities to accommodate repairs, improvements, maintenance or emergencies, or where necessary to permit the orderly administration or maximum efficient public utilization of the Port’s facilities.

2. CHARGES. For the moorage space and other services received from the Port, Licensee agrees to pay when due the fees and charges as established by the Port from time to time. The Port reserves the right to amend fees and charges upon 20 days written notice and vessel owner hereby agrees to pay said fees as amended. Moorage charges are payable in advance unless a payment plan has been agreed to in writing by the Port. The Port shall also be entitled to recover from Licensee and/or the vessel all costs, expenses or attorneys’ fees incurred in collection of sums due whether or not suit is filed, or incurred in salvage, termination, removal or sale of vessels or personal property pursuant to this Agreement or the Port’s ordinances.

3. ELECTRICITY. The Port does not guarantee the continuity or characteristics of electrical service or its compatibility with the boat’s electrical circuit protector, if any. Use of electrical service is at Licensee’s own risk. The Port shall not be liable for any damages caused by Licensee’s use of electrical service. Licensee shall connect to Port’s electrical service using appropriate equipment that will not damage the Port system. Licensee is liable for any damages to the Port caused by Licensee’s failure to use proper equipment. Port may inspect and require use of connections that are agreeable to the Port.

4. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. The Port has issued and may continue to issue such rules and regulations for the harbor area as the Port in its judgment deems reasonable and necessary. Licensee agrees to comply with all applicable federal, state and local laws, statutes and ordinances, and all rules, regulations, procedures and special instructions issued by the Port or its agents. This includes current licensure, insurance and adherence to the Clean Marina guidelines that are attached separately. Licensee must be familiar with all rules and regulations regularly issued by the Port. Copies of all rules and use ordinances are available at Port offices. Licensee must immediately notify the Port of any criminal conviction(s) including those of its invitees.

5. VESSEL ACCESS. Licensee grants the Port free access at all times to the vessel for purposes of inspection for compliance with this Agreement or Port ordinances, movement of the vessel, fighting of fire or other casualty or, in the discretion of the Port, presenting any casualty or potential hazard. If an emergency situation arises (boat taking on water or hazardous situation etc.) and the vessel owner or agent cannot respond in a timely manner, Port personnel may take action and subsequently bill the owner for all associated expenses. The Port does not assume any responsibility for damage done to or by the vessel, its equipment or contents in asserting the foregoing rights.

6. DOCK LINES AND SEVERE WEATHER. Vessel owner is required to use adequate mooring lines at all times. The Port may replace, at owner’s expense, any lines deemed inadequate to prevent damage to docks or to adjacent vessels in the marina. The Port, however, does not assume the duty to inspect these mooring lines. In the event of severe weather, the vessel owner

and/or crew is responsible for the vessel in all respects. The vessel owner is responsible for any damages to the Port’s docks and facilities caused by the vessel owner’s vessel in the event of severe weather. The Port shall have no obligation to monitor the weather and shall have no duty to notify the vessel owner of the approach of severe weather.

7. WAIVER OF RESPONSIBILITY. The liability and obligation of the Port is limited to furnishing that portion of a slip or premises reasonably necessary for Licensee’s moorage use. The Port does not accept the boat for storage, shall not be responsible for or liable in any manner for the safekeeping or condition of the same, and is not responsible therefore as a bailee or warehouseman. The Port shall not be responsible or liable for any damage or loss to, or theft of, the vessel, its equipment, gear, contents or other property either upon the vessel or upon the premises of the Port, from any cause whatsoever, or for injury to Licensee, his employees, agents or invitees upon Port premises or adjacent thereto.

8. INDEMNIFICATION. Licensee shall indemnify and hold the Port harmless from any loss, damage or injury resulting from the acts or omissions of Licensee, his employees, agents or invitees.

9. CONDITION OF MOORAGE SPACE AND QUIET HOURS. Licensee has inspected the moorage space and adjacent premises and accepts them in their present conditions. Licensee agrees to keep the assigned moorage space and surrounding dock areas neat, clean, free from flammable substances and will preserve the space in as good condition and repair as the same now is or may hereafter be put by the Port. Quiet hours are 2200-0700. All moorage customers must recognize that commercial fishing activities can take place at any hour of the day or night.

10. CONDITION OF VESSEL. Licensee agrees to keep the vessel completely seaworthy, fully operational and securely moored, and shall otherwise attend to the needs of the vessel. Failure to so maintain and secure the vessel may result in it being deemed a hazardous vessel and subject to removal in the manner provided by Port ordinance. The costs of such removal shall be charged to Licensee. Nothing contained herein shall be construed as creating any obligation on the part of the Port for vessel’s safekeeping.

11. ASSIGNMENT, TRANSFER, SUBLEASING PROHIBITED. This moorage license is not transferable. Licensee shall not assign, sublet or otherwise transfer any interest in this license or the moorage space. This license is valid only for the specified vessel or a replacement vessel of the same length acquired by Licensee. Licensee shall notify the Port within 10 days of the sale of Licensee’s vessel or change in the vessel’s operator, including the name and address of the purchaser or new operator. Sale of a vessel covered by this license transfers no rights or privileges to this license nor does it guarantee issuance of a new license for the new owner.

12. MOORAGE RENEWAL AND TERMINATIONS. Vessels remaining on Port premises after expiration of license agreement may be deemed abandoned. Transient vessels must renew the moorage license agreement and prepay further transient moorage within 12 hours of the date or time the prior transient moorage license expires. Failure may result in the vessel being deemed abandoned and all outstanding transient moorage fees immediately considered delinquent. The Port has the right to terminate this license upon 30 days’ written notice for continuing or repeated violations of the Port’s ordinances, rules or regulations or any breach of this Agreement. Long-term moorage may be cancelled on 30 days’ written notice to Port. The Port reserves the right to terminate moorage agreements with

PORT OF SIUSLAW – MOORAGE LICENSE AGREEMENT
GENERAL TERMS AND CONDITIONS

short notice if illegal activities take place on Port property, port policies are violated or public safety is jeopardized by the presence of the vessel owners, their vessel or their guests and employees. The Port will terminate any license or permit upon the docketing of a felony criminal conviction. **Refunds** will be based on regular charges applicable to the period of actual moorage use as described in Port ordinances.

13. PORT'S RIGHTS UPON NONPAYMENT OR ABANDONMENT. In the event moorage charges or any other charges due the Port become delinquent (failure to register and prepay moorage with 12 hours of arrival or expiration of prior transient license; accounts more than 30 days past due for non-transient registered vessels), or if the vessel is deemed abandoned, the Port may, at its' option, secure and take possession of the boat or other personal property so that the same cannot be removed from Port facilities until all charges then owing and any charges which shall thereafter accrue are fully paid. Measures taken by the Port may include use of chains and locks, or removal from the water. During any period when the vessel is secured due to delinquency or abandonment, the Port shall not be liable in any manner for safekeeping and condition of the vessel and is not responsible as a warehouseman. After 60 days, the boat or other property may be sold at public auction. The Port shall give such notices of the sale as are required by Port ordinance or applicable law. A sale for less than the total amount owed entitles the Port to assert a claim against the Licensee for the deficiency, including the costs of sale and related legal expenses. The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which the Port may have by virtue of statute, ordinance or otherwise.

14. LIENS. The Port shall have upon the vessel, its contents and equipment, all State and Federal liens of whatever nature given for moorage. Such liens shall include expenses resulting from damage caused or contributed to the vessel owner's vessel or by vessel owner to any dock property or any person in the marina. These lien fees shall cover any reasonable attorney's fees. Licensee agrees to the Port's use, if necessary, of Federal Admiralty procedures and further agrees to waive notice of hearing and challenge thereto.

15. NON-WAIVER. Nothing contained in this Agreement shall be construed as a waiver by the Port of any rights and privileges existing under any law, statute or ordinance which the Port may have against Licensee or Licensee's boat. Nothing contained herein shall constitute a waiver by the Port of its right to arrest any vessel to enforce a maritime lien under federal law nor a waiver or any other right or remedy under the laws of the State of Oregon.

16. CHANGE OF TELEPHONE, POSTAL AND EMAIL ADDRESS. Licensee is responsible for notifying the Port of all telephone, postal and email address changes. All billings and notices shall be deemed properly mailed to Licensee when mailed to the last address provided to the Port in writing by Licensee.

17. ALTERATIONS AND OUTSIDE CONTRACTORS. Licensee shall not make any improvements or modifications to the structures or facilities at the Port except upon written approval from the Port. Authorized improvements and/or additions that are permanently secured to the structures by bolts, nails, screws, welding etc., shall be considered an integral part of the structure and, as such, shall become the property of the Port unless otherwise provided for by written agreement. All outside contractors must provide proof of liability and worker's compensation insurance equivalent to that carried by the Port before commencing work in the marina. Outside contractors must check in with the Port and recognize the Port reserves the right to discharge them for non-compliance with these requirements.

18. HAZARDOUS WASTE AND OTHER SURCHARGES. All waste requiring disposals, whether or not hazardous, is the responsibility of the Licensee. The Licensee, his or her representatives or guests agree not to bring hazardous waste on to the property of the Port and accept complete liability for any improper disposal of hazardous waste or materials. The Licensee agrees to operate their vessel in accordance with Oregon Clean Marina practices whenever the vessel is in the marina and comply with Federal Water Pollution Control Acts (33 U.S.C. Section 1321 and 1322) regarding discharge of oily water and sewage. The discharge of holding tanks within the marina is prohibited at all times. This regulation applies regardless of the method and extent of onboard treatment processes or systems. The Port provides a pump out facility(ies) for the use of our moorage customers and transient vessels. Hazardous waste disposal charges, oil/fuel spill response charges, certain insurance and/or materials costs, if any, borne by the Port will be added to invoices where applicable.

19. LIVE ABOARD Any moorage customer who desires to live on their boat or vessel for 10 or more days in any 30 day period must execute a separate written document apart from this moorage agreement.

20. RULES AND REGULATIONS. Vessel Owner/Licensee or the person signing for the Vessel Owner/Licensee, acknowledges that he or she has read and fully understands this Agreement, as well as the rules, regulations, policies, terms and conditions posted governing the use, occupancy, dockage, hours of operation, and other miscellaneous items at the Port. Further, vessel owner/licensee agrees to comply with said rules, regulations, policies, terms and conditions now in effect and as posted from time to time during this Agreement's term. Failure to comply shall entitle the Port to cancel this agreement immediately, without notice and excuses the Port from further performance, but without waiver of any then-existing liens or other rights.

21. ENTIRE AGREEMENT. This document, including all terms and conditions, constitutes the entire Agreement between the parties and supersedes all prior agreements. No modifications or amendments hereto shall be valid unless evidenced in writing and signed by both parties.

I agree to the Terms and Conditions of this document.

OWNER/OPERATOR

Print

Signature

Date

PORT OF SIUSLAW

Name

Date

PORT OF SIUSLAW –ADDENDUM TO MOORAGE AGREEMENT

LICENSEE'S USE OF PORT FACILITIES IS SUBJECT TO ADDITIONAL RULES, TERMS AND CONDITIONS IN ORDANCE 4, AND SUCH ADDITIONAL REGULATIONS ISSUED BY THE PORT. A COPY OF IRDINANCE 4 IS AVAILABLE AT THE PORT OFFICE.

PORT OF SIUSLAW
ADDENDUM TO MOORAGE LICENSE AGREEMENT
LIVEABOARD AUTHORIZATION

Slip No.: _____ Vessel Name _____

Term: ___ Monthly ___ Annual From _____ To _____

Vessel Owner: _____ Cell # _____

Current mailing Address: _____

E-Mail address: _____

Names of persons who will be living aboard this vessel

Name: _____ Cell # _____

Name: _____ Cell # _____

Emergency Contact Information:

Name: _____

Phone: _____ Cell: _____

Select the type of Marine Sanitation Devices that are used aboard the vessel:

___ Port-a-potty ___ Type I MSD ___ Type II MSD ___ Type III MSD ___ Other: _____

MSD tank capacity _____ Holding tank capacity _____

According to the Clean Water Act, vessels are prohibited from discharging any sewage, whether treated by an MSD or not, into freshwater rivers. Sewage discharges have potentially wide-ranging impacts on all aquatic environments. **The discharge of holding tanks within the marina is prohibited at all times.** Vessel pump out stations are located at E Dock and the Transient Dock.

Live boards will be given a Discharge Monitoring Report to use during the term of their Agreement. It is the Live boards responsibility to report the vessel pump out activity to the Campground and Marina office by the first of every month. A completed Discharge Monitoring Report needs to be submitted at the end of Live aboard term in order for renewal to be considered. Failure to comply with submitting the Discharge Monitoring Report will result in the termination of this agreement.

In Consideration of the attached rules and regulations, and in accordance with the Port of Siuslaw's ordinances and policies, I agree as follows:

- ❖ I will not rent or sub-license my boat. Only the persons named on this agreement will reside aboard this vessel.
- ❖ My vessel will remain capable of leaving the marina under its own power.
- ❖ I understand that the Port of Siuslaw does not guarantee the provision or condition of water, electricity or other services.
- ❖ Discharge of any waste to the waters of the marina is prohibited. All liveaboards must comply with all laws, regulations and policies governing waste management.
- ❖ I understand that this registration is for a use authorization under my agreement to moor the vessel. Liveaboard authority terminates immediately upon termination of the moorage license agreement.
- ❖ I understand that this document is an authorization for a vessel used for temporary residential purposes only and not a floating home, or an agreement for floating home rental space.
- ❖ I understand and agree that the Port may terminate authorization to liveaboard at any time and that failure to comply with all Port rules and regulations and may cause moorage license agreement termination. I agree that conviction of a felony offense will result in termination of liveaboard authorization and moorage license. I agree that I may not invite or authorize persons entry onto the vessel while on or at Port property.

Living aboard does not create residential tenancy and is not permitted without Liveaboard Authorization signed by the Harbormaster.

Live aboard Signature: _____ Date _____

Print Name _____

Live aboard Signature: _____ Date _____

Print Name _____

Harbormaster Authorization: _____ Date _____

