

1 Amended by 3837 10/11/16

Introduced July 12, 2016, by Councilman Newcomb, seconded by Councilman Abney, (by request of Administration)

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4 **Item No. 16-07-3153**

5
6 **ORDINANCE NO. 3829**

7 An ordinance revising the Code of Ordinances of the City of Slidell, Chapter
8 10, Civil and Cultural Affairs and Facilities, Section 10-33 Fee schedule for all City Parks
9 and Structures, by adding a fee schedule for slips and Marina Rules and Regulations.

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11 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it does
12 hereby amend the Code of Ordinances of the City of Slidell, Chapter 10, Civil and Cultural
13 Affairs and Facilities, Section 10-33 Fee schedule for all City Parks and Structures, by
14 adding the following fee schedule for slips and marina rules and regulations:
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Slip Rental	\$ per day (maximum 14 days)
Vessels less than 40 feet in overall length 30 amp electric	\$25.00
Vessels 40 feet or larger in overall length 50 amp electric	\$45.00
Pump out service	\$ 5.00
Toilet systems on every vessel must be Coast Guard Approved	

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28 **Marina Rules and Regulations:**

29 1.) **OWNER'S LIABILITY:** The Owner shall be required to carry bodily injury
30 and property damage liability insurance in an amount sufficient to cover any and all
31 damage caused by, or in proximity of, the Owner's vessel.

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33 2.) **PERSONAL INJURY & PROPERTY LOSS:** The slip space is to be used
34 at the sole risk of Owner. Owner, for himself or herself, heirs and assigns, hereby agrees
35 to hold the Marina harmless from any and all liability or damages for personal injury to
36 himself or herself, family, employees, invitees, guests and agents arising out of, or in
37 connection with, the condition or use of the Owner's boat, motor and accessories, or the
38 use of the marina premises or facilities. The Owner, for himself or herself, heirs or
39 assigns, hereby releases and agrees to indemnify and hold harmless the Marina from any

1 **ORDINANCE NO. 3829**
2 **ITEM NO. 16-07-3153**
3 **PAGE 2**

4 and all liability for, or loss of damage to the above described property or the contents
5 there, due to fire, theft, collision, windstorm, accident, or like causes. The Marina is not
6 considered under this agreement as an insurer of the Owner's property. The Owner is
7 responsible for and shall indemnify Marina for any and all loss or damage to the slip, dock
8 or other Marina property (or property of third parties) caused by Owner, its guests or boat,
9 such indemnity shall include Marin's costs and expenses (including reasonable attorneys'
fees).

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11 3.) **ELECTRICAL SERVICE:** Any and all electrical lines, fixtures,
12 accessories, etc., which are connected directly or indirectly to Marina provided electrical
13 supply must conform to current U.S. Coast Guard regulations and/or applicable state and
14 local electrical codes as may pertain to marinas. 30-amp service requires 10-3 S.O.
15 marine cable and 50-amp service requires 6-4 S.O. marine cable and connections.
16 Service breakers must be turned OFF when the boat is unplugged or away from its slip
space.

17 4.) **ADDITIONAL TERMS AND CONDITIONS:** Owner agrees to abide by the
18 following general rules and regulations, and such additional rules and regulations as may
19 hereafter be published and or posted by the Marina:

- 20 A. Owner shall use the docks and attached facilities for reasonable and
21 typical boating activities only. No commercial fishing or other activity
22 shall be permitted without prior consent.
- 23
24 B. While occupying or cruising in the Marina area no garbage, refuse
25 matter, sewage or waste material of any type may be thrown,
26 discharged, deposited or allowed to fall from any boat, car or dock into
27 the water or upon the shore, docks, slips, spaces or walkways. Nor will
28 any dock, slip, walkway, or shore area be used as a storage space for
29 any gear or equipment. Owner agrees that all trash and waste shall be
30 disposed of in garbage receptacles and dumpsters provided. Treated
31 and untreated sewage must be disposed of at an authorized pump out
station. Federal law prohibits dumping in rivers or bayous.
- 32 C. The Owner is responsible for the conduct of any and all persons using,
33 visiting, or occupying his or her boat while such persons are within the
34 Marina area.
- 35
36 D. Swimming, diving or bathing is prohibited within the waters of the
37 Marina, except at such times and places as may be set apart for such
38 purposes.
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1 **ORDINANCE NO. 3829**
2 **ITEM NO. 16-07-3153**
3 **PAGE 3**

- 4 E. The wake created by all boats operated within the harbor must not
5 cause damage or discomfort to the boats berthed or their occupants
6 (the harbor's idle speed zone entrances and exits are clearly marked).
7 A boat owner is responsible for any and all damage caused by the wake
8 created by his or her boat.
- 9 F. Noise will be kept at a minimum at all times. Owners and their guests
10 shall use discretion in operating engines, generators, radios, stereos,
11 televisions and other equipment, so as not to create a disturbance or
12 nuisance. After the hour of 11:00 p.m. and before the hour of 8:00 a.m.
13 a state of general quiet shall prevail. Owners will be subject to a citation
14 for each violation of the policy.
- 15 G. Pets, though not encouraged, are permitted only if enclosed or leashed
16 and do not disturb or threaten other tenants. They may be toileted only
17 on the land areas adjacent to the Marina, and away from public traffic or
18 use areas. Owner is responsible for cleaning up after and properly
19 disposing of his or her pet's waste when toileted. Pets may not be tied
20 to docks or walkways. Owner takes full responsibility of pet. Owners
21 will be subject to a citation for each violation of this policy.
- 22 H. No boat shall be repaired or constructed within the Marina area unless
23 in case of an emergency, when special permission must be obtained.
- 24 I. Owners, and their guests, must at all times be courteous to other boat
25 owners, guests at the marina and Marina staff. This rule applies to both
26 the marina and other park areas. Use of foul language, nudity,
27 discourteous behavior, or any other behavior that, in the opinion of the
28 management, is disruptive or discourteous will constitute a breach of
29 this Agreement and the Marina's rules and regulations. Possible
30 sanctions for violation of this rule can result, at the discretion of the
31 management, in immediate removal of the offender from the Marina.
32 Each Owner is responsible for the conduct of any and all persons using,
33 visiting, or occupying the Owner's boat while such parties are within the
34 Marina areas.
- 35 J. All vessels shall be property maintained mechanically, and kept in a
36 clean and orderly condition insofar as the Exterior appearance is
37 concerned. Marina reserves the right to, at its sole discretion, enter
38 upon and repair or clean any vessel exhibiting conditions inconsistent
39 with this provision at Owner's expense. No laundering or drying of

1 **ORDINANCE NO. 3829**
2 **ITEM NO. 16-07-3153**
3 **PAGE 4**

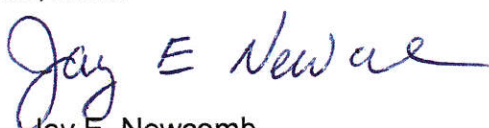
4 laundry, including swim suits and towels is permitted on any deck or
5 rigging of any Vessel or on the common areas.

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- 7 K. Notwithstanding anything continued herein, in the event that the
8 condition of a vessel is such that there is an immediate danger to the
9 public safety, navigation, or the environment, the City may correct said
10 condition by removing the vessel by any means the Management
11 deems appropriate. The Owner of the vessel shall be responsible for all
12 costs associated with said corrections. Owner must maintain his/her
13 vessel in a state of readiness for movement in case of fire or
14 evacuation. Owner will notify Marina if propulsion machinery is
15 inoperative and will remain so for more than 48 hours and will advise of
16 action being taken to restore machinery to operable condition. In an
17 emergency, Marina reserves the right, but not the responsibility, to take
18 action as necessary and prudent to safeguard Owner's vessel and
19 situation to include charges for Marina staff and materials and/or the
20 costs of hiring a contractor to move or remove the vessel and make any
21 repairs required to make the vessel safe and free from defects which
22 may endanger life, property, or natural environment.
- 23 L. Fireworks are prohibited in the Marina and on all associated property.
- 24 M. Use of an open flame device, toxic chemicals, or any other hazardous
25 equipment or supplies on or around the dock areas is prohibited.
26 Federal law prohibits the changing of oil on or near the water. Gasoline,
27 motor boat fuel or flammable liquids may not be transferred from shore
28 onto docks, slips, or boats unless done so by employees or agents of
29 the Marina. Fuel or oil may not be discharged or bilged into the waters
30 of the marina or onto its roadways or parking areas.
- 31 N. Marina reserves the right to move Owner's vessel for the purposes of
32 maintenance of the Marina or in the case of an emergency. Marina
33 shall not be required to perform such service however. Owner shall
34 indemnify and hold harmless from any damages, liability, loss or injury
35 caused by moving Owner's vessel.
- 36 O. Marina does not guarantee the natural water resources of the marina
37 including depth of waters, weather or natural disasters. The marina will
38 not be held liable for reimbursements due to water levels or costs
39 incurred therein.

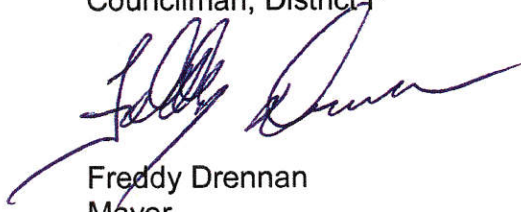
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ORDINANCE NO. 3829
ITEM NO. 16-07-3153
PAGE 5

ADOPTED this 9th day of August, 2016.



Jay E. Newcomb
President of the Council
Councilman, District F



Freddy Drennan
Mayor



Thomas P. Reeves
Council Administrator

DELIVERED	8/11/16
	8:30am to the Mayor
RECEIVED	8/11/16
	2:00pm from the Mayor