

1 Introduced, September 13, 2016, by
2 Councilman Newcomb, seconded by
3 Councilman Abney, (by request of
4 Administration)

5 **Item No. 16-09-3162**

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7 **ORDINANCE NO. 3837**

8 An ordinance amending Ordinance 3829 adopted by this Council on the 9th
9 day of August 2016, revising the Code of Ordinances of the City of Slidell, Chapter 10,
10 Civil and Cultural Affairs and Facilities, Section 10-33 Fee schedule for all City Parks and
11 Structures, by inserting definitions and amending certain words in connection therewith; all
12 other language not amended herein remain unchanged and in full force and effect.

13 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it does
14 hereby amend the Code of Ordinances of the City of Slidell, Chapter 10, Civil and Cultural
15 Affairs and Facilities, Section 10-33 Fee schedule for all City Parks and Structures, by
16 amending Ordinance 3829 as set out herein.
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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 **Definitions:**

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- 30 1. Owner: when referenced is defined as the title holder of the marine
31 vessel.
 - 32 2. Marina: when referenced is defined as that property owned by the City of
33 Slidell located in Heritage Park used for, but not limited to, the launching,
34 mooring, and use by marine vessels, docks and attached facilities.
 - 35 3. Owner's Vessel: when referenced is defined as a marine vessel to include
36 motor, boat, and accessories associated therewith.
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- 5 4. Marine Staff: when referenced is defined to include City employees, Coast
6 Guard Reserve Personnel, Wildlife Reserve Personnel, any City elected or
7 appointed official or any other personnel so designated by the Mayor.
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9 5. Slip space: when referenced is defined as those designated spaces
10 specifically identified by the City for the mooring of marine vessels.
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12 6. Management: when referenced City personnel or other personnel
13 designated by the Mayor.

14 **Marina Rules and Regulations:**

15 1.) **OWNER'S LIABILITY**: The Owner shall be required to carry bodily injury
16 and property damage liability insurance in an amount sufficient to cover any and all
17 damage caused by, or in proximity of, the Owner's vessel. The Owner must be in
18 possession of and produce proof of said coverage upon request by the Marine Staff.

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20 2.) **PERSONAL INJURY & PROPERTY LOSS**: The slip space is to be used
21 at the sole risk of Owner. Owner, for himself or herself, heirs and assigns, hereby agrees
22 to hold the City harmless from any and all liability or damages for personal injury to himself
23 or herself, family, employees, invitees, guests and agents arising out of, or in connection
24 with, the condition or use of the Owner's boat, motor and accessories, or the use of the
25 marina premises or facilities. The Owner, for himself or herself, heirs or assigns, hereby
26 releases and agrees to indemnify and hold harmless the City from any and all liability for,
27 or loss of damage to the above described property or the contents there, due to fire, theft,
28 collision, windstorm, accident, or like causes. The City is not considered under this
29 agreement as an insurer of the Owner's property. The Owner is responsible for and shall
30 indemnify City for any and all loss or damage to the slip, dock or other City property (or
property of third parties) caused by Owner, its guests or boat, such indemnity shall include
City's costs and expenses (including reasonable attorneys' fees).

31 3.) **ELECTRICAL SERVICE**: Any and all electrical lines, fixtures,
32 accessories, etc., which are connected directly or indirectly to Marina provided electrical
33 supply, must conform to current U.S. Coast Guard regulations and/or applicable state and
34 local electrical codes as may pertain to marinas. 30-amp service requires 10-3 S.O.
35 marine cable and 50-amp service requires 6-4 S.O. marine cable and connections.
36 Service breakers must be turned OFF when the boat is unplugged or away from its slip
space.
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4 4.) **ADDITIONAL TERMS AND CONDITIONS:** Owner agrees to abide by the
5 following general rules and regulations, and such additional rules and regulations as may
6 hereafter be published and or posted by City:

- 7 A. Owner shall use the docks and attached facilities for reasonable and
8 typical boating activities only. No commercial fishing or other activity
9 shall be permitted without prior consent.
- 10 B. While occupying or cruising in the Marina area no garbage, refuse
11 matter, sewage or waste material of any type may be thrown,
12 discharged, deposited or allowed to fall from any boat, car or dock into
13 the water or upon the shore, docks, slips, spaces or walkways. Nor will
14 any dock, slip, walkway, or shore area be used as a storage space for
15 any gear or equipment. Owner agrees that all trash and waste shall be
16 disposed of in garbage receptacles and dumpsters provided. Treated
17 and untreated sewage must be disposed of at an authorized pump out
18 station. Federal law prohibits dumping in rivers or bayous.
- 19 C. The Owner is responsible for the conduct of any and all persons using,
20 visiting, or occupying his or her boat while such persons are within the
21 Marina area.
- 22 D. Swimming, diving or bathing is prohibited within the waters of the
23 Marina, except at such times and places as may be set apart for such
24 purposes.
- 25 E. The wake created by all boats operated within the Marina area must not
26 cause damage or discomfort to the boats berthed or their occupants
27 (the Marina's idle speed zone entrances and exits are clearly marked).
28 A boat owner is responsible for any and all damage caused by the wake
29 created by his or her boat.
- 30 F. Noise will be kept at a minimum at all times. Owners and their guests
31 shall use discretion in operating engines, generators, radios, stereos,
32 televisions and other equipment, so as not to create a disturbance or
33 nuisance. After the hour of 11:00 p.m. and before the hour of 8:00 a.m.
34 a state of general quiet shall prevail. Owners will be subject to a citation
35 for each violation of the policy.
- 36 G. Pets, though not encouraged, are permitted only if enclosed or leashed
37 and do not disturb or threaten other tenants. They may be toileted only
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4 on the land areas adjacent to the Marina, and away from public traffic or
5 use areas. Owner is responsible for cleaning up after and properly
6 disposing of his or her pet's waste when toileted. Pets may not be tied
7 to docks or walkways. Owner takes full responsibility of pet. Owners
8 will be subject to a citation for each violation of this policy.

9 H. No boat shall be repaired or constructed within the Marina area unless
10 in case of an emergency, when special permission must be obtained.

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12 I. Owners, and their guests, must at all times be courteous to other boat
13 owners, guests at the Marina and Marina staff. This rule applies to both
14 the Marina and other park areas. Use of foul language, nudity,
15 discourteous behavior, or any other behavior that, in the opinion of the
16 management, is disruptive or discourteous will constitute a breach of
17 this Agreement and the Marina's rules and regulations. Possible
18 sanctions for violation of this rule can result, at the discretion of the
19 management, in immediate removal of the offender from the Marina.
20 Each Owner is responsible for the conduct of any and all persons using,
21 visiting, or occupying the Owner's boat while such parties are within the
22 Marina areas.

23 J. All vessels shall be property maintained mechanically, and kept in a
24 clean and orderly condition insofar as the Exterior appearance is
25 concerned. No laundering or drying of laundry, including swim suits and
26 towels is permitted on any deck or rigging of any Vessel or on the
27 common areas. Owner's failing to adhere to this provision shall be
28 subject to citation and eviction from the Marina.

29 K. Owner must maintain his/her vessel in a state of readiness for
30 movement in case of fire or evacuation. Owner will notify Marina if
31 propulsion machinery is inoperative and will remain so for more than 48
32 hours and will advise of action being taken to restore machinery to
33 operable condition.

34 L. Notwithstanding anything continued herein, in an emergency, Marina
35 reserves the right, but not the responsibility, to take action as necessary
36 to safeguard Owner's vessel and situation to include charges for Marina
37 staff and materials and/or the costs of hiring a contractor to move or
38 remove the vessel that may endanger life, property, or natural
39 environment. The Owner of the vessel shall be responsible for all costs
associated with said actions.

- 4 M. Fireworks are prohibited in the Marina and on all associated property,
5 save City events.
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- 7 N. Use of an open flame device, toxic chemicals, or any other hazardous
8 equipment or supplies on or around the dock areas is prohibited.
9 Federal law prohibits the changing of oil on or near the water. Gasoline,
10 motor boat fuel or flammable liquids may not be transferred from shore
11 onto docks, slips, or boats. Fuel or oil may not be discharged or bilged
12 into the waters of the marina or onto its roadways or parking areas.
- 13 O. Marina reserves the right to move Owner's vessel for the purposes of
14 maintenance of the Marina or in the case of an emergency. Marina
15 shall not be required to perform such service however. Owner shall
16 indemnify and hold harmless from any damages, liability, loss or injury
17 caused by moving Owner's vessel.
- 18 P. Marina does not guarantee the natural water resources of the marina
19 including depth of waters, weather or natural disasters. The marina will
20 not be held liable for reimbursements due to water levels or costs
21 incurred therein.


22 **5.) COMPLIANCE WITH ALL LAWS.**

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24 Owner and his family, employees, invitees, guests and agents shall
25 comply, at all times, with all Rules and Regulations set forth herein and all other City
26 Ordinances, State and Federal Laws.

27 **ADOPTED** this 11th day of October, 2016.

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

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35 Freddy Drennan
36 Mayor

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38 Thomas P. Reeves
39 Council Administrator

DELIVERED	10/13/16
9:00	to the Mayor
RECEIVED	10/13/16
1:35pm	from the Mayor