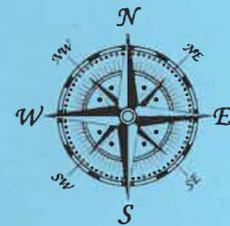


**MARINA
RULES
&
REGULATIONS**



2015



Division 3. Marina

Part I. In General

Sec. 1.08.071 Use regulations

- (a) Swimming. It shall be unlawful to swim in any area of the marina that is within one hundred feet of the structure of the marina.
- (b) Fishing. It shall be unlawful for persons to fish from the marina docks and walkways.
- (c) Parking. It shall be unlawful to park motor homes or any other large vehicle that requires more than 1 marked parking. It shall be unlawful to park any vehicles outside of the marked parking spaces on the lower marina parking lot. Vehicles shall be parked so as not to obstruct traffic on the upper parking area in the vicinity of the restrooms.
- (d) Vessels prohibited in certain area. It shall be unlawful to have a vessel of any kind in the area between the bank of the lower parking lot and the structure of the marina.
- (e) Penalty. Any violator of this section shall, upon conviction, be guilty of a misdemeanor and shall be fined no more than five hundred dollars (\$500.00).

Secs. 1.08.072–1.08.100 Reserved

Part II. Vessel Stall Rentals

Sec. 1.08.101 Rental priority system

- (a) Stalls shall be rented in compliance with the lease agreement between the city and the Corps of Engineers, Department of the Army.
- (b) An applicant for rental of a vessel stall shall show proof of ownership (registration by the Texas Parks and Wildlife Department) to establish the fact that they own

the vessel to be moored in the stall.

(c) The City Manager or his designee shall maintain a waiting list register and file of applications for stall rentals. Names of applicants shall be placed on the waiting list register in the order they were received at City Hall. An applicant who wishes to rent a vessel stall must complete and sign an application on a copy of the form available from the Marina Manager. The applicant shall indicate on the application which size stall they desire. A separate application shall be submitted for each desired stall size. Each application shall be charged an application fee as per the Fee Schedule. The application fee for the leased stall shall be applied to the first month's rental fee. The application fee for a rejected stall is non-refundable. Fees for applications withdrawn prior to any stall being offered will be refunded. The applicant must present the completed application in person or by mail to City Hall.

(d) When a vacant stall becomes available, the city employee designated by the City Manager shall attempt to make contact by telephone with the next person on the waiting list register to offer rental of the stall. If contact cannot be made within three working days, an attempt shall be made to reach by telephone the next following person on the register. A record shall be kept showing the dates and times that attempts were made to make contact with the applicants who could not be reached within three working days. Once contact has been made, the applicant must accept or reject the stall within forty-eight hours (two working day). If the offered stall is rejected, the applicant name shall be deleted from the waiting list register. A record shall be kept of the date and time of the rejection.

(e) Renters may not sub-lease any vessel stall.

(f) Persons who wish to rent more than two stall may enter their names on the waiting list to gain priority for assignment of a stall. However, the rental of a stall shall not be offered or permitted:

(1) If the person reached on the waiting list is a joint or sole owner of two vessels already moored at the marina; and

(2) If there are other renters lower on the waiting list who requested a stall of the size available for rental at the time.

If there are no applicants lower on the waiting list who request or who will accept a stall of the size available at the time, then the additional stall may be rented to a renter who is a joint or sole owner of two vessels already moored.

Sec. 1.08.102

Lease agreement; renewal of lease; rental payments; delinquency

(a) Each person accepting a stall in the marina shall be required to sign a lease agreement with the city. This agreement shall state the size of stall rented, the amount of rent per month, agreeing to rental payments due dates, and actions that shall be taken by the City in cases of delinquent payments. A written lease shall be the rental agreement between the renter of a vessel stall or mooring and the City. The term of the lease shall be annual, with an automatic, annual renewal for one year. The City reserves the right to cancel any lease (with cause) with ninety (90) days' notice to renter. Leases may be renewed by the City, however, changes in policy established by the

city during the term of an expiring lease shall be applicable to and be a part of the provisions of the renewed lease.

(b) Upon the initial rental of a stall, the patron must pay the first month's rental prior to being issued a key to the marina. Billings for stall rentals are made the first week of each month and are due upon receipt of said billing. Those persons desiring may request annual billings, and they shall be billed the first week of the month that their current rental will expire. Annual billings must be paid not later than 15 days after the expiration of the previous year.

(c) Those persons who are delinquent one month shall be notified in their next billing that they must make payment within 15 days. If payment is not received within 45 days of the due date, the city shall notify the individual by certified mail that the vessel has been impounded as of that date and, if payment is not made within 5 days, his vessel may be removed from the stall and the stall rented to another party. This subsection shall be quoted verbatim in the lease agreement prescribed in subsection (a) above.

(d) The first month's lease shall include a security deposit equal to the monthly lease price.

(e) Tenant shall provide marina management with thirty (30) days' notice of intend to terminate their lease. Failure to provide notice will result in the forfeiture of the tenant's deposit.

Sec. 1.08.103 Patron responsibilities

Marina patrons are responsible for the maintenance and control of their vessels moored in the marina. The Marina

Manager may, if time permits, pump water from the vessels after a rain; however, the patron is responsible for attending to their vessels after rains. The Marina Manager shall not be responsible to monitor or control the use of the patron's vessel.

Sec. 1.08.104 Complaints

(a) Complaints concerning the operation of the marina should be directed to the marina manager. Should a patron feel his complaint has not been resolved by the Marina Manager, the complaint should be filed with the City Manager.

Sec. 1.08.105 Rates

(a) The following stall fees and storage locker fees are as established by the City Council and effective January 1, 2016

MARINA RATES		
Stall Size	Monthly Rent	Yearly Payment
20'	\$125.00	\$1500.00
22'	\$138.50	\$1662.00
24'	\$151.00	\$1812.00
26' open	\$137.50	\$1650.00
26'	\$163.50	\$1962.00
30'	\$197.50	\$2370.00
50'	\$337.50	\$4050.00
Lockers	\$6.00	\$72.00
Application Fee	One time.	\$50.00

(b) The City Manager may waive stall rental fees to Public Safety agencies or other public entities that provide public services on Belton Lake.

(c) If a yearly vessel stall payment is made, all charged oil and gas purchases, will be deducted out of the yearly vessel stall credit amount.

Sec. 1.08.106 General Rules

(f) **Registration.** All vessels shall maintain and properly display current Texas registration issued by the Texas Parks and Wildlife Department.

(g) **Seaworthy Condition.** Only vessels, in good and seaworthy condition, and under their own power shall be permitted to enter the assigned stall/space. All vessels must be able to operate under their own power at all times.

(h) **Vessel condition.** Vessels are to be maintained in good mechanical and aesthetic condition at all times. Vessels not in good mechanical and aesthetic condition, as determined by the Marina Manager, must be repaired or they will not be admitted to or permitted to remain in the Marina. With due cause, a marine survey, conducted by an accredited marine surveyor, may be requested at the discretion of the vessel owner, at the vessel owner's expense, any time prior to arrival or while the vessel remains in the Marina.

(i) **Maintenance in the marina,** whether by vessel owner or commercial contractor, shall be limited to normal preventative maintenance. These procedures are to include changing batteries, fluids, and expendable parts (e.g., belts, filters, etc.). Extensive repairs may require, at

the sole discretion of the Marina Manager, that the vessel be removed from the marina prior to the work being done. Vessel washing is permitted using Marina approved biodegradable soaps and cleaners. No rotary disk sanding or spray painting is allowed in the Marina.

(j) **Vessels per stall.** Only one vessel is allowed per rental stall. A vessel is defined as any watercraft, other than a seaplane on water, used or capable of being used, as a means of transportation on water.

(k) **Alcoholic beverages.** Public consumption of alcoholic beverages on Marina facilities is prohibited.

(l) **Modifications or additions** (e.g., installing fenders, hose caddies, screening, etc.) to any portion of the docks are not permitted. Tenants shall not add to, take away from, or otherwise alter, by construction or otherwise, without approval in writing by the Marina Manager, their stalls or adjacent common dock ways, or electrical and/or service facilities. Tenants shall not generally paint, carpet, or otherwise cover their stalls or adjacent common dock ways.

(m) **Commercial activities,** vending, or otherwise collecting funds is not permitted. Commercial activities include, but are not limited to, rental or leasing of vessels, chartering of vessels or boarding paying passengers, use of the Marina address, use of a vessel, telephone, or facsimile number in any advertising, brochure, letterhead, business card, or other commercial document that is located at the Marina. Any questions should be directed to the Marina Manager.

(n) **Charcoal and gas cooking** is not permitted on the docks or on the exterior of any vessel in or attached to the Marina.

(o) **Fireworks** are not permitted in the Marina, on the docks, or on any vessel in or attached to the Marina.

(p) **Loud noises** such as hailers, loud music, or unnecessarily loud revving of engines will not be permitted. Dock parties must conclude by 11:00 p.m. Sunday-Thursday, and by 12:00 midnight Friday and Saturday.

(q) **No discharges** are permitted in Belton Lake. Sewage, treated or untreated, must go to an onboard holding tank and be discharged at a septic pump out station. Bilges must be kept free of any contaminants (e.g. oil, fuel, antifreeze, etc.) A discharge is defined as any spilling, leaking, pumping, pouring, emitting, emptying, or dumping as per US Code Title 33 Navigation and Navigable Waters. Y valves should be in the "closed" or "holding tank" position and locked at all times while boating in inland waters.

(r) **Emergency.** In the event that an emergency has occurred during the Owner's absence, the Marina reserves the right but not the responsibility to take such action as it deems necessary and prudent to safeguard said vessel, its stall/space, adjacent vessel, or property of the Marina. Owner agrees to reimburse the Marina for any and all cost it incurs on behalf of Owner's vessel in emergency situations.

(s) **Contracted Services.** No contractor, service organization or individual will be permitted to mechanical

work on any vessel berthed at the marina without proof of insurance coverage on file and prior approval from the Marina Manager. Contractors must sign in with marina office daily.

(t) **Storage on Docks.** Owners shall not store or place supplies, bikes, equipment dinghies, skiffs, surfboards, accessories or materials or debris of any kind on docks or finger piers. Owners shall not construct or place any lockers, chests, storage cabinets or similar structures on the docks or finger piers. "Docksteps" must be approved by the marina director. Combustibles shall not be stored anywhere on the dock.

(u) **Vessel Relocation.** The Marina management reserves the right for vessel relocation required for emergencies, special events, or space. The marina management reserves the right to deny stall lease, if, in its judgment, a boat is inappropriate for a certain stall because of width, draft, length, or maneuverability.

(v) **Violations.** Violations of the above rules and regulations, disorder, depredations or indecorous conduct by an Owner, his crew, agents or guests that might injure or annoy other persons, harm the reputation of the marina, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of the Agreement at the discretion of the City. Violation of any City or County Ordinance, State or Federal Laws, rules of the road including Navigation Laws of the United States, violation of regulation of City, County, State or Federal agencies shall be cause for the Marina to terminate the Agreement immediately and exclude the Owner and their vessel from the Marina.

(w) Insurance. Tenant is responsible for providing insurance coverage for the vessel and related personal property stored in the vessel stall.

(x) Vessel Liability. All reasonable precautions will be taken by the Marina to ensure the Tenant's property and safety. However, the Marina assumes no responsibility for the safety of any vessel stored in the Marina and will not be liable for fire, theft, sinking or damage to said vessel, its equipment or any property in or on said vessel, however arising.

(y) Personal/Property Liability. The Marina shall not be liable for any loss of property by theft, burglary or otherwise from said stalls or dockage space or from Tenant's vessel, nor shall the Marina be liable for any damage or injury to any person or property in and about the Marina premises including the stalls and dockage space that may be caused by the elements, by the Marina employees, by Tenants guests and invitees or by any other cause whatsoever, and the Tenant hereby covenants and agrees to make no claim for such loss, damage or injury at any time against the Marina and covenants and agrees to indemnify and hold harmless the Marina therefrom.

(z) Securing vessel. All vessels shall be secured in their berths in a safe and secure manner. The Marina shall have the authority to correct any non-conformance to this policy and assess reasonable costs incurred. Bow pulpits or other attachments to a Tenant's vessel must not extend past the pedestal. Vessels shall not extend over five feet on finger pier.

(aa) Tenant and guest behavior. The Tenant (and guests for whom they are responsible) agrees to conduct

themselves at all times when on the premises of the Marina, or on any vessel docked therein, so as to create no annoyance, hazard, or nuisance to the Marina or other Tenants. Noise shall be kept to a minimum at all times. Discretion shall be used in operation of engines, generators, radios, and TV's so as not to create a nuisance or disturbance.

(bb) Vessel fueling. There shall be no fueling of vessels at tenant stalls or storage area. All fueling operations will be conducted at the gas dock.

(cc) Vessel ingress and egress. When entering or leaving the Marina, vessels must be under motorized power, and observe the no wake zones.

(dd) Swimming or diving shall not be permitted in the marina.

(ee) Animals must be leashed when off vessels. Pet owners shall be responsible for cleanup of animal feces immediately. Animals must not be permitted to disturb members or their guests. An unattended dog constitutes a nuisance.

(ff) Vessel operation. Vessels backing from stalls have the right-of-way, and all other vessels must yield that right-of-way. Vessels leaving the marina have the right-of-way over vessels approaching or entering the marina.

NOTES:

