

TITLE 17: CONSERVATION
CHAPTER I: DEPARTMENT OF NATURAL RESOURCES
SUBCHAPTER a: LANDS

PART 220
NORTH POINT MARINA

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AUTHORITY: Implementing and authorized by Sections 1 and 4 of the State Parks Act [20 ILCS 835/1 and 4] and by Sections 805-120, 805-300 and 805-525 of the Civil Administrative Code of Illinois [20 ILCS 805/805-120, 805-300 and 805-525] and by Section 6z-10 of the State Finance Act [30 ILCS 105/6z-10].

SOURCE: Adopted at 13 Ill. Reg. 9269, effective June 6, 1989; amended at 15 Ill. Reg. 1495, effective January 22, 1991; amended at 15 Ill. Reg. 14418, effective October 1, 1991; amended at 16 Ill. Reg. 7335, effective April 24, 1992; amended at 17 Ill. Reg. 6760, effective April 27, 1993; recodified by changing the agency name from Department of Conservation to Department of Natural Resources at 20 Ill. Reg. 9389; amended at 29 Ill. Reg. 1342, effective January 10, 2005.

Section 220.10 Application and Scope

This Part shall apply to the berthing of vessels and other activities and operations within the North Point Marina.

Section 220.20 Compliance

Based upon the nature of the violation (see Section 220.30(a)(10)(A)), failure to comply with this Part may result in cancellation of the slip permit, in addition to the penalty prescribed by Section 6 of the State Parks Act [20 ILCS 835/6].

(Source: Amended at 29 Ill. Reg. 1342, effective January 10, 2005)

Section 220.30 Marina Slip Acquisition

- a) Permit Conditions and Procedures

- 1) All vessels assigned slips must be registered in accordance with the Boat Registration and Safety Act [625 ILCS 45].
- 2) No permit will be granted in the name of an organization. Permittee must be an individual, and evidence of Permittee ownership (full or partial) or control of the vessel must be presented to the Marina Administrative Office (M.A.O.). Permittee may be a married couple. In the event of divorce, documentation of succession will be required by the Marina as the basis for issuing a new harbor occupancy agreement. Evidence of Permittee ownership or control shall be:
 - A) Title or Registration;
 - B) Bill of Sale or Sales Contract; or
 - C) Lease Agreement.
- 3) No permit will be granted until the Permittee demonstrates proof of liability insurance to cover damage to the Marina, other boats or boat owners.
- 4) Permit fees will be based upon the length of the vessel and lease status (seasonal or temporary). See Section 220.60 (Fees and Charges).
- 5) Slip applications will be accepted on a "first-come, first-served" basis pursuant to position on the Applications Wait List administered by the M.A.O. A deposit must accompany the application. See Section 220.60 (Fees and Charges).
- 6) Slip renters must accept the first slip offered, regardless of location. Refusal to accept the first slip offered shall result in the applicant's name being moved to the bottom of the list. A refusal to accept the offered slip the following season shall result in the applicant's name being removed from the list and the applicant's deposit shall be forfeited to the Department. (See 30 ILCS 105/5.158).
- 7) Slip transfers may be requested by slip holders only. Such requests will be maintained and serviced pursuant to a Slip Transfer Wait List administered by the M.A.O. Requests for slip transfers will be given priority over slip applications from non-tenants as slips become available.
- 8) All Harbor Occupancy Agreements shall be non-transferable and shall not be leased or transferred to any other individual.
- 9) The Department of Natural Resources (Department) shall have the right to re-assign slip spaces and to move or cause to be moved any vessel so re-assigned. A Permittee, by applying for and accepting the use of a slip,

shall be deemed to have consented to the re-assignment and movement of his or her vessel to another slip for the proper operation, maintenance, and repair of the North Point Marina; or for the convenience of the Department while making repairs or improvements; and in the case of an emergency (see Section 220.80). Permittee further consents to the movement of his or her vessel by Departmental personnel. If, after notice to move the vessel is given by the Department, Permittee fails to comply with such notice, neither the Department nor any of its officials or employees shall be liable to and a Permittee waives all claims for damage to persons and property sustained by a Permittee resulting from the movement of his or her vessel.

10) Cancellation Provisions

- A) By the Department: The Department shall cancel and terminate any permit upon 10 days written notice to the Permittee for the Permittee's failure or refusal to comply with provisions of the permit, such as nonpayment of slip fees; failure to provide proof of ownership or proof of insurance; criminal violations that endanger life or property; or repeated violations (3 or more) of this Part or 17 Ill. Adm. Code 110. The Permittee shall not be due any refund of slip fees paid.
- B) By Permittee: The Permittee shall give the Marina office written notice of intent to vacate. The Permittee shall not be due any refund of slip fees paid.
- C) In the event of sudden unemployment, catastrophic illness, or similar personal crisis, the slipholder may request a refund of slip fees paid. With the recommendation of the M.A.O. and approval of the Director, a refund may be granted in an amount not to exceed 50% of slip fees paid for that season, if requested by June 1.
- D) Removal of Vessel upon Cancellation of Permit: If Permittee fails or refuses to remove his or her vessel from a slip or end tie by the date of cancellation or expiration of his or her permit, the Department will order and cause the vessel to be removed and stored at the Permittee's risk and expense and retake possession of the slip. Neither the Department nor any of its officials or employees shall be liable to and a Permittee waves all claims for damage to persons and property sustained by a Permittee resulting from the movement of his or her vessel pursuant to this provision.
- E) Slipholders who do not occupy their slip may be allowed a carryover to the succeeding year if a portion of their slip rental has been paid and if mitigating circumstances exist. If a slip is not rented in the succeeding year the carryover will be forfeited. Written application detailing the circumstances of the non-occupancy must be made to the

M.A.O. to be considered for a carryover. Within 30 days the M.A.O. will notify the slipholder in writing whether the carryover will be allowed. The amount of carryover allowed will be prorated based on the date the written application from the slipholder was received in the M.A.O.'s office. Approval is entirely the M.A.O.'s decision and no appeal will be allowed.

- 11) In the event of the death of a slip holder, the surviving spouse or a child of the slip holder shall have the right of first refusal of the assignment of the slip, subject to the approval of the M.A.O. Approval shall be based upon such considerations as the survivor's history of compliance with Department rules and proper utilization of the Marina facilities. If approval of reassignment is not granted, a prorated refund shall be granted.

b) Slip Renewals

For slip renewal, the Harbor Occupancy Agreement must be received by the Department no later than December 31, of any given year. If the Harbor Occupancy Agreement has not been received by that date the slip shall be vacated.

c) Slip Vacancies

- 1) Vacancies in slips shall be filled as follows:

- A) The vacant slip will be made available to current slip holders registered on the Slip Transfer Waiting List in order of appearance.
- B) If no transfer request fills the vacancy within 5 days, the slip shall be made available to individuals registered on the Applications Wait List in order of appearance.

- 2) Sale of Permittee's Vessel

- A) A Permittee may retain his or her designated slip for a period of 30 days after transferring title or agreeing to sell his or her vessel provided the Permittee notifies the Department in writing within 5 days after the date Permittee enters into an agreement for the sale of the vessel and his or her intent to acquire another vessel. An extension for an additional period not to exceed 60 days will be granted by the Department upon submission by Permittee of proof of a contract to purchase or construct another vessel. A further extension may be granted to commercial operators upon showing of a contract to purchase a different boat and a delivery date, not to exceed opening day of the next season.
- B) Permittee shall notify the Department in writing within 5 days of any

change of ownership in his or her vessel resulting from a gift, sale, lease, withdrawal, addition, or substitution of Partners, the sale or transfer of stock in a closely held corporate owner of the vessel or a change of officers or directors of a closely held corporation owning the vessel.

- C) In the event a slipholder, who has paid in full for the season, sells his or her boat, the slipholder may request North Point Marina to approve a new harbor occupancy agreement with the purchaser of the boat for the remainder of the season. If the M.A.O. approves, the slipholder shall relinquish all rights to said slip. Such permission shall not extend past the end of the then current boating season. If the purchaser desires a slip for the following season, he/she must apply for a slip as a new slipholder.
- d) Visiting Vessel Temporary Slip Permits
 - 1) The M.A.O. may provide temporary slip permits to vessels visiting the Marina. See Section 220.60 (Fees and Charges). Permits shall be posted on vessels in accordance with instructions issued by the M.A.O.
 - 2) No temporary permit may last longer than 14 days.
 - 3) The M.A.O. may assign temporary use of an already leased slip under limited slip vacancy conditions. See Section 220.40 (Slip Use).
 - 4) Temporary permits may be renewed for a like period at the discretion of the M.A.O., based upon the permittee's compliance with Department rules and slip availability.

(Source: Amended at 29 Ill. Reg. 1342, effective January 10, 2005)

Section 220.40 Slip Use

- a) Vessel Length Limitations
 - 1) Vessel length (length over all - LOA) includes all appendages (swim platform, bowsprit, anchor chock, etc.). Vessels may be measured by Marina staff in the slip after occupancy. No vessel having a vessel length (LOA) exceeding 3 feet longer than the designated slip length will be permitted. Vessels with an overall length (LOA) less than 5 feet of the slip length will not be permitted without written permission of the M.A.O. Permission will be based upon maximum utilization of the Marina facility resources. Violation of this provision will result in cancellation of the slip assignment.
 - 2) Vessel Extending Beyond Slip: A vessel shall not extend more than 3 feet

beyond the end of any finger float including but not limited to the vessel's davits, booms, swingstop, bowsprit or bow pulpit.

- 3) No part of any vessel shall extend over the main walkway.

b) Vessel/Slip Occupancy

- 1) Slips shall be available for occupancy from April 1 through October 31, weather permitting. Boats not being stored for the winter season at North Point Marina must be removed from the Marina by October 31. If boats have not been removed by October 31, the M.A.O. has the authority to impose temporary slip fees and/or remove the vessel and charge the owner for cost of removal and temporary storage fees until the vessel is removed from the site.
- 2) The assigned slip must be occupied by a vessel registered to the slip renter within 60 days after notification that the slip is available for occupancy, unless given written permission by the M.A.O. due to such circumstances as dry-dock time, unforeseen mechanical problems or unavailability of parts.
- 3) The Permittee shall notify the harbor office anytime his/her vessel will be occupied by any person other than the Permittee or his or her family.
- 4) No one under 18 years of age is to stay overnight on any vessel moored in the Marina without an adult present or without written permission from the M.A.O. Permission will be based upon such considerations as age of the minors, reason for the stay, and length of the stay.
- 5) Slip holders desiring to live aboard their vessel must make application with the M.A.O. for liveaboard status of 30 days or more. The M.A.O. may deny or terminate any application for liveaboard status, based upon such considerations as violations of Department rules, or safety.
- 6) The M.A.O. reserves the right to use permanent slips for transient vessels. Permanent slip holders shall notify the Marina office if they expect to leave their slip unoccupied for a period of 48 hours or longer and their expected date and time of return to the Marina. Transient vessels shall use their own dock lines and shall not use those of the permanent slip holder. Owners of transient vessels must vacate the temporarily assigned permanent slip upon notification by the M.A.O. or on the return of the permanent slip holder's vessel to the Marina.

- c) Tenders: One personal watercraft, dingy, or yacht tender owned by the Permittee and regularly used as a yacht tender may be kept in the Permittee's slip. This personal watercraft, dingy or yacht tender shall not extend into the fairway.

- d) Storage on Docks and Fingers: Nothing shall be stored on the docks and fingers except in locker boxes provided at each slip. When a vessel is removed at the end of the season or due to cancellation, the locker box must be cleaned out. Any items not removed from the locker box shall be deemed abandoned and become property of the Department.
- e) Dock Modification: There shall be no modification of the dock or installation of fenders, dock wheels, etc., without written permission by the M.A.O. Such permission shall be granted if the modification, based upon published marine engineering standards, does not create a safety hazard, does not conflict with the Department's Master Management Plan, and is not aesthetically displeasing.
- f) Steps: Any steps used for ingress and egress from a vessel shall not be wider than half the width of the finger to which the vessel is moored. Positioning of steps on any dock must be approved by the M.A.O. These steps shall not be used as a storage locker.
- g) Drying of Laundry: Drying or airing of laundry or apparel on the dock or rigging of the vessel is not permitted.
- h) Commercial Activity: Subject to availability, all charter boat operators will be assigned to the commercial harbor. Only Permittees in the commercial harbor will be permitted to advertise on their boats. No sign of any kind will be permitted on the docks. Charter boat slip fees will be the same as that for the main harbor. No one other than licensed Charter Boat Operators shall engage in charter boat activities. No Charter Boat Operator shall pick up or discharge passengers in the recreational basin.

(Source: Amended at 29 Ill. Reg. 1342, effective January 10, 2005)

Section 220.50 Vessel Condition and Movement

a) Inspections

Any individual applying for a permit or having a permit issued thereby impliedly agrees that the Department may examine his or her vessel at any time without prior notice at reasonable hours for the purpose of verifying compliance with all applicable rules.

b) Vessel Condition

- 1) Seaworthiness: Any vessel moored in the Marina shall be seaworthy at all times and be able to get underway by its own power. In the event a vessel becomes unsafe or unseaworthy, the slip permit may be revoked by the Department. The M.A.O. shall give written notice to the slip holder of those items that render the vessel unsafe or unseaworthy. The slip holder shall undertake repairs or refurbishing within 10 days after receipt of notice or such

permit will be revoked. Failure to comply with these provisions shall authorize the Department to have the vessel removed and to charge the removal and storage to the Permittee.

- 2) Vessel Maintenance: Limited maintenance, such as tune-ups, cleaning and line replacement of docked vessels in the recreational harbor is permitted during daylight hours only. Such maintenance activities shall not generate paint aerosols, dusts, other particles or material which will deposit upon docks, nearby vessels or other facilities; not produce odors, vapors/gases which will prove offensive or pose health, fire, or other safety hazards. Extensive repairs, such as hull repairs, engine overhauls and spray painting, shall be completed outside the slip area. The use of open flame devices (welding torches, blow torches, etc.) or electrical welders shall not be permitted without express permission (based upon safety) of the Department. Only boat repair, service or other type vendors that have been authorized by the Department shall be permitted to perform work on any vessel at the Marina. Emergency repairs may be made at a slip upon written approval of the M.A.O. (see Section 220.80). Any waste products (oil, paint, solvents, etc.) shall be disposed of only in designated areas.
 - 3) Wrecked or Sunken Vessels: In the event of a wrecked or sunken vessel, the Permittee is responsible for marking the accident site, raising the craft and the disposition of the vessel.
 - 4) Unauthorized Discharges: Permittee will be responsible for any costs associated with the cleanup and disposal of unauthorized discharges. Marina management, or its representatives, may board and inspect any vessel suspected of unauthorized discharge.
 - 5) Sail Boat Rigging: All sail rigging shall be tied down while at the slip to insure against noise being produced by the rigging.
- c) Vessel Movement
- 1) Movement of vessels within the Marina shall be for the purposes of entering or leaving a slip, pump out station or fuel dock. All vessels underway in the Marina shall be under power. Sailing, rowing, sculling or paddling within the Marina is prohibited.
 - 2) Fueling: Fueling of vessels can only be done at the designated fuel dock in the Marina.

(Source: Amended at 29 Ill. Reg. 1342, effective January 10, 2005)

Section 220.60 Fees and Charges

- a) All fees and charges may be paid in the form of cash, check, money order or credit card. Transient rentals only may be paid by approved credit card.
- b) Slip Rental - Seasonal
- 1) Slip rental fees will be based upon slip length or overall length of vessel (including all appendages), whichever is greater.
 - 2) A (one-time) \$200 deposit must accompany the application for a slip. This deposit is non-refundable and will be applied to the first year's slip rent.
 - 3) Slip rental rates are \$125 per foot per season for each foot of slip or each foot of vessel, whichever is greater. Discounts or credits shall be deducted from the total when such incentives are offered. Amounts and conditions precedent shall be determined by the Department of Natural Resources based upon economic conditions and slip occupancy and shall be publicly announced prior to implementation. Such incentives shall be offered equally to all members of the class of people to whom the incentives are offered, contingent upon slip availability.
 - 4) Payment Schedule: Slip rental is due according to the following schedule:
 - 25% by December 31
 - 25% by February 28
 - 25% by April 30
 - 25% by June 30
 - 5) Rent will be pro-rated for partial season occupancy by new applicants, based on the proportion of the season remaining at time Permittee is notified the slip is available. (Season shall be calculated as June 1 through October 31 for pro-rata purposes.) There shall be no pro-rata discounting for any vessel offered a slip prior to June 1. Pro-rated slip rental will be due in full upon receipt of a Harbor Occupancy Agreement by the Department.
 - 6) Late Charges: For payments not submitted by the scheduled due date, a late charge of 3% of the amount due shall be assessed per month. No boat shall be allowed initial occupancy of the assigned slip until all scheduled payments (including late charges) have been made. Any slip rental payment more than 60 days in arrears shall result in lease termination and boat impoundment.
- c) Slip Renting - Temporary
- Visiting vessels 30 feet and under LOA will be charged a daily rate of \$40. There will be an additional per foot per day charge not to exceed \$2 for each foot of vessel over 30 feet LOA. Each seventh consecutive day leased under a temporary permit will be free. Discounts or credits shall be deducted from the total when such

incentives are offered.

d) Rate Changes

The Department of Natural Resources reserves the right to change rates.

e) Utilities

Normal utility use is included in slip rental fees. Excess use (defined as consumption beyond average consumption of a similar size boat), as determined by the M.A.O., will be billed at the rate charged Department of Natural Resources by the respective utilities.

f) Other Fees and Charges

The M.A.O. shall post in a public place the schedule of miscellaneous fees and charges. Fees may be charged for such things as replacement of lost parking permits, cables, use of Marina facilities, collection costs, damage to Marina property, credit card convenience, and other Marina services necessary to maintain the safety and operation of the Marina.

(Source: Amended at 29 Ill. Reg. 1342, effective January 10, 2005)

Section 220.70 Other Regulations

- a) Quiet Hours: Quiet hours from 11:00 p.m. to 7:00 a.m. shall be observed in the Marina. During this period, no loud noise or instrument producing or reproducing sound shall be used in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants. The sounding of horns as required by Marine Rules of the Road is not a violation of quiet hours.
- b) Sanitation and Refuse: All trash must be placed in the provided dumpsters located in each turnaround. No sanitary or any marine discharge is allowed in the basin. Pump out stations are provided in the main basin and at the fuel dock. All trash shall be placed in plastic garbage bags prior to disposing in the dumpsters. Fish cleaning shall be done at designated areas only. Fish cleaning is allowed aboard docked vessels provided that all refuse is placed in plastic bags and deposited in the designated containers, at the fish cleaning station. The use of red plastic bags is prohibited. Any disposal of fish waste into the harbor is strictly prohibited.
- c) Motor Vehicle Traffic and Parking:
- 1) Visitors will park in the visitors lot only.
 - 2) Permittee Parking: Access to restricted parking, docks, and bathhouses will be provided to the Permittee by the M.A.O. Any misuse of these privileges

may be cause for termination of the slip permit.

- 3) Illegally Parked Vehicles: Any vehicle in violation of parking regulations may be ticketed and/or towed at the expense of the vehicle owner in accordance with the Illinois Vehicle Code [625 ILCS 5].
 - 4) Occupancy of any parked vehicle in the public areas between the hours of one a.m. and five a.m. shall be unlawful without written permission from the M.A.O. displayed in the left front windshield area.
- d) Bicycles and Motorcycles: No person shall roller skate, skateboard, or ride bicycles, manual or motorized scooters or motorcycles on the docks and gangways within the Marina or upon the boardwalk.
 - e) Security Gates: The security gates to the main piers are not to be blocked open at any time. Any tampering of the Marina security systems may be cause for termination of the slip permit. Termination shall be based upon such considerations as the nature of damages or threat to security. All persons within the secured area of the Marina shall identify themselves upon request by Marina personnel.
 - f) Swimming/diving: Swimming and diving are not permitted within the protected harbor areas of the Marina.
 - g) Fishing: Fishing is prohibited within the Harbor except that pole and line fishing only is permitted on vessels berthed at slips. No line shall extend into any fairway or maneuvering area.
 - h) Cooking: No cooking or barbecuing shall be permitted except in designated areas or on the slip holder's vessel. Used charcoal and ash shall be deposited in designated containers only. No charcoal grills or charcoal lighter shall be used on docks or vessels in the Marina.
 - i) Lost and Found: All found items should be taken to the M.A.O.'s office.
 - j) Commercial Activity: No commercial advertising or solicitation is permitted in the recreational basin. A slip holder may place a single 8 1/2 x 11" For Sale sign within the vessel. The use of any boat as a demonstrator by a boat dealer shall be regulated by the vendor regulations which shall be published by the Department.
 - k) Tampering with or boarding other vessels without permission is prohibited.
 - l) Anchoring: Except in cases of emergency (see Section 220.80), no boat shall anchor in North Point Marina waters.

(Source: Amended at 29 Ill. Reg. 1342, effective January 10, 2005)

Section 220.80 Emergency Boarding of Vessels

Emergency Boarding of Vessels: The Department reserves the right to board any vessel in the Marina in the case of an emergency. The Department reserves the right to determine emergency situations, based upon threat to persons, property or environment and the immediacy of necessary action, including immediate vessel removal.

(Source: Amended at 29 Ill. Reg. 1342, effective January 10, 2005)

Section 220.90 Waiver of Claims

The Department of Natural Resources is not responsible for personal injury or property damage incurred by guests, licensees, invitees or trespassers unless caused by gross negligence on the part of the Department.