

**City of Alpena  
Harbor Advisory Committee  
Regular Monthly Meeting  
4:30 p.m., Thursday, February 1, 2024**

**This meeting will be in person at City Hall in the Council Chambers**

The packet for this meeting can be found on our website at:

[https://www.alpena.mi.us/government/city\\_boards\\_2/HAC\\_meeting\\_agendas\\_and\\_minutes.php](https://www.alpena.mi.us/government/city_boards_2/HAC_meeting_agendas_and_minutes.php)

<https://meet.goto.com/632545549>

You can also dial in using your phone.

Access Code:  
632-545-549  
United States:  
[+1 \(646\) 749-3122](tel:+16467493122)

The public is welcome to alternately join the meeting from your computer, tablet or smartphone.

**Agenda**

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA/ MODIFICATIONS

APPROVAL OF PRIOR MEETING MINUTES – September 21, 2023

BUSINESS:

1. Introduction of New Harbormaster Kevin Fisher
2. Approve 2024 Meeting Schedule
3. Review Marina Regulations
4. Complimentary Dockage SOP
5. Critical Issues
6. Dock Security

HARBORMASTER'S REPORT

PUBLIC COMMENT

MEMBER COMMENTS

STAFF COMMENTS

NEXT MEETING:     Date: March 7, 2024

ADJOURNMENT

# City of Alpena Harbor Advisory Committee

**Meeting Minutes**  
**4:30 p.m., Thursday, September 21, 2023**

The meeting was called to order at 4:31 p.m.

Committee members present: Brian Peterson, Jason Luther, Tanner Kostelic, Wayne Lewis, Don LaBarre, Al Moe

Committee members absent: Steve Wilson, Rick Konecke

Staff present: Shannon Smolinski, Rachel Smolinski, Steve Shultz, Anne Gentry, Cassie Stone

APPROVAL OF AGENDA – *Motion made by Peterson, Second by Lewis* to approve the agenda, motion carried.

APPROVAL OF MINUTES – June 1, 2023 – *Motion by Lewis, Second by Luther* to approve the minutes as presented, motion carried.

## BUSINESS:

1. Critical Issues List – Shannon stated the critical issues list that was included in this meeting’s packet was created by her and Kyle 2.0 (Burr) out on the marina grounds. Shannon added the marina techs have been working on this list for the last few weeks and feel they are at 50 % taking care of the things listed. Steve Wilson was not present for the meeting but named a few critical issues that Shannon shared with the members. One of the issues Steve mentioned was that some of the docks are not secure at the ends and there is also a crooked dock. Shannon believes there are some pins missing underneath and will look at it when it gets pulled out. The visiting dock (402) may be more of an issue. Shannon believes something might have sprung and is hoping the dock can be pulled completely out for winter so it can get worked on. The day dock by the flagpole needs some improvements or needs to be pulled out because it looks bad. Kyle 2.0 is a pretty good fabricator and Shannon is hoping he has some ideas on how to improve it and it also needs to be kept up on cleaning as the sea gulls and ducks hang out on the dock. The light poles by the Yacht

Club side need to be painted. Shannon was hoping to switch out the brown pole lights with the black pole lights. They would all have to be rewired but Thunder Bay Electric called and said they couldn't do it, so Shannon is not sure what is going to be able to be done with them. There was only enough money in the budget to replace 4 of the 12 lights this year but unfortunately was cut from the budget so they will probably have to just be painted instead. The spiders on the visiting slips need to be sprayed. Shannon stated the first thing the dockhands do is sweep them in the morning. The spray that was being used wasn't very efficient this year. Shannon added that a DPW tech will be taking a spraying class soon so hoping for a better solution for next season. Lewis added that the weeds were horrible this year with sticking in boat props. Shannon stated she contacted Huron Pines and felt there was an invasive problem down there, but it was because the water was three degrees warmer this year so more of the weeds grew then with normal temperatures. Shannon added that 10 – 1-ton pick-up loads of weeds were hauled out of there. The weeds were also sprayed three times this year by Clearwater from Howell Michigan, but Shannon is hoping to be able to obtain an aquatics permit allowing them to be sprayed more often. Kostelic questioned the status of the no fishing signage. Shannon stated it is ordered. LaBarre stated he did receive some complaints from people regarding the vertical beams that are loose on some of the docks. Shannon stated the issue is being addressed. Lewis added there was a post missing a few weeks ago by the ying ling lift and the bracket was exposed and was scratching the sides of people's boats. Shannon was going to check and see if it was taken care of yet. Peterson stated that when the lights get switched out, he would like to see them all go to the amber lights versus the white lights. Shannon stated that the subject is a larger city-wide discussion that is going on that will make all the lights standardized when it's done. Rachel added switching out all the lights is a very substantial cost but moving forward we do want to have consistency with our lighting around town. LaBarre asked to be kept in the loop so the committee can provide feedback from the marina standpoint once the City gets closer to a decision on lighting moving forward. Kostelic asked about the red concrete on Prentiss Street between the docks and the road. Shannon stated the paint alone costs \$2,700.00 and that includes no labor costs. Shannon stated there was a option of seal coating it black and hope the red doesn't come back through. Shannon is going to look into some prices and if its doable and reasonable she will try to get it done this season. LaBarre

also questioned the status on getting trees replaced there. Shannon stated the City is currently in the year 2019 of replacing trees that were removed and only having a budget this year to plant about 20 of the 35 that were taken down in 2019. Shannon and Steve have a grant due shortly that could possibly help with getting more trees planted.

#### HARBORMASTER'S REPORT:

1. New Employee – Shannon stated Kooter has left the marina and moved to Texas to help an ill family out. Kooter gave a months' notice to be able to help get through the summer, which was very much appreciated. Luckily, a previous candidate that was interviewed and almost got hired back in the Spring accepted the vacant position so there is now two Kyle's at the marina. Shannon added he is very knowledgeable, has great ideas, and is learning a lot at the marina.
2. Dock Update – The new docks have been arriving three a day at the marina and should all be there by Friday. Shannon stated since it is so late in the season the docks will not be going in right now. Shannon added how nice they are and encouraged members to go check them out if they haven't seen them yet.
3. Fuel Update – Shannon was informed by the State of Michigan that on October 7<sup>th</sup> the fuel tanks will be red tagged and locked and will not be able to receive any more fuel deliveries until the line gets fixed between the tanks and the dock. This is a huge priority to get this bid out. We did receive the grant to cover getting this fixed. Fuel will still be able to be sold until we run out. Shannon added the regulator from LARA has worked great with the City but his hands are tied now and there is nothing more that he can do until this gets fixed.

PUBLIC COMMENT:                      None

MEMBERS COMMENT:                      Moe questioned the discounted dock rates and if this was all set now. Everyone that was told they had to pay this year, paid except for NOAA who relocated where they parked Shannon stated. Kostelic asked if there was any more progress on the Crow's





City Hall  
208 North First Avenue  
Alpena, Michigan 49707  
[www.alpena.mi.us](http://www.alpena.mi.us)

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## **2024 Harbor Advisory Committee Meeting Schedule**

**Location:** All meetings will be the first Thursday of the following months in the City Council Chambers, Alpena City Hall at 4:30 p.m., unless otherwise noted.

### **Meeting Dates:**

February 1, 2024

March 7, 2024

April 4, 2024

May 2, 2024

June 6, 2024

July 11, 2024

August 1, 2024

September 5, 2024

October 3, 2024

November 7, 2024

December 5, 2024



## Alpena Marina Regulations

The OWNER shall have first rights to the slip occupied the previous season with a signed seasonal slip agreement and \$100.00 deposit on or before March 1 of the current year.

Any commercial businesses operating within the marina shall be in compliance with all state, federal and local regulations and shall be registered with the Marina.

Every effort will be made to continue occupancy in the slip the OWNER prior occupied; however, the MARINA reserves the right to relocate or reassign slips in the event of, but not limited to, the slip being deemed unsafe, redesignation of the prior slip or boat size not appropriate for the designated slip.

OWNER may not occupy their slip until the entire slip fee has been paid in full.

Slip reservations shall be forfeited if seasonal deposits are not received by March 1 or on June 1 if seasonal slip fees have not been paid, unless prior approval has not been authorized by the Harbormaster.

For the safety of boaters, no anchoring or mooring is allowed in or around the marina area.

One dinghy or other auxiliary craft shall be a size suitable to be carried on board the boat leasing the slip. No more than one auxiliary craft per boat is permitted to co-occupy the slip so long as storage of such watercraft does not extend beyond the limits of the assigned slip or in any other way with the flow of traffic in the marina. Auxiliary craft shall be removed from the slip when the boat is out of the marina for more than one day. No slips shall be leased, or dockage permitted, solely to any auxiliary craft or personal watercraft.

The "NO WAKE" speed shall be observed at all times.

For the safety of all guests and boaters, bicycles, in-line skates, and skateboards are not permitted on the main docks or finger docks. Bikes shall be walked to the slip.

All boats should be inside the outer piling out of the fairway and will be assigned accordingly.

Camping outside of a vessel shall not be permitted on premises.

OWNERS shall be asked to keep the pier area clean and free of litter. Nothing shall be stored on the docks or piers without first obtaining permission from the Harbormaster.

Charcoal burners are not allowed on any dock. Open flames are prohibited except while cooking on a standard galley stove aboard a vessel. If you wish to cook with a charcoal fire, we have charcoal grills/picnic tables for your convenience, located on the shore near the ends of the docks.

Please operate your boat in a safe manner. No "cruising" is allowed in the marina (including auxiliary craft). Boats are expected to leave the marina immediately after checking out. Sail craft are required to enter or leave the marina under auxiliary power only (inboard or outboard motor). Sailing in the harbor is only permitted if you do not have auxiliary power.



Fishing is allowed within the harbor; however, no fishing is allowed on the docks or within 100 feet of a vessel. Fish cleaning allowed only in the Fish Cleaning Station. It is illegal to dispose of fish waste in the waters of the State.

Pets must be under control at all times and owners are responsible for cleaning up all waste. Pets must be accompanied at all times. Do not leave your pet chained, tied, or on a boat unattended at any time and barking must be restricted.

Loud music, noise, or other disturbances are strictly forbidden. Persons creating a disturbance or nuisance will be asked to leave immediately. Everyone within the marina shall observe designated quiet hours of 10:00 p.m. to 7:00 a.m.

Pump-out facilities are available at the fuel dock and toilet/shower facilities are located at the Boater's Lounge. Boaters are encouraged to use the toilet/shower facilities while onsite.

Due to limited parking, please respect the posted regulations governing parking in the marina area. A dockhand can assist you in securing long-term parking, if required.

No swimming/diving is allowed in the marina. Should an emergency arise requiring diving in the marina, check with the harbormaster first. It's the boater's responsibility to ensure that all proper safety precautions have been taken to protect both the diver and boater.

OWNER will provide proof of insurance to include, where applicable, pollution coverage on their vessels and equipment.

Sufficient lines, fenders, and other necessary tie-up gear will be furnished aboard the boat by the OWNER(s) prior to launching, and the OWNER(S) accept full responsibility for the condition of such gear and for any damage that may result from its failure. All boats must be equipped with a minimum 1/2-inch diameter twisted or braided nylon line (or approved equal). Boats that do not have this type of mooring line cannot stay overnight, until proper lines are obtained.

MARINA shall not be required to provide tie-up facilities after launching as a condition of the agreement. Regular rates will be charged for any tie-up facility occupied commencing on the date of launching, and MARINA may move the boat from time to time as may be necessary for the best utilization of its docks and moorings. Boats may be rafted if necessary.

Seasonal slip owners are not allowed to store trailers in the parking lot. All trailers shall be stored offsite. The City will relocate any trailers offsite to the Department of Public Works area located at 1001 Long Lake Avenue for a fee. However, the City of Alpena, nor MARINA will not be held responsible for theft, damage, personal injury, or property damage done to trailers in any way, except for its negligence. OWNER(S) agrees to hold harmless the City of Alpena.

MARINA shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the OWNER(S) shall carry such fire insurance as they desire for their protection. Nor shall MARINA be liable for any damage resulting from any strike, riots, or act of God, which includes all the elements, including force majeure. All vessels shall be handled at the OWNER(S) risk subject to reasonable care and handling. MARINA shall assume no liability for the condition of the Vessel.

OWNER(S) shall remove from the boat prior to storage all paints, thinners, gasoline cans or other materials which constitute a DANGER of fire both for the protection of MARINA and for other boat owners. MARINA does not undertake to examine any stored boats for such dangerous material; however, MARINA reserves the right to remove any such material should it be encountered in any craft during the process of hauling, storage, decommissioning, or repairs. All perishable food items must be removed from boat at time of haul out for storage or service.

The OWNER(S) recognizes that outdoor spaces is not fenced, and that MARINA does not provide security guard services. MARINA will provide periodic observation of the boat exterior and cradle or stands. MARINA does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or other damage from any cause including weather, theft, and vandalism. Insurance regulations restrict anyone from remaining overnight on boats on shore while in storage.

MARINA shall not be responsible for the loss of any articles or equipment left on the boat. Items not affixed to the boat should be removed by the OWNER(S) for safekeeping. MARINA likewise shall not be responsible for any fuel left in the boat, nor for any damage due to freezing. It is agreed that MARINA has been relieved of the aforesaid liability because of the low rate charged by it, and that higher rates are charged by MARINA if it is to be held liable for such loss or damage.

The OWNER(S) may employ outside help to do work on the boat. Ordinary light maintenance performed on your vessel is permitted. When work is being done by the OWNER(S) or by the volunteer or employed outside help, such work must be conducted in such a manner that will not hinder the work of others or create a hazard or cause damage that may result from their failure or the failure of their volunteer or employed workers (other than employees of MARINA) to observe the conditions of this agreement. All outside vendors must provide proof of insurance, satisfying MARINA management. When arriving at the marina to service any vessel, all vendors must notify the marina upon arrival at the marina's grounds. All vendors must perform services during normal business hours unless arrangements have been made with the Harbormaster in advance.

No person shall discharge oil, antifreeze, solvents, or oily bilges into the water. Overboard discharge of heads, holding tanks or oily bilge water within the marina is strictly illegal. Maintaining and repairing your boat invariably involves the use of chemicals and generation of waste that must be stored, managed, and disposed of in strict compliance with federal, state, and local environmental regulations. The OWNER agrees to be environmentally responsible for all products used by themselves, their repair facilities, and their crewmembers. Toxic materials such as paints, thinners, antifreeze, fiberglass resins and solvents, used and oily rags, old fuel, used oil, and many other products shall not be dumped on the ground or disposed of in the yard trash cans or dumpsters. The OWNER agrees to comply with the boat yard Environmental Policies as posted at the yard.

The OWNER agrees to be responsible for and hold the yard harmless against any liability for any violation of the environmental policies caused by the OWNER, crew members or other authorized agents and associates. When possible, the owner shall utilize recycling programs available for these materials.

OWNER(s) is responsible for cleanup of all scraping, sanding, and grinding of bottoms, topsides, brightwork, etc., in a manner that all removed material is to be collected and disposed of in

appropriate trash containers. Methods shall be taken including, but not limited to drop cloths, tenting, and dustless sanding systems confining all materials for removal and disposal for major sanding and stripping operations. When light or minor sanding operations are undertaken, the work shall be done in a manner including but not limited to trapping, sandbagging run off locations and preventative sweeping and proper disposal which prevents all sanded materials from running into the storm collection system including direct release into the harbor basin. Any and all methods used by OWNER(s) may be subject to inspection and approval by MARINA. All onsite painting shall be by roller or brush only. There will be no spray painting onsite. No spraying of fiberglass will be allowed onsite.

We require all OWNER(s) and Marina customers to comply with applicable State and federal laws.

No vessel will be allowed at the facility if it is not equipped with functioning, approved sanitation equipment. We reserve the right to inspect vessels at our facility for compliance.

OWNER(s) is responsible for cleanup around their areas and will be charged if this is not done to MARINA'S satisfaction. No boat will be launched until work areas are cleaned up satisfactorily to MARINA's representatives.

If the OWNER fails to properly execute any of the requirements of this agreement, the MARINA shall notify the OWNER, in writing, of the failure to perform and shall give the OWNER 5 (five) calendar days to correct the situation. If the OWNER has not resolved the issues after the allowed time, the OWNER shall have the right to correct the issues and bill the OWNER for the cost of taking the corrective measures.

MARINA will not accept or allow to remain at the MARINA, any boat that is, in the MARINA'S opinion, in an unsafe or unusable condition.

OWNER(S) expressly undertakes and agrees to the foregoing terms and conditions and agrees to hold MARINA harmless with respect to damage or loss to or of the Vessel and/or its outfit, except as such damage and/or loss may be conclusively attributed to MARINA'S negligence, and this undertaking is provided to induce MARINA to enter this agreement.

**CITY OF ALPENA**

**STANDARD OPERATING POLICY**

SUBJECT: Alpena Marina  
Complimentary Dockage

SOP No.: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Revised Date: \_\_\_\_\_

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Copies to: Mayor, Council Members, Harbor Advisory Committee, Department Heads,  
Supervisors, and All City Employees

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STATEMENT OF POLICY:

Purpose: The City of Alpena allots a certain number of complimentary slips within the Alpena Marina. The purpose of this policy is to establish the City's policy on who will be allotted complimentary slips and what, if any, compensation will be required in exchange for said dockage.

I. POLICY ALLOWING COMPLIMENTARY DOCKAGE

It is the City's philosophy and policy that it is in the best interest of the City to designate a certain number of complimentary slips annually for the betterment of the marina and the community both now and in the future.

Complimentary dockage shall only be granted if slips are available on a first come first served basis in accordance with the hierarchy described in Section IV, Subsection A.

Organizations who wish to be considered for complimentary dockage shall petition the Alpena Marina annually for consideration and availability. Determinations will be made in accordance with the following procedures.

II. POLICY DESIGNATING WHO WILL BE ALLOWED COMPLIMENTARY DOCKAGE

A. Youth Boating and Sailing Organizations

Youth boating and sailing organizations shall be defined as an organized group which encourages individuals under the age of 18 to learn about boating skills and promote activities

within the boating community with the hope it will encourage future marina users. Examples of this group could include, but not be limited to, the following

- Alpena Youth Sailing
- Boy Scouts of America Sea Scout Program

B. Law Enforcement

Law enforcement agency means an entity that is established and maintained in accordance with the laws of federal, state, or local government that is authorized by law to appoint or employ law enforcement officers. Law enforcement agency includes a public body corporate that is authorized by the laws of this state to appoint or employ law enforcement officers. Examples of this group could include, but not be limited to, the following:

- United States Coast Guard
- Michigan DNR
- Alpena County Sheriff

C. Other Entities

At the discretion of the Harbormaster, other entities may request and be granted complimentary dockage within the Alpena Marina. These entities can include, but are not limited to research facilities including:

- NOAA
- Governmental Fisheries Divisions
- Educational Institutions

D. Winter Storage Customers

At the discretion of the Harbormaster, non-seasonal winter storage customers who will be winter storing their boat within the Alpena Marina will receive up to two days of complimentary dockage to decommission and two days of complimentary dockage to recommission their vessel. Any additional time will be charged at the current standard or special rates.

III. COMPENSATION

A. Youth Boating and Sailing Organizations

In exchange for any dockage or services performed by the Alpena Marina, it is the expectation of the youth boating or sailing organization members to preform “sweat equity” on the marina grounds to compensate for the waived fees. The hours of service due the marina will be calculated from the amount due divided by the current hourly rate of the seasonal employees from the Department of Public Works. Hours worked will be verified and agreed upon by both the leader(s) of the youth organization and the Harbormaster.

IV. TERMINATION OF COMPLIMENTARY DOCKAGE

A. Procedure for Termination of Complimentary Dockage

Complimentary dockage shall be continued upon annual review until such a time as the slip is necessary for paying users need occupancy. If the situation becomes apparent that the next occupancy will require the need to occupy a complimentary slip, the Harbormaster will notify the complimentary slip holder of the situation as soon as possible.

The complimentary slip holder will have two options:

1. Prepare to vacate the slip so it is available for rental.
2. Pay seasonal dockage to continue occupancy.

B. Order of Hierarchy

If it becomes necessary to terminate complimentary dockage to accommodate paying customers, the following hierarchy has established to establish the order which groups will lose dockage.

1. Winter Storage Customers
2. Other Entities
3. Youth boating and sailing organizations
4. Law Enforcement

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City Manager