

**City of Alpena
Harbor Advisory Committee
Regular Monthly Meeting
4:30 p.m., Thursday, May 11, 2023**

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

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

<https://meet.goto.com/851806133>

You can also dial in using your phone.

Access Code:

851-806-133

United States:

[+1 \(408\) 650-3123](tel:+14086503123)

Agenda

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA/ MODIFICATIONS

APPROVAL OF PRIOR MEETING MINUTES – March 2, 2023

BUSINESS:

1. Marina Rules and Regulations –*Shannon*
2. Commercial Business SOP – *Shannon*
3. Annual Critical Issues List - *Shannon*

HARBORMASTER’S REPORT

PUBLIC COMMENT

MEMBER COMMENTS

STAFF COMMENTS

NEXT MEETING: Date: June 1, 2023 – 4:30 p.m.
Topics for Discussion: Commercial Business SOP/Advertising

ADJOURNMENT

City of Alpena Harbor Advisory Committee

Meeting Minutes 4:30 p.m., Thursday, March 2, 2023

The meeting was called to order at 4:30 p.m.

Committee members present: Wayne Lewis, Tanner Kostelic, Don LaBarre, Jason Luther, Rick Konecke, Al Moe

Committee members absent: Wilson, Peterson

Staff present: Shannon Smolinski, Rachel Smolinski (Left at 5:13), Anne Gentry, Cassie Stone

Staff absent: Steve Shultz

APPROVAL OF AGENDA – *Motion made by Moe, Second by Konecke* to approve the agenda, Motion carried.

APPROVAL OF MINUTES –February 16, 2023 – *Motion by Lewis, Second by Kostelic* to approve the minutes as presented, Motion carried.

BUSINESS:

1. 2023 Dock Replacement – Shannon stated the dock replacement award went forward with no problem. Contracts are signed and we are in the process of waiting to get shop drawings from the company so those can get approved. Shannon is going to work on a cost estimate to see if the docks can be spaced out since there has to have a different assembly on the end to give the boaters a little bit more room between the docks. Shannon also gave an update on a previous customer of the dock company that is going on their third year of the docks froze in and haven't had a problem with them shifting or moving. Shannon added that the spaceship lights will be removed, and she plans on putting lights on the back of the tall poles back by those docks. Shannon contacted one of our contractors that has a crane, and the contractor didn't see a problem with pulling the old docks before the date the new docks will arrive. It sounds like the docks are going to be delivered in sections with the deck boards already on and will just need to be pinned or bolted together. Shannon is also hoping to get some money out of the budget

to put utility boxes on that side which will also add some additional light. Between the contractor and Kooter, Shannon doesn't see a problem with putting the brackets in and assembling things.

2. Fishing Tournament Applications – Shannon stated she has received a few applications for permits to allow fishing tournaments in the marina from Brown Trout and a bass tournament. Shannon added she is looking for feedback from the members on what kind of stipulations should be given to applicants when the permit is issued. Moe questioned what kind of staff concerns there were. Shannon stated she is not overly concerned just would like to know about it in advance so preparations can be made to make sure staff is available to assist and make sure the fish cleaning station is up and running if there is an issue during the tournament. Moe questioned if there were any big tournaments coming in besides Brown Trout? Shannon stated there is a bass tournament taking place in September that is a catch and release but is anticipating 80 boats are attending. It seems to be an ongoing issue with parking during the Brown Trout Festival. What can be done to make it better to accommodate people during these activities so it's not such an inconvenience for everyone? Shannon would like to write up something that states these are our stipulations while you use the marina that standardizes it for everyone involved. Shannon stated something that could be asked would be to try and consolidate down and/or remove from site items that are not actively being used. Anyone that uses the marina grounds for a tournament has to supply enough port a johns to accommodate the amount of people there, so restrooms are not an issue. Right now, the fee for a permit at the marina is \$75.00 and since its budget time, now would be the time to propose a fee increase but also need to consider that community events bring people into town and money into the community. Rachel added that all departments are reviewing the brown trout application and after hearing the members comments, department comments and reviewing the site plan submitted, Shannon is going to come back with comments and conditions to be issued in the permit. LaBarre stated that comments coming from the members include parking control, more barricades, having a better understanding of the site plan with square footage that they are proposing to occupy for the event and better enforcement of overnight vehicles. Moe also added allowing enough time for staff so they are not rushed trying to get everything ready. Shannon is going to email the members the list of stipulations provided for review.

3. Concepts for Storefront – For those who haven't heard yet Cochon is going to be closing and vacating the storefront. Shannon is looking for suggestions at who members want to approach for the storefront and/or suggestions for possible business plans. LaBarre feels something in that building needs to be very much maritime based but doesn't know how successful a parts shop would really be with Arlee and Reid next door. Moe asked if Arlee and Reid would need additional workspace. Rachel stated basically everything that is received in rent is going to go back into the building for maintenance so is the revenue generating or is it there for a service? Rachel added that it was discussed about reaching out to Arlee and Reid to see if they wanted to use more of that space and maybe really look strategically at what that rent is and what we want done to the building. Kostelic questioned maybe rent out as a space to hold an event and LaBarre added maybe a training space. Rachel added maybe offering it as a pop-up space. There are even pop-up retail places. Members agreed to send out another request for proposals and see if we get any bites on it. Shannon is going to add a few people that reached out to her inquiring about the request for proposals that was sent out last time that they did not know about.
4. April Meeting Date – Shannon will be unable to attend the April meeting. Members decided with nothing pressing on the agenda to cancel the meeting or could possibly reschedule the meeting if something comes up.

HARBORMASTER'S REPORT: A new employee named Kyle Thomas starts next Tuesday. Shannon stated that he has a lot of building, maintenance and plumbing background and will be a huge addition to the marina. All four tires are here for the travel lift and are getting the rims taken care of. Shannon added that we are working on the contracts with Arlee and Reid currently. There will be a small fee increase to cover an additional employee. Shannon stated she was approached by someone that has 80 hours of community service to serve this spring and will be helping out at the marina in May. Shannon is hoping he can do some painting on the marina storefront.

PUBLIC COMMENT: A gentlemen (didn't state his name) said he has been down to the marina store a few times when we first started talking about what was going to go in down there. He added he was excited when he heard West Marine might go in down there, but it didn't

sound like they wanted to come here. We need a place to get parts up here.

MEMBERS COMMENT: LaBarre asked if we were still thinking about setting up some sort of a sitting area in front of the mural or is that now on hold because of the transition. Shannon wants to hold off for a bit as we wait and see what kind of business wants to go in there. The new business could use that area for an outdoor sitting area so Shannon doesn't want to use up that space.

STAFF COMMENT: None

NEXT MEETING: Next meeting will be May 4, 2023, at 4:30 p.m.

ADJOURNMENT: ***Motion by Kostelic, Second by Lewis.*** Motion carried.

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 9:00 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
Commercial Businesses Operating
within the Marina

SOP No.: M02

Date Issued: _____

Effective Date: _____

Revised Date: _____

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

STATEMENT OF POLICY:

Purpose: The City of Alpena allots a certain number of slips within the Alpena Marina for commercial businesses to operate within the marina. The purpose of this policy is to establish the City's policy on what a commercial business is, who is considered a commercial business, establish limits for the number of commercial slips and what, if any, compensation and requirements existing for said businesses to operate within the marina.

I. POLICY DEFINITIONS FOR COMMERCIAL BUSINESSES

A commercial business shall be as defined by the United States Coast Guard.

II. POLICY FOR REQUIREMENTS FOR OPERATING A BUSINESS IN THE MARINA

A. Charter Businesses

Charter businesses operating within the Alpena Marina shall be in compliance with all federal, state and local regulations including all current United States Coast Guard (USCG) regulations for operating a business for compensation. Annually, all charter businesses shall complete the current application for operating a commercial business within the marina. Charter businesses shall provide the following:

- Completed Application
- Charter Boat Permit
- Captain License
- Current Charter Boat Inspection
- Current Proof of Insurance showing City of Alpena as additional insured

Vessel captains shall be responsible for patrons of their business while they are within the marina and shall ensure they abide by all marina regulations and rules.

To ensure the safety of all users, charter businesses occupying a slip within the marina shall utilize restroom pass cards for the boaters' restrooms for their patrons. At no time shall they share passcodes with their patrons.

Charter businesses shall be allowed to place one 18" x 24" placard at their slip. Placement shall be in such a manner as to not block access to the dock and shall be approved by the Harbormaster prior to installation. Wording and graphics shall be appropriate for all marina users and visitors.

B. Boat Bed and Breakfast

Boat Bed and Breakfast operating within the Alpena Marina shall be in compliance with all federal, state and local regulations including all current United States Coast Guard (USCG) regulations for operating a business for compensation. Annually, all Boat Bed and Breakfast shall complete the current application for operating a commercial business within the marina. Boat Bed and Breakfast shall provide the following:

- Completed Application
- Proof of Commercial operations approval by the USCG
- Copy of current Boat Bed and Breakfast rental agreement
- Current Proof of Insurance showing City of Alpena as additional insured

Vessel owners shall be responsible for patrons of their business while they are within the marina. Boat Bed and Breakfast owners shall have marina regulations and rules as part of the rental agreement.

At no time shall the vessel leave the dock with patrons onboard unless it is operated by a licensed captain who has their credentials on file with the marina. All vessels shall have a method of preventing patrons from operating the vessel while it is in their possession.

To ensure the safety of all users, Boat Bed and Breakfast occupying a slip within the marina shall utilize restroom pass cards for the boaters' restrooms for their patrons. At no time shall they share passcodes with their patrons.

Boat Bed and Breakfast shall be allowed to place one 18" x 24" placard at their slip. Placement shall be in such a manner as to not block access to the dock and shall be approved by the Harbormaster prior to installation. Wording and graphics shall be appropriate for all marina users and visitors.

Boat Bed and Breakfast slips shall be limited to two slips in the marina at any time. Boat Bed and Breakfast who operated in the marina the prior season shall have until March 31 to verify continuation of their business. Failure to do so shall result in the forfeiture of the allotted slot.

C. Sailing Schools

Sailing instructional organizations operating within the Alpena Marina shall be in compliance with all federal, state and local regulations including all current United States Coast Guard (USCG) regulations for operating a such a business. Annually, any organization

shall complete the current application for operating a commercial business within the marina. Sailing instructional organizations shall provide the following:

- Completed Application
- Copy of Sailing Instructors Certificate for any instructors operating in the marina
- Current Proof of Insurance showing City of Alpena as additional insured

Sailing organizations shall be allowed to place one 18” x 24” placard at their slip. Placement shall be in such a manner as to not block access to the dock and shall be approved by the Harbormaster prior to installation. Wording and graphics shall be appropriate for all marina users and visitors.

D. Other Commercial Businesses

Any organization operating for a financial compensation within the Alpena Marina shall be in compliance with all federal, state and local regulations including all current United States Coast Guard (USCG) regulations for operating such a business. Annually, any organization shall complete the current application for operating a commercial business within the marina. Organizations shall provide the following:

- Completed Application
- Current Proof of Insurance showing City of Alpena as additional insured
- Explanation of what business is being operated.

Upon review of the application, additional information, or proofs of compliance with regulatory agencies may be required to ensure that the business is in compliance with all regulatory requirements.

Organizations shall be allowed to place one 18” x 24” placard at their slip. Placement shall be in such a manner as to not block access to the dock and shall be approved by the Harbormaster prior to installation. Wording and graphics shall be appropriate for all marina users and visitors.

III. OTHER BUSINESSES UTILIZING MARINA FACILITIES

A. Commercial Businesses utilizing marina facilities.

For charters businesses who do not purchase a seasonal slip within the marina but use marina resources as part of their commercial business, may, upon completion of the application process above and payment of an annual \$100 fee, have access to swipe card access for their patrons to the boaters’ restrooms and boaters’ lounge.

IV. BUSINESSES NOT IN COMPLIANCE WITH POLICIES

A. Failure of vessel owner to comply with policies.

Any slip holder who fails to comply with the above policy shall immediately cease operations until all stipulations have been met and application has been approved. Failure to do so shall result in the forfeiture of slip and removal from marina.

B. Failure of Patrons to comply with marina rules and regulations.

If a patron of a business within the marina grounds fails to comply with marina rules and regulations, it shall be the responsibility of the vessel owner to address the concern with the patron. If need be, marina staff should be notified of any serious situations which affect the health and safety of the marina, marina grounds, marina equipment or environment.

City Manager