

HARBOR COMMISSION AGENDA
Meeting Monday, November 11th, 2019
Begins at 7 pm
At 315 Bridge St, 231-264-9274

1) CALL TO ORDER

2) APPROVAL OF MINUTES

- a. Harbor Commission Meeting held October 14th, 2019

3) REPORTS

- a. Staff – Harbormaster
- b. Council – Doug Bronkema
- c. Treasurer’s Report

4) CITIZENS COMMENTS

5) OLD BUSINESS

- a. Completed first Harbor 2020 budget work sheet for Village
- b. Continue working at Harbor throughout November
- c. Irrigation secured for the year and lawns have been winterized
- d. Winterized Harbor and buildings
- e. Events in the pavilion have concluded for the year
- f. Hired two employees through October to help with the raising of the docks
- g. Shutting down all non-essential items such as cable tv, water to docks, internet, etc
- h. Replaced multiple lights on the power pedestals that had burned out
- i. Removed all aids to navigation for the harbor and secured the light illumination for the range boards
- j. ERYC has submitted their 2020 pavilion schedule

6) NEW BUSINESS

- a. Received from Harbor Commission Chair changes and input on timeline, termination and Harbor rules, specifically deadline for refunding seasonal boat slip permit holders who do not wish to complete an entire season in assigned slip. Currently under review by Village Attorney.

- b. Turned in first Harbor 2020 budget work sheet and now adding additional line items with the Village Treasurer**
- c. 4 total staff on hand currently**
- d. Continuing to raise docks**
- e. Harbor is completely secured for the winter except for water in the bath house facility for staff to use**
- f. Selected to attend and participate in the Antrim Co. Emergency Service team exercise in November**

7) CORRESPONDENCE

- a. Harbor Commission Chair update to Seasonal Boat Permittee contract**

8) ADJOURNMENT

PUBLIC NOTICE ANNOUNCEMENT VILLAGE OF ELK RAPIDS NOTICE OF COMPLIANCE WITH ADA MEETINGS

The Village of Elk Rapids shall provide reasonable auxiliary aids and services, such as signers for the hearing impaired and individuals with disabilities at meetings/hearings upon five (5) days' notice to the Village. Individuals requiring auxiliary aids or services should contact the Village of Elk Rapids by writing or calling the following: William Cooper / PO Box 398, 315 Bridge St., Elk Rapids, MI 49629 / (231) 264-9274.

With seven days advance notice, accommodations can be made for persons with disabilities and/or limited English-speaking ability, and persons needing auxiliary aids or services of interpreters, signers, readers or large print.

DRAFT

HARBOR COMMISSION MINUTES:

October 14th, 2019

PRESENT: Fisher, Hansen, Bronkema, Wiltse, Blesma, Orschel, Berck

ABSENT: None

CALL TO ORDER: Meeting called to order at 7:00 P.M.

APPROVAL OF MINUTES:

- a. **Regular Harbor Commission meeting held September 9th, 2019:** Commissioner Berck motioned and Commissioner Hansen seconded to approve minutes from the regular meeting September 9th, 2019. All members present voting yes. Motion carried.

REPORTS:

- a. Harbormaster Mike Singleton reported no wake buoys have been decommissioned from Elk River and Veterans Beach. The Maintenance staff continues to raise docks due to current high water levels. Harbormaster reports that Army Corps forecast for Lake Michigan/Huron is 2" higher in October than it was in September. Harbormaster concerns with the high water are primarily with the fuel, sewage and conduit lines below the dock. Buildings, irrigation and docks are winterized, and the Veterans Park Bathrooms have been closed for the season. Department of Agriculture weights and measures inspected the Harbors fuel system and passed in accordance with state rules and regulations. More dock pins have been fabricated by ACE Welding for the remaining dock posts. Harbor staff anticipates continuing to work through the first week into November.
- b. **Council:** Report provided by Commissioner Bronkema
- c. **Treasurer:** Singleton provided up to date 2019-2020 revenue and expenditure report.

CITIZENS COMMENT: 0 citizen comment

OLD BUSINESS:

- a. Cleaning of public restrooms in the Village by Harbor staff was addressed with a motion made by Commissioner Blesma and second by Commissioner Hansen to stop cleaning public restrooms (Cedar St and Memorial Park) by Harbor Staff. Additionally, Harbor funds shall not be used to clean any public facility not associated with the Harbor in accordance with MDNR Waterways and Seasonal Boater contracts. Funds generated by the Harbor are to stay within the Harbor. All members of the Harbor Commission present voting yes. Motion carried.
- b. Harbor to continue exploring possibilities of the purchase of Elk River Marina.
- c. Establish the how the harbors capital fund is dispersed though the 407 and 794 general ledger line items.
- d. Scuba North dove at the Harbor and cleaned up around plastics and trash accumulated around the fuel dock, our launch ramp, the near shore and far shore docks, and main middle dock.
- e. Pest control and winterized the Harbor lawns and gardens.
- f. Held Saturday morning coffee with the Village council at the Pavilion
- g. Pavilion activities have been secured for the season.
- h. Updated the motor fuel retail outlet diesel tax for the quarter
- i. Renewed the 2020 underground storage tank registration through Michigan Licensing and Regulatory Affairs

NEW BUSINESS:

- a. Harbor Commission will consider at Novembers meeting a new deadline change to seasonal boater requirement to notify Harbormaster and Village Deputy Clerk of termination of slip for the season.
- b. Harbor Commission will review Harbormasters updated contract for Pavilion rental.
- c. First draft of the Harbors 2020 budget due to Assistant Village Manager on Tuesday October 22nd.
- d. Harbormaster updated Harbor Commission on the revenue for line item 407 (capital funds) and the 794 (Harbor Construction Breakwater funds).
- e. Updating MarinaPro reservation system for the 2020 season.
- f. Hired two additional maintenance employees to help raise all Harbor docks due to high water levels and ice

- g. Notified Harbor Commission that the Harbormaster will be procuring 4 additional bubblers and installing two 120-amp receptacles at the fuel/pump out dock for the winter season.**
- h. ERYC has submitted to the Harbormaster their upcoming dates for the 2020 pavilion rental.**
- i. Harbor has shut down non-essential items such as Wi-Fi, cable, water to docks, etc.**
- j. Harbor has scheduled to shut down and winterize fuel system on October 15th with RW Mercer**

CORRESPONDENCE:

- a. Update quote from Michigan Lake Products**

ADJOURNMENT: Meeting adjourned at 7:26 P.M.

**HARBORMASTER
MONTHLY ACTIVITIES REPORT
FOR THE MONTH ENDING OCTOBER 31ST, 2019**

- 1.** Regular September Harbor Commission Meeting was held Monday October 14th, 2019, 7:00 pm at the Village.
- 2.** Buoys removed at the Harbor entrance along with the two shore aids to navigation. Range boards have had the power secured to both.
- 3.** All docks lifted on near shore, all docks lifted on 3rd finger pier and most of second finger lifted. Will continue to raise docks as long as we can
- 4.** Ordered 4 new bubblers for the fuel dock
- 5.** Took apart the sewage pump and stored in dry, climate control location in the e-building
- 6.** Winterized intakes and water lines on the docks
- 7.** An additional 60 new dock pins fabricated by ACE welding received
- 8.** Received update rules from Harbor Commission Chair for the 2020 seasonal boater contract. Under review by the Village Attorney.
- 9.** Submitted first draft of the 2020 harbor budget
- 10.** Updated the clean marina contract with the Michigan Boaters Industries Association
- 11.** Secured all Wi-Fi and cable tv for harbor for the season
- 12.** Participated with Sea Grant and OSU team green infrastructure at the Harbor
- 13.** Selected to attend and participate in the Antrim Co. Emergency Service team exercise in November.
- 14.** Harbor closed for the season

**Village of Elk Rapids
Harbor Monthly Statistics**

	May Harbor Stats		June Harbor Stats		July Harbor Stats	
	Revenue	Number/ Gallons Sold	Revenue	Number/ Gallons Sold	Revenue	Number/ Gallons Sold
Gas	\$7,161.75	2596.214	\$20,454.02	9416.738	\$75,316.66	19,377
Diesel	\$2,486.69	710.688	\$7,345.69	3416.498	\$25,221.01	11,393
Transient	\$3,797.00	196	\$17,205.00	303	\$58,445.00	308
Waiting List	\$320.00	16	\$120.00	6	\$1,178.00	59
Daily Ramp Passes	\$462.00	66	\$1,141.00	163	\$2,549.00	364
Seasonal Ramp Passes	\$1,551.00	39	\$3,200.00	80	\$2,513.00	63
Upper Harbor Ramp	\$267.00	38	\$881.00	126	\$2,008.56	287

	August Harbor Stats		September Harbor Stats		10/30/2019 End of Year	
	Revenue	Number/ Gallons Sold	Revenue	Number/ Gallons Sold	Revenue	Number/ Gallons Sold
Gas	\$67,335.42	17,174	\$18,167.59	4,883	\$189,650.74	53,447
Diesel	\$24,661.81	7,707	\$4,105.55	1,192	\$64,788.64	24,419
Transient	\$55,623.00	352	\$12,855.00	76	\$151,438.00	1,235
Waiting List	\$600.00	30	\$280.00	14	\$2,658.00	125
Daily Ramp Passes	\$1,451.00	207	\$558.00	80	\$6,294.00	880
Seasonal Ramp Passes	\$240.00	6	\$0.00	0	\$7,504.00	188
Upper Harbor Ramp	\$1,346.00	192	\$520.00	74	\$5,204.81	717

Edward C. Grace Memorial Harbor Pavilion Agreement

Style Definition: Heading 1

Edward C. Grace Memorial Harbor enjoys the distinction of being one of the finest Harbors on Lake Michigan located in the Northwest Region of the State of Michigan. We welcome groups who will be considerate and cooperative of the Harbor's policies.

To achieve a basic understanding between Tenant and Harbormaster, this Rules and Regulation Policy have been created for easy reference. The responsibilities of each are clearly outlined in the following rules, most of which are based on state, county or local laws (ordinances) and enforced by them accordingly. Upon reading these rules and mutually agreeing to abide by them, both Harbormaster and Tenant will sign the accompanying agreement form.

Pavilion Use

The Pavilion will be open May 15th - October 15th.

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Private Use

The Pavilion will be available for private use to renters on a first come, first serve basis from May 15th to June 14th, and from September 5th to October 15th subject to the Pavilion policies, rules and regulations regarding use.

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Application

Confirmation of private use shall be secured through an application with a security/cleaning deposit of \$250 by the Harbormaster. Confirmation of applications will be approved/disapproved by the Harbormaster. If cancellation is necessary, the security deposit may be refunded if the cancellation is made at least 72 hours prior to the beginning of the event.

Rules, Regulations & Management Policy

The Pavilion is owned by the Village of Elk Rapids and operated by the Harbor and is for the use of the Harbor, their families guests, and other renters. ~~with appropriate deposit deter.~~ It is understood that ALL guests, slip holders, and non-slip holders must submit an application for approval of use. The use of such equipment and facilities is at the expense risk of the user who will be held responsible for all damages and breakage resulting from misuse and abuse.

To ensure proper use of both the rented premises and the entire building, renters agree to comply with the following Rules & Regulations. These Rules & Regulations are part of the Renters' Lease. Unless otherwise stated, the word "Building" means the Edward C. Grace Memorial Harbor Pavilion and the surrounding premises.

Edward C. Grace Memorial Harbor Pavilion Agreement

- Maximum capacity shall not exceed 140 people
- No smoking, e-cigarettes, vape, marijuana or smokeless tobacco allowed
- Shoes and proper attire must be worn in the Pavilion at all times
- No soliciting or peddling by private or commercial enterprise is permitted
- The Pavilion is available for private rental. Regular, consecutive bookings shall be restricted to groups totally comprised of seasonal and transient boaters. **ALL** parties must complete a reservation form and pay, in advance, a security/cleaning deposit of \$250.00 to hold the reservation date. The hourly fee is \$100.00. Renters reserving the building in the evening (past 6pm) will be charged a fee of \$250.00 per hour. The security/cleaning deposit will be refunded if the Pavilion is cleaned and left in the same condition that it is received. All tenants shall be responsible for any and all damages to the facilities. Pavilion must be cleaned and vacated by 12:00 am midnight.
- Activities must remain within the area reserved by the tenant. Violation of this rule will be sufficient grounds for the Harbormaster to withhold the full cash deposit.
- Any and all tenants who reserves banquet facilities and permits the serving and consumption of alcoholic beverages at the event, does so at his/her own risk and must provide proper insurance coverage of no less than \$500,000.00. The insurance shall include the Village of Elk Rapids as an insured party. Verification shall be provided 1 week prior to the rental date.
- No gambling activities are sanctioned except those permitted by law, and restricted to non-profit service organizations properly licensed by state or local authorities
- Harbor nor the Harbormaster will not be responsible for items left in the Pavilion.
- Gas grills on the Pavilion premises during non-private use is permitted.
- Renters (1) will use the premises for the purpose(s) set forth in their application (including not to exceed the number of invitees) only, (2) will not conduct any business in or from the premises, (3) will obey all laws, ordinances, and health regulations, (4) and will do nothing that may injure the reputation or condition of the building.

Edward C. Grace Memorial Harbor Pavilion Agreement

- Renters will not use or have present hazardous material during the use of the Pavilion.
- Renters shall respect the rights of all others, including Harbor slip holders, to peace and quiet and will not disturb any of them unreasonably by shouting or other loud use of their voices, with noise, music, radios, televisions, odor, or in any other way. All abusive, disorderly, violent or harassing conduct by a renter or invitees including but not limited to abusive and/or foul language, sexually explicit comments or gestures toward renters, occupants, or Harbor personnel is prohibited and is grounds for immediate termination of rental. Stereos must be turned off between the hours of 10:00 pm and 8:00am. Nudity is prohibited. Likewise, vandalism of any kind by a renter on or to the Pavilion is prohibited. The use of any type or class of fireworks is prohibited.
- Renters will not operate any breaker controls relating to the building's utility services.
- Renters will not obstruct entrances, public areas, exits, driveways, parking areas, walks, or fire escapes.
- Renters may only decorate the tables. Use of tape, glue, nails, or screws is not permitted.
- No open flames inside or outside of the Pavilion (i.e. candles, torches, fires, etc.)
- Animals are not allowed inside at any time, under any circumstances, except for legally authorized service pets.
- No furnishings may be taken from the premises outside or otherwise.
- Bikes, rollerblades, and skateboards are not allowed in the building.
- Renters will act reasonably to conserve the water and energy, and will report running toilets, faucets, etc. to Harbormaster for service.
- Renters will use toilets and sinks only for their primary purpose and will never use them to dispose of sweepings, rubbish, rags, garbage, sanitary napkins, or other items likely to clog them. Renters are liable for any expense if it incurs for repairing damage (including unclogging toilets and drains) caused by the renters, their guests, or invitees.

Edward C. Grace Memorial Harbor Pavilion Agreement

- Parking for the Pavilion is limited to the Cedar Street Parking Lot ONLY (across from the Public Restrooms) unless prior arrangements have been made and approved by the Harbormaster. Limited handicap parking is available at the Harbor (see Harbormaster).
- Trash and garbage shall be placed in the trash and recycle containers provided by the Harbor.
- Renters shall not display any signs, flags, pennants, placards, advertisements, notices, pictures, ornaments, stickers, handbills, or other lettering so as to be visible on the outside of the building or premises.
- No tents with steaks shall be driven into the grounds
- Renters will never go on the roof of the building for any reason.
- Renters are responsible for the behavior of all of their guests, visitors, and invitees. Such persons may not break Renter's Lease or these Rules & Regulations. Renters are responsible to pay for any damages or clean-up resulting from the conduct of their guests, visitors and invitees.
- Possessing, using, or storing lethal weapons anywhere in the building is strictly prohibited. Lethal weapon is defined as any deadly weapon which, from the manner used, is calculated or likely to produce death or serious bodily injury. This includes, but is not limited to: all firearms, hunting knives, switchblades, bows & arrows, machetes, or other knives.
- Police intervention due to renters or their invitees' conduct shall be just cause for immediate termination.

Edward C. Grace Memorial Harbor Pavilion Agreement

Renters are strictly liable to reimburse the Village of Elk Rapids for repair of any damage caused by violation of any of these Rules by Renters or by their guests.

I, the undersigned, being an adult, state that I have received these Rules and Regulations, that I have had a chance to read them, and that I understand them. I understand that these Rules and Regulations are part of the Lease, and I agree to comply fully with all of the requirements of the Lease, including these Rules and Regulations.

RENTER

DATE

RENTER _____
ADDRESS _____

TELEPHONE _____
EMAIL _____

DATE _____ OF _____ EVENT

TIME OF _____ EVENT

TYPE OF
EVENT _____

APPROX. ## OF _____ GUESTS

SPECIAL REQUESTS _____

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ALWARD FISHER RICE
ROWE & GRAF

ATTORNEYS AT LAW

202 E. STATE STREET, SUITE 100
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October 29, 2019

Harbormaster
Mike Singleton
harbormaster@elkrapids.org

Re: 2020 boat slip agreement

Dear Mike:

Please consider the following changes to the Seasonal Boat Slip Permit Agreement, as follows:

- Paragraph 11- TERMINATION BY PERMITTEE. The PERMITTEE may terminate this Permit by providing written notice or email notice to the Harbormaster not later than June 1, at 5:00 p.m. If no written or email notice is given by the stated deadline of June 1 at 5:00 p.m., THERE WILL BE NO REFUND. Further, the PERMITTEE shall cause the vessel to be removed from the slip, or have made arrangements for transient status with the Harbormaster, by the same deadline, in order to be entitled to a refund of Fifty (50%) percent.
- Paragraph 12- omit. Note, that will then change the numbering of the remaining paragraphs.
- Paragraph 10- TERMINATION BY THE VILLAGE. The VILLAGE shall have the right to terminate this Permit for just cause by giving notice in writing or by email, to the PERMITTEE. Just cause shall include but not be limited to, the PERMITTEE'S violation of any of the terms and conditions of this Permit or violations of the Edward C. Grace Memorial Harbor rules and Regulations incorporated herein, or such other reasonable Rules and regulations as the VILLAGE may publish, post and/or distribute from time to time. No refund shall be made for just cause termination.

ALWARD FISHER RICE ROWE & GRAF, PLC
ATTORNEYS AT LAW

October 29, 2019

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Written notice shall be deemed satisfied by either hand delivery of the Notice to the PERMITTEE by the Harbormaster; by first class mail to the address of PERMITTEE noted on the Contract; or by email to the email address noted on the Contract.

In the event PERMITTEE disagrees with the termination for cause, PERMITTEE may demand a hearing regarding the termination within forty-eight (48) hours of deemed receipt of the termination notice, and submit to the Harbormaster's office a written or email request for a hearing setting forth the PERMITTEE'S specific reasons why the termination of the Permit is not justified.

Upon receipt of a written or emailed request for hearing, the Harbormaster will advise VILLAGE officials and a hearing will be scheduled at the Village Offices before a 3-member panel composed of the Village Manager (or the Village Clerk in the Manager's absence), the chairman of the Harbor Commission (or any Commission member in the Chairman's absence appointed by the Chairman), and an available boat slip permittee chosen at random by the Chairman of the Harbor Commission. Every effort will be made to schedule the hearing within three (3) days of the receipt of the written request, or email request, but in no event shall be more than seven (7) days from receipt of said demand.

At the hearing, the Harbormaster (or his/her designee) will present the reasons for the termination together with his/her observations. All relevant evidence, including hearsay, may be received and considered by the panel. Each party may, if they choose, present witnesses and written statements. All the terms of the PERMITTEE'S permit as well as all posted or distributed Harbor rules or regulations are to be considered in evidence and the panel shall consider the same. The hearing will not be recorded, except the panel may use electronic recording equipment without a reporter if it chooses, and the standard of proof shall be by a preponderance of the evidence. At the conclusion of the hearing, the panel shall render a written decision either upholding or reversing the notice to terminate.

If the decision is to uphold the termination, the PERMITTEE shall cause the vessel to be removed from the slip within 48 hours after the written decision is provided as noted herein. If the PERMITTEE fails to remove the vessel and equipment thereon within the 48-hour period, the Village/Harbormaster shall have the option of a) charging the PERMITTEE twice the daily rent for the space occupied, or b) pursuing any or all other remedies available under the law.

ALWARD FISHER RICE ROWE & GRAF, PLC
ATTORNEYS AT LAW

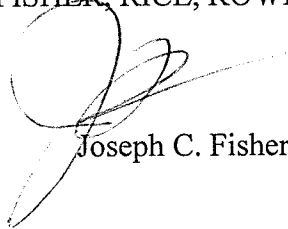
October 29, 2019

Page 3

Currently, the bottom of the Contract refers to the Boat Slip Permit Agreement. I suggest it say Boat Slip Permit Agreement enclosed, and the Edward C. Grace Harbor – at the very top of the Contract, put Boat Owner Information in place of Name/Winter Address.

Very truly yours,

ALWARD, FISHER, RICE, ROWE & GRAF, P.L.C.

A handwritten signature in black ink, appearing to read 'Joseph C. Fisher', is written over the typed name. The signature is stylized with a large initial 'J' and a long horizontal stroke.

Joseph C. Fisher

JCF/aar