

City of Grosse Pointe Park Windmill Pointe Park Marina

City Council's – Statement of Policy

The City Council of Grosse Pointe Park has established the following policy under which the Windmill Pointe Park Marina shall operate:

- A. Most park facilities such as swimming, picnic grounds and sports areas are readily usable by all residents. The general facilities usable by all the residents have priority and boating activities must be conducted in such a way as not to interfere with or detract from these general facilities.
- B. While the City has appropriated tax funds for marina purposes, and it may appropriate additional tax funds therefore in the future, this is with the expectation that the marina operation will be self-liquidating and tax monies spent thereon will be recovered in full from those making use of the marina.
- C. All residents should have an equal opportunity to have a boat well in the marina for a boat owned by them. To insure such an opportunity, wells shall be assigned to persons on a waiting list maintained for that purpose.- After a person on the waiting list has been assigned a well for a season, he shall be entitled to a renewal assignment. Assignments and renewals shall be subject to specific procedures prescribed by the City Manager.
- D. Boat wells shall be used in accordance with the rules and regulations as prescribed by the City Manager. Violation of any such rules, the occupancy will be immediately terminated without refund of fees paid.
- E. Charges for the season shall be determined from time to time by the City Council. For regular permits issued after the beginning of the season, the charge shall be a pro rata part of the full season charge. The charges for temporary occupancy under transient contract agreement shall be determined by the City Manager or his designee.

City Manager's Rules and Regulations

- 1. Contract Agreements and charges for boat wells
 - 1.1 No boat well may be occupied without:
 - a. A completed boat well contract agreement form
 - b. A copy of a current and validated (by the Secretary of State) registration and proof of insurance.
 - c. \$200.00 nonrefundable deposit due by November 1 and payment in full by March 15. If payment is not received by the due date, a 10% late fee will be applied.
 - d. Non-payment by April 1 will result in well cancellation.
 - e. Boat owners agree to abide by the rules and to indemnify the City against any claim.
 - f. All boats must fit properly in the well provided.

- 1.2 Contract agreements will be issued only to person(s) whose principal place of abode is in Grosse Pointe Park. If the holder of a regular contract agreement ceases to be a resident, such person must notify the Park Supervisor and the contract agreement automatically terminates.
- 1.3 A transient contract agreement may be issued by the Park Supervisor whenever there is space available. A nonrefundable payment is due in advance for the well. A transient well is issued on a day-to-day basis with a maximum of 3 consecutive days.
- 1.4 The Park Supervisor may modify any well assignment to accommodate any unforeseen or unused circumstances.
- 1.5 If the primary owner transfers his or her ownership, in whole or in part, the contract agreement terminates.
- 1.6 **Well holder is prohibited from subletting, leasing, or offering temporary use of boat well.**
- 1.7 **No boat will be assigned mooring space at the Windmill Pointe Park Marina which is registered in the name of a corporation or a business.**
- 1.8 If the applicant is under age 18, the application must be endorsed by a parent or legal guardian of the applicant, and such parent or legal guardian must also be a resident of the City. Every such endorsement shall be renewed at the beginning of each season for which a contract agreement is issued. The person endorsing the application be responsible for the conduct of the applicant and all persons visiting or occupying his boat.
- 1.9 No application may be made by persons under age 16 nor by anyone who, within the preceding twelve months, has had a contract agreement revoked for a material violation of these rules or who, within the preceding six months, has had a contract agreement terminated for an unsatisfactory relationship.
- 1.10 The City may, in its sole discretion, limit or forbid owner access to his/her boat for safety or security reasons, including, but not limited to for reasons related to high water levels. Owners agree to abide by and follow such City directives, instructions, or rules as they may be promulgated based on conditions at the marina.

2. WAITLIST

- 2.1 Applications for regular contract agreements shall be placed on a waiting list in order in which they are received. A \$10.00 fee will be charged to any new applicant as of

January 1, 1999 in order to maintain mailing costs and control the overall size of the waitlist. The waitlist is a public record open to inspection during office hours.

- 2.2 Boat wells shall be assigned to persons standing first on the waitlist for a well of the size available to accommodate the boat.
- 2.3 If a regular contract agreement is offered to an applicant between November 1 and the 3rd Friday of March, and the assigned space is reasonably suited to the boat, the applicant has 5 days to either accept the well or go to the bottom of the waitlist. If the assigned space is not suited to the size of the boat, or if the offer is made after March 31, the applicant may elect to be passed over and to keep his place on the waitlist.
- 2.4 Only one listing on the waitlist will be allowed per household.
- 2.5 Contract agreement holders wishing to change the size of the well, they were assigned, may make another application to be placed on the waitlist. However, the contract agreement holder will be allowed to retain his or her original well assignment, with their assigned boat until a well becomes available which will suit another larger or smaller boat.
- 2.6 A LATERAL CHANGE LIST is available to well holders. To be included on this list, well holder must submit in writing (e-mail is acceptable).

3. RENEWAL OF CONTRACT AGREEMENTS

- 3.1 The preceding year boat well holders (not temporary holders) have the privilege of renewal only if the following are met and turned in:
 1. Boat well contract agreement form (filled out completely) .
 2. A copy of current and validated (by the Secretary of State) registration and proof of insurance.
 3. \$200.00 nonrefundable deposit due by November 1.
 4. Payment in full by March 15.

After the holders who are entitled to renewal of their contract agreement have been assigned their respective boat wells, all remaining boat wells shall be assigned to applicants first on the waitlist for a well of suitable size.

- 3.2 If there are not sufficient boat wells to fill applications, these applications shall remain on file and retain their priority for any boat well available thereafter.
- 3.3 The rules in this section are intended to combine the objectives of (1) reasonable opportunity to those who do not hold contract agreements, and (2) that the City Council

or the City Manager may at any time amend these renewal rules in any manner deemed appropriate for the attainment of these objectives.

4. HARBOR RULES

- 4.1 The Park Supervisor or his/her designees, is the Harbormaster of the marina. All boats in the marina shall be handled, and all contract agreement holders and guests shall act in accordance with such directions as the Harbormaster may give. The Harbormaster is responsible to the City Manager.
- 4.2 The marina contract agreement holder and his family are required to exhibit their regular park pass at the park gate for admittance to the marina and other park facilities. The contract agreement holder is held responsible for the conduct of his guests. Guests include all persons using, visiting, or occupying a boat with the express or implied consent of the contract agreement holder. **Minors are not allowed on boats after 11:00 p.m. unless accompanied by the contract holder.**
- 4.3 Guests who are not residents of Grosse Pointe Park may be admitted to the park, where the contract agreement holder has made prior arrangements, (submitting a Grosse Pointe Park Marina guest list), for the purpose of going directly to the marina only. A boat guest is not entitled to participate in any other park activities unless accompanied as a regular guest admitted with your park pass.
- 4.4 Boats shall be maintained in a safe and seaworthy condition and equipped in accordance with Coast Guard regulations. They shall be moored and secured in a manner which is satisfactory to the Harbormaster, and which will avoid fouling or collision, and when entering and leaving the harbor, they shall be operated in a safe and seamanlike manner. Sailboats are required to motor in and out of the harbor. **Due to lack of use and/or maintenance, boat owner will be informed that they have 5 days to comply with cleaning up the appearance of their boat. After 5 days of noncompliance, we will charge the well holder a fee for a cleaning service. Sailing or refueling in the Harbor is strictly prohibited.**
- 4.5 Dogs are not permitted in the park. Boat owners wishing to bring their dog to their boat may do so providing the dog is on a leash and kept on board for the entire time.
- 4.6 There shall be no living aboard boats in the marina.
- 4.7 The waters of the marina shall not be fouled in any way. Toilet facilities shall be equipped with holding tanks and must be in compliance with all the laws of the State of Michigan. No garbage, oil, sludge, refuse matter, sewage or waste material of any kind shall be thrown, deposited, or permitted to fall in the water or upon the piers, docks, or

shore areas of the marina. Siphoning of bilge water using the municipal water supply is permitted ONLY in case of an emergency. At all times, when siphoning of bilge water is in use, the boat owner must be in attendance.

- 4.8 **As of July 2009, we will allow a small personal watercraft and/or a dinghy, ALONG with your boat in the marina. However, the following rules are STRICTLY ENFORCED. (1) The watercraft and/or dinghy MUST be contained within the well, alongside your boat. It cannot go beyond the pilings or obstruct any other boat from getting in and out of his/her well or down the main waterway. (2) You MUST also turn in a valid Michigan Watercraft Registration for the personal watercraft and/or dinghy.**
- 4.9 The marina shall not be used for any commercial purpose. There will not be any taking on or discharging of passengers for hire or any freight carrying of any kind. Signs or displays are permissible with the approval of the Harbormaster. The boat for which the contract agreement is issued shall be used for strictly private recreational purposes and not for profit and such boats shall not be rented out or chartered, **nor in any other way used by others for a consideration.**
- 4.10 The contract agreement holder shall not alter or repair the docks or pilings in any way, however, they shall notify the Park Supervisor of any observed deficiencies in the docks or pilings. Dock boxes will be allowed providing the following requirements are strictly adhered to: Must be approved as to location and type by the Park Supervisor building and grounds. Must not be located upon the deck but suspended in the well. Must have adequate space for placement. Must be uniform in color and size being white and of fiberglass, aluminum, or steel construction. Size should not be larger than 3' x 4' x 3'.
- 4.11 In order to keep a unified look in the marina, well holders will be asked to use only white PVC piping to cover their pilings or rub rails.
- 4.12 **Weed Control:** The city shall make every effort to mechanically harvest and remove the invasive and noninvasive aquatic plants from the main channels, pump out area and harbor entrance as needed. Chemical treatments may also be applied to assist in growth control. Weed cutting can only be performed within a safe and prudent distance from moored vessels. Well holders or their representative who may wish to remove aquatic plants from the immediate rear or around their vessel may request the use of a manual weed cutter from the Harbormaster. The protective covers for the manual cutter must be in place when returned to the Harbormaster. The Parks and Recreation maintenance department shall attempt to remove cut weeds and other debris in the harbor as needed and staff availability allows.
- 4.13 Owner shall indemnify and hold harmless the City from and against any claims, demands, or causes of action that arise from or relate to owner's use of the marina, including, without limitation, indemnifying the City from any claims, demands, or causes

of actions related to any City order or request to close the Marina for safety or security reasons.

- 4.14 Cooking shall be confined to the galley. Exterior portable gas/charcoal grills are prohibited on board or on the docks or walkways. No open fires are allowed.
- 4.15 Carts are available for transporting items to and from boats. Carts are not to be left on the dock or in the picnic areas and they must be returned immediately to the designated area by the Gate House.
- 4.16 Proper mooring lines must be provided by each boater for their mooring space. Synthetic line may be used. It is the boat owner's responsibility to use appropriate size mooring lines. Frayed or damaged mooring lines must be replaced with new lines when determined by Grosse Pointe Park staff to be a safety problem. Notwithstanding the foregoing, each boater is solely responsible for the safe use of all mooring lines and other safety equipment and safety measures.

5. GENERAL PROVISIONS

- 5.1 Matters relating to applications, contract agreements, assignments of boat wells, waitlist, payment of fees, etc. are handled by the Department of Parks and Recreation located at Windmill Pointe Park. Mailing address is:

City of Grosse Pointe Park
15115 E. Jefferson
Grosse Pointe Park, Michigan 48230
ATTENTION: MARINA

Applicants and contract agreement holders shall file with the Parks and Recreation Office a written notice of any change of address or telephone number.

- 5.2 The boating season shall begin April 15 and end November 15. Boats shall not be brought to the marina earlier nor kept later than the dates specified. During the boating season, the hours shall be 7:00 a.m. to 11:00 p.m. as set by the City Council. No person shall be allowed into the Park before 7:00 a.m. or after 11:00 p.m.
- 5.3 The City may at any time order one or more boat wells temporarily cleared when required for any public works, special events or other unusual circumstances. The City will ~~try~~ attempt to provide other mooring space in the marina.
- 5.4 **Contract agreement holders will be required to utilize their boat well assignment and have vessel in place no later than June 1 of each year. Failure to occupy the boat well may result in termination and the well will be reassigned from the existing waitlist. In case of major boat repairs, acquisition of a boat or replacement, or illness, the deadline may be extended to July 1. This must be done with a written explanation**

approved by the Parks Supervisor. Any delay after July 1 due to unforeseen circumstances must also be submitted in writing and approved by the Park Supervisor and Parks & Recreation Director.

- 5.5 The issuance of a contract agreement and the payment of fees in advance shall not create the contract agreement holder any vested right or contractual relationship not terminable at the will of the City. The City may at any time, when it considers the same desirable for the convenience of the City, terminate all or any one or more contract agreements (and in any such case the contract agreement holder shall have the right to go to the head of the waitlist); the City may terminate any particular contract agreement at any time if the City determines that the relationship with the contract agreement holder is not satisfactory; in such termination under this section the City shall refund to the contract agreement holder a pro rata portion of the contract agreement fee and the City shall, where practical, give one week's notice of termination. A contract agreement may be revoked by the City on 24-hour notice and without refund in any case of material violation of any rules or regulations relating to the marina. A contract agreement shall automatically terminate without refund where the contract agreement holder ceases to own the boat covered by the contract agreement.
- 5.6 Nominee ownership, applications by secret representatives, fictitious transfers or any other artifice or device to evade these rules shall not be tolerated. The Parks Supervisor shall remove names from the waitlist, withhold the issuance of contract agreements or revoke issued contract agreements in any case where necessary to preserve the integrity of these rules.
- 5.7 These rules and regulations may be amended or supplemented at any time by the City Manager or Parks Supervisor and such amendment or supplement shall be effective upon its posting at the City Hall and in three places in the marina area.
- 5.8 Sections 17-30 (a) and (b) and 17-34 to 17-38, inclusive, of the Grosse Pointe Park City Code, are a part of these rules.
6. WATER SERVICE
- 6.1 Water service to the boat wells may be discontinued prior to November 15 due to weather conditions.
7. ELECTRICAL SERVICE
- 7.1 All well holders will obtain and strictly use a marine grade, twist lock electrical cord. Well holder is responsible for obtaining an adapter if necessary.