

To: Elmwood Township Board

From: Dan Jenuwine, Harbor Master

The attached packet contains a great deal of information, and I apologize in advance for the number of items that need your review and input.

The package contains the following:

- 1) Proposed Rate Increases for all Marina Fees for 2025 Except Daily and Seasonal Launch Fees**
- 2) Expense Approval Request for Electrical Work by Windemuller**
- 3) Expense Approval Request for Painting of Parking Bumpers**
- 4) Expense Approval Request for Additional Winter Storage**
- 5) Revisit of Expense Approval Request for Electronic Door Locks**
- 6) Additional Comments**
 - a. Waitlist Historical Information**
 - b. Fishing Tournament Approval Request**
 - c. Boaters Day Room Rental Proposal**
 - d. Marina Store Proposal**
 - e. Fish Remains Disposal Discussion and Plan**
 - f. Marijuana Use Policy**
 - g. Review and Approval of New Slip/Buoy Annual Rental Agreement**
 - h. Review and Approval of New Winter / Dry Storage Agreement**
 - i. Review and Approval of New Extended Stay Summer Storage Agreement**
 - j. Dock Fire Suppression Status**
 - k. Dock Fans and Bubbles Switch Access**
 - l. DNR Harbor Meeting – Transient Slip Cancellation Proposal**
 - m. Internet Service Update**
 - n. Slip Holder Survey Results**
 - o. Long Term Planning Meeting Request**

Please review this information prior to our meeting as I will be prepared to present and answer any questions that you have.

Thank You for Your Time and Consideration,

Dan Jenuwine

Harbor Masters Report

August 13, 2024

Proposed 2025 Rate Increases for Approval at August Meeting

Slip and Buoy Rental Rate

- 1) Recommended Slip Pricing for 2025 Season as shown below used 4.8% as an adjusted Inflationary Increase. While actual published inflation rates for 2024 range from 3.0 to 3.4% for Michigan, this proposed increase of **4.8%** will partially offset costs of new and additional amenities being offered to Slip Holders in 2025.
- 2) I also recommend doing away with the Cash Discount and establishing a single rate. As example, when you give the cash discount you are in essence giving back the increases that you are taking. The vast majority of customers take advantage of the lower rate and pay by check or cash.

| Size Slip | 2024 Pricing Credit Card | Proposed 2025 Pricing +4.8% | 2024 Pricing Cash or Check | Proposed 2025 Cash or Check +4.8% |
|-----------------|-----------------------------|-----------------------------------|-------------------------------|---|
| 30 Foot | \$3525.00 | \$3695.00 | \$3422.00 | \$3586.00 |
| 35 Foot | \$4040.00 | \$4235.00 | \$3922.00 | \$4110.00 |
| 38 Foot | \$4465.00 | \$4680.00 | \$4335.00 | \$4543.00 |
| 40 Foot | \$4700.00 | \$4925.00 | \$4563.00 | \$4782.00 |
| Inside Mooring | \$1213.00 | \$1272.00 | \$1178.00 | \$1234.00 |
| Outside Mooring | \$1000.00 | \$1048.00 | \$971.00 | \$1017.00 |

The chart below represents the actual inflationary increase at 3.4% and generates nothing to create revenue to cover the costs of new amenities offered with the new facility.

| Size Slip | 2024 Pricing Credit Card | Proposed 2025 Pricing +3.4% | 2024 Pricing Cash or Check | Proposed 2025 Cash or Check +3.4% |
|-----------------|-----------------------------|-----------------------------------|-------------------------------|---|
| 30 Foot | \$3525.00 | \$3645.00 | \$3422.00 | \$3586.00 |
| 35 Foot | \$4040.00 | \$4177.00 | \$3922.00 | \$4110.00 |
| 38 Foot | \$4465.00 | \$4617.00 | \$4335.00 | \$4528.00 |
| 40 Foot | \$4700.00 | \$4860.00 | \$4563.00 | \$4782.00 |
| Inside Mooring | \$1213.00 | \$1254.00 | \$1178.00 | \$1234.00 |
| Outside Mooring | \$1000.00 | \$1034.00 | \$971.00 | \$1017.00 |

| Boat Size | Elmwood Seasonal Slip Rates | Clinch Seasonal Slip Rates: |
|-----------|-----------------------------|-----------------------------|
| 24' | \$3422 | \$2640 |
| 30' | \$3422 | \$3300 |
| 35' | \$3922 | \$3850 |

40'

\$4563

\$4620

NORTH WALL RENTAL RATE

- 1) Currently the North Wall Rate is FREE for the first 2 hours and then \$20 per hour for 2 hours and then after that, the Standard Transient Rates apply.
- 2) For 2025, I am proposing the first hour FREE and then \$25 per hour for a Max of 3 additional hours.

COMMERCIAL OPERATORS RATE

There are currently two kinds of for-profit Commercial Operators doing business out of Elmwood Marina. These include Charter Fishermen who Touch-and-Go to load clients, and those Charter Fisherman who actually launch at our ramps. There are also Island Excursions, Sailing Training, Tug Boating Training, etc.

Current charge for Commercial operators is \$300.00 per season. This fee has been met with resistance given the frequency of use variance. I have spoken to many of these commercial operators for their input and, as a result, I propose the following...

Part Time Commercial User Rate

Operator can pay per launch, per trip, or per customer pick-up and pay at the time of use at a rate of \$40.00 per occurrence.

Alternatively, they can sign the commercial logbook at the Marina Office each time you use the Marina and be billed on or about July 1 and November 1 each year at a rate of \$40.00 for each use.

Part Time user's customers must park at the Brewery Creek parking lot. There will be no charge for this parking. Parking at the Marina will be allowed for early morning charter fishermen, provided they return by 11:00 am. Monday thru Friday. Saturday and Sunday their customers must park at Brewery Creek lot. They will be informed that parking in spaces designated for trailers is prohibited and violators will be towed. They will also be told that parking at Greilickville Park for non-park users is no longer allowed.

Full Time Commercial User Rate

Operator has the option to purchase an Annual Commercial Pass for \$500.00. This pass allows unlimited use for launching or touch-and-go operations at the North Wall or Marina Launch Ramp.

The pass includes three permanent parking passes for their customers. It will be the captain's responsibility to retrieve the passes from their customers after each trip. Parking

at the Marina will be allowed for early morning charter fishermen, provided they return by 11:00 am. If returning later, customers must park at the Brewery Creek Lot.

Transient Daily Mooring Fee Rate

Was \$25 in 2024.... Increase to \$35 in 2025

Crane Haul Out or Launch

Was \$50 in 2023/2024

Increase to \$60.00 for 2024/2025 (Will be included in Winter Storage Contract)

Mast Stepping or Removal Rate

Was \$30 for 2023/2024

Increase to \$40.00 for 2024/2025 (Will be included in Winter Storage Contract)

Marina Lot Winter Storage Rate

Currently the marina charges \$2.00 per square foot for storage on Marina property. We do not offer any services other than space to store your vessel. I have compiled a Winter Storage Competitive Analysis for your review. **SEE EXHIBIT A**

Propose Increase to \$2.25 per sq ft for 2024/2025

Daily and Seasonal Launch Fees – To Be Reviewed at end of 2024 Season

Daily and Seasonal Launch Fees were increased in 2023 from \$10 to the current rates as shown below.

| <u># of Axles</u> | <u>Daily Fee</u> | <u>Seasonal Fee</u> |
|-------------------|------------------|---------------------|
| 1 Axle | \$15.00 | \$110.00 |
| 2 Axle | \$20.00 | \$150.00 |
| 3 Axle | \$25.00 | \$180.00 |

Seasonal Launch Fee Update

- The marina had sold 282 Season Passes as of July 28th. 2024
- The marina sold 341 Season Passes by the same date in 2023
- The marina sold 382 by the same date in 2022(Covid Bump).
- In 2023 the Season pass fee was reduced on August 15th by 50%.
- To boost sales, on Sunday July 28 the decision was made to reduce the Season Pass to \$75 across the board for the remainder of the 2024

Boating Season. Between July 28th when we lowered the rate and August 5th the Marina sold 25 Seasonal passes. In 2023 between Aug 1 and Aug 15th there were 13 Seasonal Passes sold.

- The NWMI Fishing Club has posted on their website the discounted Seasonal Pass rate to their members.

Daily Launch Fee Update

- In 2024 we have sold 1186 daily launch tickets as of 8/8
- In 2023 we sold 1541 daily launch tickets as 8/8

All of the above information has been shared with you to keep you abreast of Marina sales. Once final 2024 numbers are in, we may wish to revisit the pricing of the launch fees. I am new to the game, but in my opinion and based on the constant complaints from boaters, the pricing decision that was made to raise the rates and calculate it by axle was a mistake. I have done a survey of other local marinas to review their launch fees along with their other fees to make you aware of the competitive landscape. **See Exhibit B**

Overnight Parking Rate

Currently the sale of a Launch allows an individual to launch and pull out their boat on the same day. If a person launches on one day and pulls out the next, (spends the night on the water) they are required to pay a second fee. This policy has been met with more opposition than anything we do. It is my recommendation to change the wording on the launch pass to read, "24 hour In and Out Launch Pass" and this would include parking for 1 night. Then if a person returns past that 24 hour window or spends multiple nights on the water, they would be required to pay an overnight parking fee equal to the Launch fee for each night they are on the water,

Current Fee is by Axle - \$15, \$20, & \$25

Proposed for 2025 is a flat fee of \$15.00 for any extra nights

Transient Fees

The State of Michigan sets the Transient Fees for 10 different Rate Categories from A through J with each category having a higher rate as you go up the scale. Each Marina can choose which rate category they want for which days each year. On **Exhibit C** you will see that Elmwood currently has chosen Category H ONLY to run all season from May 1 through Oct 30th for 2024. On the other hand, our closest competitor Clinch has chosen different rates for different time periods throughout the year. For example, on the “shoulder months” of May and Sept/Oct the rates they have chosen are half of what Elmwood is charging. During Cherry Fest they were \$12 per night higher than Elmwood by raising their rates to category J. I don’t know why Elmwood has chosen to have a single rate for the entire year, but again I believe it is important to be competitive. No one is going to pay double the rate at a Marina that is right next door to one charging ½ the rate.

Recommendation for 2025

It is my recommendation to match the competition during the shoulder months as we have nothing to lose and everything to gain. With the Salmon season, you could even beat the competition and go lower during the month of September as our occupancy rate for last year was only 40%.

SEE EXHIBIT C FOR DETAILS AND RECOMMENDED RATES FOR 2025

FEE BASED FISH CLEANING STATION

As discussed in my previous presentation, I believe that the Fish Cleaning Station is a tremendous contribution to the Fishing Community in and around Traverse City. The Marina Staff works diligently every day to keep it clean. The Township not only invested a great deal of money to build it but continues to support it through the payment of energy costs to run the freezer. While the fishermen that launch from Elmwood already pay for the privilege to use the cleaning station through their launch fees, and the Charter Fisherman that work out of Elmwood pay their Commercial Fee, there are many who use the cleaning station and pay nothing. It is my guesstimate that there are far more fish brought to the station by charter boat operators and other fisherman from other ports than there are from our own port. This means that most of the costs associated with the station are incurred by people who pay nothing. I have discussed this with the major abusers of this privilege, and they agree that a fee is appropriate.

I propose that an annual fee of \$200 to \$300.00 be charged for Commercial Charter Fisherman that use our facility and fish out of other ports. I also propose that an annual fee of \$50 to \$75 be charged for individuals who do not launch out of Elmwood yet come here to clean their fish. The marina staff will be able to police this fee-based system and approach all who drive up to clean their fish that did not launch at Elmwood. I would like to try this in 2025 to see if it works before looking at an access-controlled system that is used by some Marinas.

OTHER EXPENSE APPROVALS REQUESTED

WINDELMULLER –

- 1. \$525.00** to remove light pole on North side of ramps is to accommodate Crane and storage issues as it relates to construction project. Pole will be relocated to South side of Boat Launch in Spring as part of construction project.
- 2. \$ 125.00** to provide for constant power to temporary shower trailer
- 3. \$871.00** to add 50 amp service to end A & B docks to provide power to larger vessels requiring 50 amp service.

TOTAL - \$1521.00. See EXHIBIT D

PARKING BUMPERS

1) Painting of Parking Bumpers

With the new construction and new parking area, I have requested a proposal from North Country Painter (painted the storage shed) to paint the Parking Bumpers in the Marina Parking Lots.

2) Please see below the number of bumpers by area in the marina...

West Trailer Parking Area – 74

Slip Holder Marina Area – 82

North Wall – 10

Total – 168

- 3) The paint to be used is a special Sherwin Williams Acrylic Coating that costs approximately \$300 per 5 Gallons. Estimated cost of product is \$1200.00 for all 168 Bumpers.
- 4) The quote is \$20 per unit for a total cost of \$3,360.00 (Paint Included). Given our limited labor availability and the fact that we have no paint sprayer, I suggest we use North Country to do this job. **SEE EXHIBIT K**

END OF SEASON MARINA STORAGE PROBLEM

As everyone knows, the demolition of the current buildings included the demolition of a 2-car garage that had in the past been used for the storage of Marina equipment. To prepare for the construction, approval was given to purchase a storage container that was put into the Marina lot earlier this year. That container is now partially full of equipment that has been moved from the garage scheduled for demolition in August. In discussions with Ian, we have determined that there isn't enough space to store what the marina needs to be stored this winter in the old firehouse and the storage container.

Proposed Solution –

Rather than storing some items outdoors this winter and then looking at the costs associated with building a new garage at some point in time next year, I propose that we purchase a second storage container and locate it on the back west corner of the Brewery Creek Property on the old, asphalted area. In the Spring, if so desired, we can relocate the first storage container to be placed next to it and for the foreseeable future, these 2 storage containers should provide ample storage for the Marina property. At a cost of only \$2,400.00 there is not a more cost-effective solution to the storage problem. The current storage container has proven to be very easy to use and has met the Marina's needs. The only negative to this is that the Marina will need to travel back and forth across M-22 with the Cart whenever something is needed. However, as we all know if a garage were to be built, there is no room on Marina Property and it would need to be located across the street. This may also support a reason for the Marina to at some point in time have a vehicle at its disposal.

DOOR LOCKS AT PARK

At our last meeting I proposed the installation of electronic door locks for all 4 bathrooms. After discussion I was instructed to lock 3 of the 4 bathrooms at 7:00 PM when the Marina Office closed. After thinking about this, I made the decision to leave all bathrooms unlocked as if we left one open we may as well leave all open. This discussion took place at the end of my report, and to be brutally honest I do not think the time or thought process was dedicated to a good discussion. Attached is a recent Incident Report (**SEE EXHIBIT G**) that provides an example of why these doors need to be locked. With the Marina office closing at 7:00 PM it is too early to manually lock these doors as the park is being used till at least 9:30-10:00 each evening through Labor Day. See again the proposed quotes as submitted at last meeting. (**SEE EXHIBITS H**) Again, I recommend Northwest Lock and that we ask them to install 1 lock at one 1 bathroom to make sure we like it before installing on all.

COST - \$6,834.00

Additional Harbor Master Comments

- 1) It is important to keep track of trend lines to be able to anticipate future developments. As you have seen in the prior information I provided in the rate increase section, there seems to be a softening in business. Below I am providing the historical numbers as it relates to WAIT LIST APPLICATIONS that we charge \$100 for.

WAIT LIST APPLICATIONS BY YEAR

| YEAR | SLIPS | MOORINGS |
|---------------------|-------|----------|
| 2014 | 1 | |
| 2015 | 3 | |
| 2016 | 2 | |
| 2017 | 1 | |
| 2018 | 3 | |
| 2019 | 13 | 1 |
| 2020 | 28 | 1 |
| 2021 | 77 | 2 |
| 2022 | 72 | 5 |
| 2023 | 44 | 9 |
| 2024 (Partial Year) | 16 | 3 |
| TOTAL | 260 | 21 |

While the drop in Waitlist revenue this year is significant, what also may prove to be true is that it is an indicator of the future demand? Something to keep an eye on as we plan for the future. We looked at all names on the waiting lists for Clinch (400), Acme (271), Northport (157) to determine how many are duplicates and also on The Elmwood Wait List (264). We found very few duplicates! Observation – We need more SLIPS!

Over 5 years Elmwood has collected \$26,400.00 at \$100.00 for 5 years of reservations. Conversely if Elmwood adopted the Clinch policy of an annual \$25 fee, we would collect \$33,000.00 over 5 years. This would however require a refund of collected dollars to existing Wait List customers. At this time, I do not recommend this.

2) I would like to have run an Elmwood Marina “BIG SALMON” Charity Tournament this Labor Day Weekend to drive launch revenue. Long term goal is to get fishermen statewide to realize the tremendous fishery that is available in the calm waters of Grand Traverse Bay. I have had discussions with the NWMI Fishing Club, and they believe it will be fully supported by their members and does not see any issue with having 25 or more boats enter the competition. With limited time to market the tournament, I am going to pass on the idea for this fall given the limited time between approval at today’s meeting and the tournament date. However, I would like approval to plan a Bass Tournament for next Spring and a Salmon Tournament for next Fall. In future years I would hope we could grow these into a 50+ Boat tournaments. Again, I emphasize that the objective is to grow launch revenue for the Marina by making fishermen aware of the access we have to this tremendous fishery here in West Bay, not just for a tournament, but for the entire season. **SEE EXHIBIT E**

3) In my position I feel it is my responsibility to maximize the financial opportunities of the Marina. In looking at the new construction plans and the “Boaters Day Room” that is a part of the new building, I believe there is a tremendous opportunity to rent this room out between November 1st and May 1st for special events. I have prepared an initial document for your review. Even though the availability of the room to rent is over a year away, there may be some considerations as shown in the attached document for you to take into consideration if you agree to head in this direction. **SEE EXHIBIT F**

4) Marina Store

I believe that there is an additional profit opportunity by turning a portion of the Marina Office into a Marina store. We have over 200 Slip Holders that are at the Marina for 5 months a year and there are literally thousands of people that pass through the launch area. On a regular basis people are asking if we have a number of different items. The following items are potential products that could be stocked in limited quantities and sold through the Elmwood Township Marina Store.

- | | |
|---------------------------|--------------------------------|
| 1) Bottled Water | 14) Meat Snacks |
| 2) Soft Drinks | 15) Sandwiches |
| 3) Gator Aid | 16) Fresh Coffee |
| 4) Iced Tea | 17) Donuts / Pastries |
| 5) Cold & Hot Coffee | 18) Fishing Poles |
| 6) Energy Drinks | 19) Crawlers |
| 7) Fountain Drinks | 20) Coolers |
| 8) Sunscreen | 21) Sunglasses |
| 9) Boat Cleaning Supplies | 22) Towels |
| 10) Oil | 23) Elmwood Logo'd Wear |
| 11) Boat Supply Parts | 24) First Aids / Life Jackets |
| 12) Chips & Snacks | 25) Ropes, Flares, Drain Plugs |
| 13) Candy | 26) Batteries |

The space is available to do this by moving the current customer counter back about 6'. In addition to inventory costs there would be some minimal costs for display cases and racks. Not all of the above items would need to be carried.

5) Fish Cleaning Station

We continue to have difficulty in getting our fish remains hauler to provide timely service as barrels fill and we are required to put our Marina trash containers in the freezer until he arrives. It is my understanding that the station was originally proposed to have a grinder and dispose of the fish remains through the city sewer system. Apparently concern about Mercury Levels and cost of the grinder (\$40K) led to the current handling of fish disposal. My concern is that Marv is a one-horse

pony, is up in age, and I am concerned about what we do if something happens to this sole source of supply.

I have reached out to the State of Mi to assist us in Mercury testing and am waiting to hear back from Brandon Armstrong from EGLE as to what they can do to assist us. I also will meet with Traverse City Wastewater Treatment's Mark Huggard if the Board has interest in pursuing this option once again?

6) USE OF MARIJUANA AT MARINA

During the course of this season, we have received complaints from some slip holders about the smell of marijuana being smoked on other boats. Slip holders with small children and guests have objected to being exposed to the smell. In one case a slip holder indicated that as part of his job, he is tested regularly and expressed concern that his breathing of the smoke could end up causing him to test positive for drug use. I asked our attorney to provide information that would allow us to regulate this within the boundaries of the law. **SEE EXHIBIT I**

Given the information provided, the law gives us the right to prohibit the smoking of Marijuana on Marina Property, you will see this as a new Rule in **EXHIBIT J** which is a redlined copy of the prior rules showing additions in red and deletions as strike throughs. Approval is requested.

7) NEW SLIP / BUOY CONTRACT

The contract for Slips and Buoys has been totally redone for the 2025 Season with the assistance of Bryan Graham. In the past the document used was a SLIP/BUOY Application and there was never really a binding Legal Agreement. There was a document that was used called a Slip/Buoy Permit Application, but this was not a contract. **SEE OLD SLIP PERMIT**

We have now created a new Rental Agreement Contract that requires a signature and within that agreement there is reference to the Elmwood Township Marina Rules and Regulations which will be attached to the agreement. The Agreement and the Rules will need to be approved by the Board so that they can be mailed to the Slip and Buoy customers at the end of September. See **NEW RENTAL AGREEMENT** with the revised marina rules attached.

8) NEW WINTER / DRY STORAGE AGREEMENT

The contract for Winter and Dry Storage has been totally redone for the 2025 Season with the assistance of Bryan Graham. In the past the document used was Winter Dry Storage Agreement. **SEE OLD STORAGE AGREEMENT**

We have now created a new Winter / Dry Storage Agreement that can be used for storage at the Marina during the winter or at Brewery Creek during the year. This Agreement contains much of the same legal language that is contained in the New Rental Agreement. The Winter Storage Rules have been revised and attached to the agreement. The Agreement and the Rules will need to be approved by the Board so that they can be mailed to the Slip and Buoy customers at the end of September. See **NEW STORAGE AGREEMENT** with the revised marina rules attached.

9) EXTENDED STAY SUMMER STORAGE AGREEMENT

We have now created an Extended Stay Summer Storage Agreement to be used when boaters choose to leave their boats in one of the Marina Parking lots for an extended period during the summer. **SEE NEW EXTENDED STAY SUMMER STORAGE AGREEMENT**

10) DOCK FIRE SUPPRESSION

Earlier this spring it was determined that there was irreparable damage to the dock fire suppression system. It was determined that the damage was most likely done at some point in time in the past during the pressure testing process. The Insurance company reviewed the damage and then requested the evaluation of an engineer. As of this time, we have not heard back from the insurance company and there is no plan in place to repair this for the 2025 season. This is something that needs to be completed prior to next season.

11) Dock Fans and Bubbler Switches

Currently the only way to turn on the Bubblers for A & B Docks and Fans on C Dock is to go into the two large electrical panels and flip the breaker giving full power to the docks. I expressed safety concerns to Windemuller to get their opinion on the practicality of this process when turning the Bubblers and Fans on during the Winter Season. They agreed that these switches should be located in a separate box on the outside of the main power boxes. This will prevent any threat of damage to the

inside of the transformer's during inclement weather and eliminate electrocution risks. I have asked Windemuller for a quote.

12) DNR Harbor Meeting October 7th & 8th

I will be attending the Annual DNR Harbor Masters Meeting in Onaway Michigan. I have been in discussion with DNR's Linnae Dawson regarding my concerns about the cancellation of Transient Reservations and the loss of income to Elmwood Marina and other Marinas throughout the state. **SEE PROPOSED TRANSIENT SLIP CANCELLATION POLICY**

13) Updated Internet Service to Slip Holders

We continue to work with Michigan Broadband to find a solution to providing adequate internet service to our slip holders. In the past the signal to the docks came from a single antenna mounted to the top of the old boater's bath. Originally this antenna was being relocated to a higher location on top of the Employee Break Building. Rather than doing this, Michigan Broadband has installed 3 separate directional signal transmitters on the Employee Break Building. Each of these transmitters is directed to a different dock and provides each dock with its own transmission. The signal is then shot down the dock to the repeaters that have been installed that carry the signal down the docks. This along with an increase in bandwidth to 1 Gig from the original 250 MB has resulted in a considerable improvement. There are still a few issues to resolve as in some cases boats are blocking the signal as it goes down the docks. To resolve this, we intend to locate the repeaters on top of arches that will span the docks and provide for a clear path down each dock. Once this is all in place we will determine exactly how much bandwidth is needed. The additional cost to increase the bandwidth to 1 Gig is an additional \$449 per month. Michigan Broadband has provided 60 days of this increased bandwidth at no charge but are now asking for future payments. I propose paying the increased fee, and then allowing us in the future to dial back the service, if we can, to reduce the cost.

14) Slip Holder Survey Results

I recently sent out a Survey to solicit feedback from the Slip Holders to find out how we are doing in meeting their expectations. Only 34 Slip Holders responded to the Survey which to me indicates that the others did not have any complaints, or they surely would have provided input! The results from the 34 along with the comments are included for your review. **SEE UNTITLED SURVEY**

15) Long Term Planning Discussion

I would like to propose a separate meeting to take place in the near future to discuss long term planning for the Marina with a focus on the replacement plan for A Dock. I will be attending the National Marina Show in December and would like some input prior to that trip. I would ask that Connie arrange an acceptable date for this discussion.

EXHIBIT A

Winter Storage Competative Analysis

| <u>Location</u> | <u>Rate Per Sq Ft.</u> | <u>Other</u> | <u>26' X 8</u> | <u>28' X 8</u> | <u>30' X 10</u> | <u>35' X 10</u> | <u>38' X 10</u> | <u>40' X 10</u> |
|---------------------|------------------------|----------------------------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|
| TC Shrink Wrap | \$1.55 | | \$ 322.40 | \$ 347.20 | \$ 465.00 | \$ 542.50 | \$ 589.00 | \$ 620.00 |
| Leelanau Boat Co. | \$2.50 | | \$ 520.00 | \$ 560.00 | \$ 750.00 | \$ 875.00 | \$ 950.00 | \$1,000.00 |
| Action H2O Sports | \$5.00 | on Trailer \$6 No Trailer | | \$1,120.00 | \$1,500.00 | \$1,750.00 | \$1,900.00 | \$2,000.00 |
| Grand Bay Marine | \$5.00 | on Trailer \$6 No Trailer | | \$1,120.00 | \$1,500.00 | \$1,750.00 | \$1,900.00 | \$2,000.00 |
| Walstrom Marine | \$5.00 | on Trailer \$6 No Trailer | | \$1,120.00 | \$1,500.00 | \$1,750.00 | \$1,900.00 | \$2,000.00 |
| Northport Boat Yard | \$3.75 | | \$ 780.00 | \$ 840.00 | \$1,125.00 | \$1,312.50 | \$1,425.00 | \$1,500.00 |
| McDonald Marine | | \$10 per Linear Ft w/ 8' Beam | \$ 260.00 | \$ 280.00 | \$ 300.00 | \$ 350.00 | \$ 380.00 | \$ 400.00 |
| Premier Marine | | Under 20' - \$300 | | | | | | |
| | | 21'-30' - \$380 | \$ 380.00 | \$ 380.00 | \$ 380.00 | | | |
| | | 31'-35' - \$450 | | | | \$ 500.00 | | |
| | | 35'-40' - \$500 | | | | | \$ 500.00 | |
| | | 40'+ - 575 | | | | | | \$ 575.00 |
| Elmwood Current | \$2.00 | | \$ 416.00 | \$ 448.00 | \$ 600.00 | \$ 700.00 | \$ 760.00 | \$ 800.00 |
| Elmwood Proposed | \$ 2.25 | | \$ 468.00 | \$ 504.00 | \$ 675.00 | \$ 787.50 | \$ 855.00 | \$ 900.00 |

Elmwood Vs Premier Analysis

| <u>Size</u> | <u>Elmwood</u> | <u>Premier</u> |
|-------------|----------------|----------------|
| Under 20' | \$400 | \$300 |
| 21'-30' | \$400-\$528 | \$380 |
| 31'-35' | \$545-\$560 | \$450 |
| 36'-40' | \$691-\$768 | \$500 |
| 41"+ | \$918.40 | \$575 |

EXHIBIT B

Daily Launch & Other Fees

Competition

1. Clinch
2. Elk Rapids
3. Hill Top
4. Suttons Bay
5. Northport
6. Glen Arbor

| Marina | Daily Launch Fee | Seasonal Launch | Commercial Daily | Seasonal Commercial | Wait List | Trailer Storage | Pump Out |
|-------------|------------------|-----------------------|------------------|---------------------|-----------|-----------------|----------|
| Clinch | \$6.00 | \$45.00 | 12.00 | 90.00 | 25.00/yr | | \$12.00 |
| Elk Rapids | 10.00 | \$50.00 | 20.00 | 100.00 | 100.00 | \$10.00/night | |
| Hill Top | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Suttons Bay | \$5.00 | \$40.00 | \$10.00 | \$200.00 | \$25.00 | | \$10.00 |
| Northport | \$5.00 | \$50.00 | | See Below | 25.00 | | |
| Elmwood | 15/20/25 | \$110/\$150/ \$180 | 30/40/50 | 300 | 100/5year | 15/20/25 | 20.00 |
| Glen Arbor | \$10.00 | \$100.00 | | | | | |

Northport Seasonal Commercial

- *1 – 1-10 Hauls - \$150.00
- 11-50 Hauls - \$450.00
- 51-99 Hauls - \$650.00
- 100 or More - \$850.00

Note - Premiere alone paid us \$40 x 81 Launches For Spring 2024 = \$3240

EXHIBIT C

| Current Clinch Rates On Camis | Dates | BOAT LENGTHS | | | | State of Michigan Rate Category |
|-------------------------------|-----------------------|--------------|----------|----------|----------|---------------------------------|
| | | 30' | 35' | 38' | 40' | |
| | May 15 thru May 21 | \$ 27.00 | \$ 32.00 | \$ 34.00 | \$ 36.00 | B |
| | May 22 thru June 4 | \$ 37.00 | \$ 43.00 | \$ 47.00 | \$ 50.00 | D |
| | June 5 thru June 25 | \$ 48.00 | \$ 56.00 | \$ 61.00 | \$ 64.00 | G |
| | June 26 thru July 6 | \$ 62.00 | \$ 72.00 | \$ 78.00 | \$ 82.00 | J |
| | July 7 thru Sept 7 | \$ 48.00 | \$ 56.00 | \$ 61.00 | \$ 64.00 | G |
| | September 8 - 28 | \$ 37.00 | \$ 43.00 | \$ 47.00 | \$ 50.00 | D |
| | September 29 - Oct 19 | \$ 27.00 | \$ 32.00 | \$ 34.00 | \$ 36.00 | B |

Current Elmwood Rates on Camis May 1 thru October 30 \$ 53.00 \$ 61.00 \$ 67.00 \$ 70.00 H

| Recommended Elmwood Transient Rates For 2025* | May 15 thru May 21 | May 22 thru June 4 | June 5 thru June 25 | June 26 thru July 6 | July 7 thru Sept 7 | August | September 8 - 28 | September 29 - Oct 19 |
|---|--------------------|--------------------|---------------------|---------------------|--------------------|--------|------------------|-----------------------|
| | \$ 27.00 | \$ 32.00 | \$ 34.00 | \$ 36.00 | | | | |
| | \$ 37.00 | \$ 43.00 | \$ 47.00 | \$ 50.00 | | | | |
| | \$ 48.00 | \$ 56.00 | \$ 61.00 | \$ 64.00 | | | | |
| | \$ 62.00 | \$ 72.00 | \$ 78.00 | \$ 82.00 | | | | |
| | \$ 48.00 | \$ 56.00 | \$ 61.00 | \$ 64.00 | | | | |
| | \$ 48.00 | \$ 56.00 | \$ 61.00 | \$ 64.00 | | | | |
| | \$ 37.00 | \$ 43.00 | \$ 47.00 | \$ 50.00 | | | | |
| | \$ 27.00 | \$ 32.00 | \$ 34.00 | \$ 36.00 | | | | |

*2025 Dates to Be adjusted to match weekly calendar

Clinch Has 54 Transient Slips Compared to Our 23 Slips
 One would assume that in May, Sept, and Oct that no one would pay double to stay at Elmwood
 Elmwood Occupancy rates may be improved by being competitive with Clinch
 There is only one other Marina on the State System that stays open till end of October

OCCUPANCY INFORMATION

| Reason For Changes | 2024 | 2023 | 2022 |
|-------------------------------|------|------|------|
| Lower to Match Clinch | 25% | 24% | 31% |
| Lower to Match Clinch | | | |
| Lower to Match Clinch | 48% | 55% | 56% |
| Go To Max Rate for Cherryfest | | | |
| Stay the same as we were | | 80% | 87% |
| Stay the same as we were | | 69% | 72% |
| Lower to Match Clinch | | 40% | 33% |
| Lower to Match Clinch | | 6% | 5% |

EXHIBIT D



April 13, 2023

Clem
Elmwood Marina 13501
S Bay Shore Dr.
Traverse City, MI 49684

PROJECT: 2024 Misc. projects
SUBJECT: MTF24-118

Dear Clem,

This proposal is for the supply of labor and materials needed for the following miscellaneous projects. The following equipment and services are included.

1. Remove light pole on the north side of the boat ramps in the fall:

The total cost for the above-described work is **\$525.00**. This proposal is valid for 20 days.

2. Bypass the photocell to keep the lighting circuit on along the wall to power a shower trailer.

The total cost for the above-described work is **\$125.00**. This proposal is valid for 20 days.

3. Install two (2) 50-amp two pole circuit breakers to feed two (2) 120/240-volt 50-amp receptacles on the existing power pedestal on the end of "A" and "B" docks.

The total cost for the above-described work is **\$1,521.00**. This proposal is valid for 20 days.

Terms: Net 10 days

Thank you for the opportunity to provide a proposal for your requirements. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink that reads "Matthew Feenstra".

Matthew Feenstra Account
Manager

Printed Name _____

Purchase Order _____

Date _____

EXHIBIT G

ELMWOOD MARINA INCIDENT REPORT

Date: 8/3/24

Description of Incident:

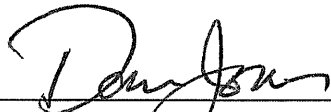
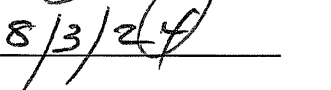
Shortly after 7:00 AM today, I went to the park to perform my normal duties of cleaning restrooms and emptying trash. The first restroom I entered ruined my day as the odor and mess was awful!

Someone had defecated in the men's waterless urinal and then proceeded to urinate all over the toilet and floor. I removed the feces from the Urinal and double sanitized the floor, urinal, and toilet.

I then examined the other 3 bathrooms, but apparently, they exhausted themselves in one room. I am glad that I was there early before any park goers and beach goers arrived. I don't know when this occurred but I would strongly recommend that these restrooms are locked each night after a certain time. There isn't enough money to pay me to deal with what I experienced this morning and if it becomes a repeat situation I will no longer work at Elmwood Marina.

Signed: _____

Date: _____

ELMWOOD MARINA INCIDENT REPORT

Date: 8/4/24

Description of Incident:

I went to the park today at 8:00 am to clean the bathrooms and empty the trash. In the men's North Park bathroom there was vomit on the floor and toilet. All restrooms were excessively dirty. I cannot say who or how this happened, but there was an all-day rental of the Pavilion. I cleaned and sanitized the mess

Signed: _____

Date: _____

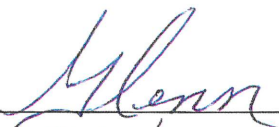
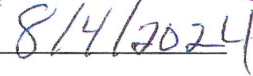



EXHIBIT H

Good Afternoon Clem and Dan,

The following is the quote to install electronic timed access locks on the bathrooms;

6- DL4100 Privacy function alarm locks

| | | |
|-----------|--------------------|--------|
| List 1134 | Sale price \$900ea | \$5400 |
|-----------|--------------------|--------|

2- Don jo Mortise lock filler plates

| | |
|--------|------|
| \$15ea | \$30 |
|--------|------|

2- Don jo Mortise lock filler plates modified for smaller size

| | |
|--------|-------|
| \$50ea | \$100 |
|--------|-------|

AL PICU USB cable and alarm lock usb cable

| | |
|------------|-------|
| List \$340 | \$190 |
|------------|-------|

Service call to Elmwood Marina

\$80

Labor to Drill doors for and install DL4100 locks

| | |
|----------------|-------|
| Approx \$100ea | \$600 |
|----------------|-------|

Labor to set up Alarm lock Software

\$100

| | |
|-----|----------|
| Tax | \$343.20 |
|-----|----------|

| | |
|-------------|-----------|
| Grand Total | \$6843.20 |
|-------------|-----------|

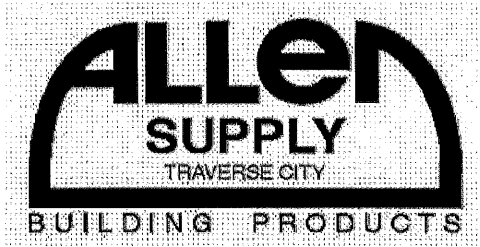
The Alarm Lock DL4100 is a keypad battery powered electronic lock with a privacy button for bathrooms. Our Labor is quoted per hour at \$100. Usually the alarm locks take an hour to install, but may go slightly faster or take slightly longer depending on your doors. If you have any questions, please contact Paul at Northwest Lock.

Thanks,

Paul Hommowun

Northwest Lock

231-946-1611



Quotation

DATE 6/13/2024

1444 Industry Dr
Traverse City, MI 49696
(231)947-7723 Fax(231)947-3624

Quotation For: ELMWOOD TOWNSHIP MARINA

Quotation valid until:
Prepared by: Brian

ATTN: CLEM 231 946 5463

| SALESPERSON | P.O. NUMBER | PROJECT NAME / REFERENCE | TERMS |
|-------------|-------------|--------------------------|----------------|
| Brian | | BATHROOMS (TIMERS) | Due on receipt |

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|--|---|-------------|-------------|
| 1 | HARDWARE PER HEADING # 1 BOAT LAUNCH BATHROOM | \$ 2,314.31 | \$ 2,314.31 |
| 1 | LABOR TO INSTALL LOCKS, PLATES | \$ 250.00 | \$ 250.00 |
| 1 | HARDWARE PER HEADING #2 NORTH PARK PAVILLION | \$ 4,231.25 | \$ 4,231.25 |
| 1 | LABOR TO INSTALL LOCKS | \$ 200.00 | \$ 200.00 |
| 1 | HARDWARE PER HEADING #3 SOUTH PARK PAVILLION | \$ 4,231.25 | \$ 4,231.25 |
| 1 | LABOR TO REWORK DOORS IN OUR SHOP FOR MORTISE LOCKS | \$ 500.00 | \$ 500.00 |
| <p>THANK YOU, BRIAN WOOTERS</p> <p>*** PRICES GOOD FOR 30 DAYS ***</p> | | | |

| | |
|--------------|---------------------|
| SUBTOTAL | \$ 11,726.81 |
| TAX RATE | |
| SALES TAX | |
| LABOR | |
| TOTAL | \$ 11,726.81 |

If you have any questions concerning this quotation, contact BRIAN (231) 947-7723
Brian@allensupply.net

THANK YOU FOR YOUR BUSINESS!

EXHIBIT E

2025 Elmwood Marina “BIG SALMON” Charity Tournament

Begins 5:00 am on August 29th Ends at 6:00 pm
Entry Fee \$100.00 per Boat

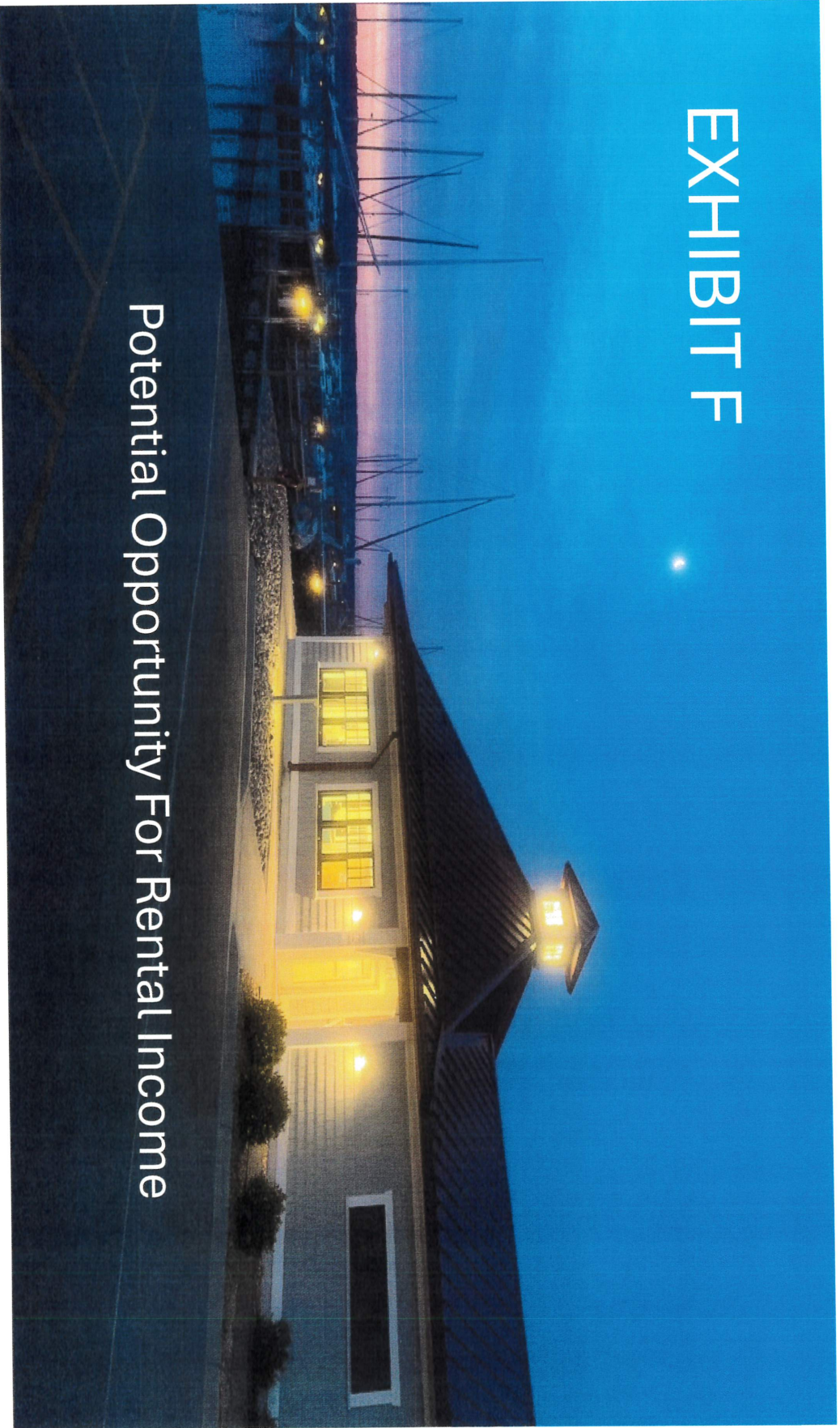
“Catch The Big Salmon and Support The Kids”

Rules

- 1) Prize Pool will be 50% of Entry Fees
- 2) Remaining funds will be donated for the purchase of Rods and Reels for Kids through the NWMH Fishing Club
- 3) PRIZE POOL Minimum Payout
 - 1st Prize – Min. Guarantee \$1000
 - 2nd Prize – Min. Guarantee \$500
 - 3rd Prize – Min Guarantee \$250
- 5) Must Launch Boat from Elmwood Marina
- 6) Charter Boat Customers are Eligible if Boarding Customers at Elmwood Marina
- 7) Elmwood Twp Marina Scale to be used as official scale for weigh in.
- 8) Elmwood Twp Marina Employees to conduct all weigh ins
- 9) Fish Must be cleaned at Fish Station after weighing and are subject to examination by Elmwood Marina employee
- 10) Weigh In hours 8:00 am to 9:00 pm Last day of Tournament 6 pm end
- 11) Tournament Waters include from Tip of Mission Point to Tip of Stony Point. West Bay Only!
- 12) No Fish will be weighed if brought by Vehicle to Weigh Station. Boat Only
- 13) Multiple Replacement Weigh Ins allowed, but only 1 Fish per entry will count.
- 14) Fish must be Caught on Rod and Reel
- 15) In the event of a tie prize pool will be divided equally
- 16) Captains Meeting Friday Evening at 7:30 PM at Greilickville Pavilion.

EXHIBIT F

Potential Opportunity For Rental Income



New Marina Boaters Pavilion Day Room

- The new facility contains a Day Room (Lounge) for boaters to use during the Marina Season of May 1 thru November 1
- Currently the Township allows individuals and groups to reserve their Pavilions for special events during the warm months.
- Based on the popularity and bookings of the Pavilions, I cannot help but believe that this new room can be rented on a regular basis for special events between November 1st and May 1st.
- The Capacity for a room this size is appx 50 people for a sit-down dinner and up to 70 for other events depending on use.

Potential Uses

- Holiday Dinners & Parties
- Corporate Meeting
- Cocktail Parties
- Birthday Parties
- Township Events
- Slip Holder Events
- Fundraising Events
- Card Tournaments

What is needed to Support Rental of Space

- Buffet Counter (Already In Plans)
- 5 – 8' Round Tables – Estimated Cost \$1300
- 50 Folding Chairs – Estimated Cost \$1500
- 2 – 8' Conference Tables – Estimated Cost \$300
- Refrigerator (Possibly) – Estimated Cost \$800
- Upgrade to floor (Possibly) – Estimated Cost \$3600
- Total Estimated Cost \$3100 to \$7500

6 Month Potential Revenue

- 4 Rentals Per Month at \$500 = $\$2000 \times 6 = \$12,200$
- 8 Rentals Per Month at \$500 = $\$4000 \times 6 = \$24,000$
- 12 Rentals Per Month at \$500 = $\$6000 \times 6 = \$36,000$

Elmwood Township Resident Benefit

Just a thought.....

Township Residents often ask for a discount as they are township residents, often sighting that they are paying taxes and should get a discount. This may be an opportunity to provide a benefit to Township Residents by allowing them to rent the room at a Discount Rate. This would create tremendous Goodwill and provide a positive benefit for residents without an out-of-pocket cost to the Township.

Why Bring This Up 14 months in advance

- Need to take into consideration any impact on building construction
 - Possible Upgrade to Floor
 - Storage for Tables and Chairs
 - Location of Refrigerator
 - Include in Upgrade to Marina Website
 - Online Reservations
 - Advance Marketing and Sales Plan
- Plan 2025 for staffing to clean post events

EXHIBIT I

YOUNG, GRAHAM & WENDLING, P.C.

Attorneys at Law
104 E. Forest Home Ave., P.O. Box 398
Bellaire, Michigan 49615
(231) 533-8635
Facsimile (231) 533-6225
www.upnorthlaw.com

Bryan E. Graham

Peter R. Wendling

MEMORANDUM

TO: Dan Jenuwine, Harbormaster
Elmwood Charter Township **VIA EMAIL**

FROM: Bryan E. Graham *BEG*

DATE: July 29, 2024

SUBJECT: Recreational marijuana use in the marina

You have asked me to address regulations of the Michigan Regulation and Taxation of Marijuana Act (recreational marijuana statute), MCL 333.27951, *et seq*, and how those regulations impact the use of recreational marijuana within the marina. Here are the relevant provisions of the act that could relate to the marina:

- Section 4.1 of the act, MCL 333.27954.1(a), provides of that the Act does not authorize:

(a) operating, navigating, or being in physical control of any motor vehicle, aircraft, snowmobile, offroad recreational vehicle, or **motorboat while under the influence of marihuana**. (Emphasis added.)

(e) **consuming marihuana in a public place or smoking marihuana where prohibited by the person who owns, occupies, or manages the property**, except for purposes of this subdivision a public place does not include an area designated for consumption within a municipality that has authorized consumption in designated areas that are not accessible to persons under 21 years of age. (Emphasis added.)

(g) **consuming marihuana while operating, navigating, or being in physical control of any** motor vehicle, aircraft, snowmobile,

off-road recreational vehicle, or **motorboat**, or smoking marihuana within the passenger area of a vehicle upon a public way. (Emphasis added.)

- Section 4.4 of the act, MCL 333.27954.1(a), provides:

This act allows a person to prohibit or otherwise regulate **the consumption**, cultivation, distribution, processing, sale, or display of marihuana and marihuana accessories **on property the person owns, occupies, or manages, except that a lease agreement may not prohibit a tenant from lawfully possessing and consuming marihuana by means other than smoking.** (Emphasis added.)

Based on all of the above, the following rules and regulations can be applicable within the marina.

1. Consuming marijuana and/or being under the influence of marijuana while operating a motor boat is a violation of the recreational marijuana statute. The responsibility for enforcing this prohibition would be the Sheriff's Department Marine Division and the United States Coast Guard.
2. As you know, the township owns and manages the marina. The individuals or entities with slip/buoy rental agreements would be tenants for the slip/buoy. While the township cannot totally prohibit a tenant from possessing and consuming marijuana by means other than smoking, the township can prohibit those tenants from smoking marijuana within the marina. If the township prohibits smoking marijuana as part of its rules and regulations, the township cannot prohibit the consumption of marijuana by tenants by means such as edibles.
3. Finally, the United States Coast Guard will enforce federal law as it relates to marijuana.

Hopefully, I have addressed your questions. If you have further questions or would like to discuss these matters, please do not hesitate to contact me.

BEG

cc: Jeff Shaw, Supervisor (via email)

EXHIBIT J

Elmwood Township Marina Rules and Regulations 2025 The marina monitors marine radio channel 16

1. All boats shall register immediately with the marina office and docking of boats shall be at the sole and exclusive direction of the acting Harbor Master.
2. No rafting of boats is permitted.
3. No daily boat launcher or other unauthorized boat may occupy or obstruct usage of a slip or buoy.
4. Transient moorings and slips are available for 14 days maximum duration. See the fee schedule.
5. Transient checkout time is 11:00M.
6. All fees shall be paid in advance.
7. When vacating a slip or buoy for more than 48 hours, **it is mandatory that** the marina office shall be notified so that the slip can be used for transient boaters (~~a slip permit item~~). The transient will be out by the planned return time of the slip/buoy holder.
8. Dinghy onshore storage and dinghy docks are for moorers only. Slip-holder's dinghies, if not onboard the boat, may be in the water within the boundaries of the slip (~~a slip permit item~~). A dinghy must be removed from a slip or buoy during vacating absences of more than 48 hours. Marina staff assistance is available upon request.
9. Any boat in the harbor before May 1 (~~except slip permit holders~~) or after Oct. 31 must be approved by the Harbor Master and will be subject to additional fees according to the regular fee schedule (~~a slip permit item~~).
10. ~~No charter or commercial vessels are permitted to operate from the marina slips or moorings.~~
11. **Per the Slip/Buoy Agreement** No portion of the boat or its hardware shall overhang the dock or the docks rated length (~~a slip permit item~~).
12. Boat shore power cords must be at least 30-amp marine quality with waterproof attachment connectors. The boat electrical load shall not exceed the rating of the cord or the shore power outlet.
13. Noise shall be held to a minimum. Boaters shall use discretion in operating entertainment sound systems, motors, generators, accessories or engines capable of producing loud noise so as not to create a nuisance.
14. **In accordance with the Michigan Regulation and Taxation of Marijuana Act Section 4.1, the owner of the Elmwood Township Marina explicitly prohibits the smoking of marijuana on Elmwood Township Marina property. This includes on the docks or on any vessel within the Marina.**
15. Lines and cables on sailboats shall be secured so that there will be no clanging caused in heavy winds (especially halyard lines against masts).
16. Slip and buoy users are responsible for their guests on their boat or on the premises. Any activity, including verbal comments, that causes a disturbance to the peaceful use and enjoyment of the harbor by other users may result in the offending person(s) being removed from the premises.
17. No refuse or polluting materials shall be thrown overboard or discharged. All garbage shall be put in plastic bags before depositing in the provided trash containers.
18. There shall be no storage of gasoline or other flammable liquids in/on any boat, dock area or storage space except in approved fuel containers with those containers properly marked. Flammable liquid spills are to be avoided. Accidental spills are to be reported to the Fire Department.
19. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the docking or storage area is prohibited.
20. Outside cooking of any type is prohibited on the docks, boats (except in the boat galley), walkways and adjacent areas on the premises. Activities of such will be allowed **only** in the designated **Pavilion** area.
21. A slip-holder may not use electrical outlets to operate power tools, equipment or machinery unless permission has been given by the Harbormaster.
22. No major repairs shall be made to the boat while in the slip or wet mooring area. The marina office must be informed of arrangements made for outside boat repair services, and the service provider must provide certification of liability insurance.
23. The boat shall remain in seaworthy condition and not constitute a fire hazard or obstruction to navigation.

24. The operator of any watercraft must be in control of such watercraft within the harbor at all times.
25. No bicycles, motor vehicles, roller skates /blades, or other wheeled sports equipment are permitted on the docks or seawall area. No roller skates/blades or skateboards are allowed in the parking lot.
26. Slip-holders shall not store supplies, materials, accessories or debris on any walkway or dock and shall not construct thereon any lockers, chests, cabinets, ~~steps~~, and ramps or otherwise alter the dock without express written permission from the Harbor Master.

(OVER)

27. Mooring pennants are the full responsibility of the moorer, not the marina. They are to be 8 feet long twisted or braided nylon, as large as can be accommodated by the boat fittings and protected against chaffing. Connection is to be to the chain shackle, not to the mooring ball. Pennants should be inspected regularly and replaced when signs of wear appear. This is a boat and marina safety item.
28. No boat over 35 feet in length shall be allowed to use a mooring buoy.
29. No "For Sale" signs shall be displayed in the marina.
30. No throwing sports are permitted at the marina.
31. Setting off fireworks is not allowed in the harbor or on marina property.
32. No swimming or diving is permitted in the harbor.
33. No fishing or fish cleaning is permitted from the boats, docks or other premises of the harbor **unless authorized by Harbor Master.**
34. All boats shall operate at a slow, no-wake speed in the harbor.
35. No boat shall operate under sail inside the marina harbor entrance if it has auxiliary power available.
36. All ~~dogs~~ **pets** shall remain on a leash **and owners of pets** are the full responsibility of the ~~dog~~ **pet** owner, including ~~dog~~ **pet** waste pickup.
37. No electric cords shall run across any designated driveway or walkway.
38. Parking of vehicles shall be done in designated areas only, not on the grass or in fire lanes. Parking passes issued by the marina office are to be displayed in the front window on the rear-view mirror with the number visible from the front of the vehicle. Whenever a parking problem occurs, please bring it to the harbor attendant for a solution.
39. No camping is permitted on the premises (including dry sailors on boats).
40. **No Jet Ski's (PWC's) are allowed in Slips**
41. No launching, tying up of boats, rafts, or dinghies of any kind are allowed in the park area.
42. All dock boxes must be approved by Harbormaster or Deputy Harbormaster. Dock boxes must be triangular in shape and fit in area provided.
43. ~~There is no charge for overnight parking for slip and buoy holders but notify the office ahead of time.~~
44. Public rest rooms are open 24 hours a day during season. The boaters' facility is open continuously with key code access/~~proximity card~~ available from the marina office. Day launchers use the public facility.
45. Boat waste pump-out is available and may be arranged at the marina office. See the fee schedule.
46. The Harbor Master, with the help of the marina staff, is responsible for enforcement of these rules. Verbal warning, followed by written warning, will assure communication of the violation before more severe corrective action is taken. See your seasonal slip permit for the extent of additional actions allowed.

The Harbor Master has the authority and responsibility to enforce all Elmwood Township Marina Rules and Regulations as stated above. All complaints and comments should be made to the acting Harbor Master. ~~If a problem is not resolved a contact may be made with the Township Office.~~

Approved by the Elmwood Township Board on **August 13, 2024** ~~Nov. 14, 2005.~~

**OLD SLIP
PERMIT**

Elmwood Township Marina
10090 E. Lincoln Road
Traverse City, MI 49684

Township Hall 231-946-0921
Harbor 231-946-5463
FAX 231-946-9320

Marina Seasonal Boat Slip/ Buoy Permit Application for the Season Year 2024

(The season period is from May 1 to Oct. 31)

Name, address and phone(s) (winter & summer)

Name: _____

Address: _____

City, State, Zip: _____

Phone: Home _____ Cell _____ Work _____

Boat: Reg. no. _____ Make _____

Boat: Length _____ Beam _____ Draft _____

Dinghy reg. no or name _____ e-mail address _____

Notice! The overall length includes any bow pulpit, swim platform, and all other parts of the boat. The boat shall be completely contained within the boat well when assigned a dock slip. Boats will be subject to measurement and misrepresented lengths affecting slip needs may be subject to permit termination for cause. This application is for a SPECIFIC boat and any permit will be for the boat that is described in this application and only that boat.

Assigned slip/Buoy _____ Slip length _____ Slip fee amount _____
(Available dock slip lengths are 30, 34, 38 & 40'.)

The 1st half slip fee payment is due by January 31; the remainder by Feb.28. After a slip assignment one half the slip fee is refundable before June 15. There will be no refunds after June 15, except as specified in the slip permit.

Slip/Buoy permit fee amount paid _____ Date _____ Rec'd by _____
2nd payment amount paid _____ Date _____ Rec'd by _____

Copy of registration(s) attached? Yes No Boat length verified? Yes No

Insurance Company _____ Certification attached? Yes No

Signature acknowledges that you have read, understand and will abide by the terms of the Seasonal Boat Slip Permit, the terms of this application and the Marina Rules and Regulations enclosed. Please return this signed application with your fee payment. Neither this application, a boat slip permit (even if issued for a number of years), nor the Marina Rules and Regulations gives the applicant or permit holder any rights to a specific boat slip of the applicant's choosing, or to a boat slip that the applicant might have historically used, or rights that the boat slip permit will be renewed.

Permittee Signature _____ Date _____

Township Signature _____ Date _____

Note: Please verify all information and make corrections before returning. Approved by the Elmwood Township Board 07/24/2017

EXHIBIT K

Fully Insured

Reliable and Dependable

On time and on point



Owner - Craig Searles

Thanks for Contacting North Country Painters! I assure you
your project is in good hands!

Elmwood Marina

13051 S W Bay Shore Dr
Traverse City, MI 49684

Details of job:

Paint parking bumpers. Estimated 60-80
Some will be placed across the street set up to paint and some will be painted in place in the parking lot.

Included in bid:

All labor and materials needed

Product to be used:

Sherwin Williams "concrete specific paint" Loxon

Price:

\$20 each unit - exact number of unites unknown

Terms - deposit - payment - etc

I won't request a deposit. Payment at completion will be appreciated.

Other Work performed:

Any work performed above and beyond what's described above will be tracked and billed time and materials. Materials costs and \$65/hr labor

northcountrypainters.com

northcpainters@gmail.com

Fully Insured

Reliable and Dependable

On time and on point

Projected start date:

This season. I will discuss and plan with elmwood.

Special notes:

Elmwood employees will move the movable concrete bumpers and set up in a organized fashion to be sprayed. The Bumpers with spikes will be painted in place taking care not to get paint on anything else.

Please contact Craig with any questions or to be scheduled. As always, North Country Painters guarantees follow through, clean work site, kind mindful workers, and top quality work.

**NEW RENTAL
AGREEMENT**

**ELMWOOD CHARTER TOWNSHIP
MARINA SLIP/BOUY RENTAL AGREEMENT**

THIS AGREEMENT shall be deemed effective on _____
between Elmwood Charter Township, a Michigan charter township, whose address is 10090 E.
Lincoln Rd., Traverse City, Michigan 49684 (Township) and _____,
whose address is

(Boat Owner).

Recitals

- A. The Township currently operates the Elmwood Township Marina located at 13051 SW Bayshore Dr. Traverse City, MI 49684 (the Marina).
- B. The Marina is managed by the Township Harbormaster (the Harbormaster).
- C. Boat Owner desires to rent a boat slip/buoy at the Marina for the _____ boating season.
- D. The township has 30', 35', 38', and 40' the boat slip and inside and outside buoy availability at the Marina to accommodate the Boat Owner's boat.
- E. The parties, therefore, desire to specify their respective rights and obligations in this written agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

- 1. The Boat Owner hereby warrants that he/she/it is the legal owner of the boat described below and that the following information is true and accurate:

Telephone numbers: _____

Email addresses: _____

Boat Make: _____ Boat color: _____

Boat name: _____ Boat model: _____

Boat registration number: _____

Boat length: _____ The boat length is the length over all (LOA) and includes the bow pulpit, swim platform, and outboard motors. The LOA must fit inside the designated pilings associated with the slip. Failure to accurately state the LOA may lead to termination of this Agreement.

2. The Harbormaster hereby assigns slip number _____ or buoy number _____ to the Boat Owner for the above-described boat. A buoy, however, shall only be available for a sailboat. The Harbormaster, however, reserves the right, in the sole exercise of his or her discretion, to change the slip number or buoy number assigned to the Boat Owner when such change is necessary to improve the overall operations of the Marina. The slip or buoy assigned it to a Boat Owner may not be used in conjunction with any other boat.
3. The Boat Owner understands and agrees that only the above-described boat may be moored in the assigned slip or at the assigned buoy. If the Boat Owner desires to moor a different boat, the Boat Owner shall obtain the prior written authorization from the Harbormaster.
4. The Boat Owner understands that any portion of the boat extending beyond the pilings is at risk of damage and as such assumes full responsibility for any and all damages incurred as a result of it extending into the channel. The Harbormaster reserves the right to ask any Boat Owner to remove his/her/its vessel from a slip if the Harbormaster determines in the sole exercise of his discretion that the amount extending into the channel is excessive.
5. The slip number or buoy number assigned in Paragraph 2 of this Agreement shall not be assigned or transferred to any other person or legal entity without the prior written authorization from the Harbormaster.
6. The term of this Agreement shall be for the _____ boating season, specifically from May 1 to October 31 of that year.
7. The Boat Owner hereby agrees to pay Township \$_____ as the rental fee for the slip or buoy. This rental fee shall be for the entire boating season specified in Paragraph 7 above and shall be fully paid not later than February 1 of the contract year. Failure to submit a copy of the Certificate of Insurance, a copy of the boat registration, and make payment in full by February 1 will be deemed a rejection of this Agreement, and, as a result, the opportunity to rent a slip or buoy in the marina will be lost.
8. The Boat Owner hereby agrees to comply with the Elmwood Township Marina Rules and Regulations, which are attached hereto and incorporated herein by reference and which are located on the Township's website. The Township, however, reserves the right, in the sole exercise of its discretion, to revise the rules and regulations at any time. The Boat Owner then agrees to comply with the revised rules and regulations of the Marina.
9. The Boat Owner understands and agrees that there are risks associated with operating a boat within the Marina and/or mooring a boat in the assigned slip or at the assigned buoy, including but not limited to inclement weather or collision from other boats. The Boat Owner agrees that he/she/it is not relying in any way upon the skill or intervention of the Township or Harbormaster to protect the boat should foul or dangerous weather threaten or cause damage to the boat. The Boat Owner, therefore, assumes all risks associated with operating the boat within the Marina and/or mooring the boat in the assigned slip or at the assigned buoy.

10. During the term of this Agreement, the Boat Owner shall obtain and maintain insurance coverage for physical damage to the hull of the boat. The hull should be insured to the actual cash value of the boat or in an amount determined by the Boat Owner.
11. Throughout the term of this Agreement the Boat Owner shall obtain and maintain public liability insurance in the sum of not less than FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00) for damages relating to any one person. This insurance policy shall name Elmwood Charter Township as an additional named insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the Township.
12. The Boat Owner shall provide a copy of the certificates of insurance as required in Paragraph 12 above and a copy of the currently valid boat registration for the above-described boat to the Harbormaster at the time the rental payment is made, but in no event later than February 1 of the contract year.
13. To the extent permitted by law, the Boat Owner shall indemnify and hold harmless the Township, its officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of the Boat Owner's operation of the boat within the Marina and/or the mooring of the boat in the assigned slip or at the assigned buoy.
14. The parties hereby agree to the following termination and remedy provisions:
 - a. The Boat Owner may terminate this Rental Agreement by providing the Harbormaster no less than fifteen (15) days prior written notice of the termination.
 - b. The Township may terminate this Rental Agreement under either of the following:
 - i. For cause if the Boat Owner violates any terms or conditions of this Agreement or its incorporated obligations. If the Boat Owner violates any of the terms and conditions in this Agreement, the Township shall have the option of terminating this Agreement with as few as three (3) days actual notice, or ten (10) days written notice to Boat Owner posted onboard the boat, without waiving any other rights herein.
 - ii. The Township retains the right to terminate this agreement without cause, at any time, upon ten (10) days written notice to the Boat Owner.
 - c. If this Rental Agreement is terminated under subparagraph a or b above, then any prepaid rent, fees, charges, or expenses shall be prorated and any surplus returned to the Boat Owner. The Boat Owner shall then remove the boat from the slip or buoy by the termination date so noticed. Nothing in this paragraph, however, shall waive any other right the Township has under this Agreement, at law, or in equity.

- d. If the Boat Owner fails to remove the boat from the slip or buoy after the termination or expiration of this Agreement, the Township shall be entitled to do any or all of the following:
 - i. Remove the boat and store or moor the boat at any location in the Marina or in any commercially reasonable manner, all at the expense and on the account of the Boat Owner, until all the Boat Owner's fees and charges are brought current.
 - ii. Lock the boat in place until all the Boat Owner's fees and charges are brought current.
 - iii. Charge the Boat Owner the then current transient rate per day for so long as the boat remains in the Marina until all the Boat Owner's fees and charges are brought current.
 - iv. Exercise its right to a possessory lien on the boat for all monies owed by the Boat Owner to the Township for slip, storage, work performed, services rendered, and materials furnished to the Boat Owner for his/her/its boat.
 - v. Exercise any other right the Township may have at law or in equity.
15. The Township Marina is staffed by harbor personnel from May 1st through October 31st each year. Utilities and related services such as restrooms will be available during that period of time. In the event that the Boat Owner elects to occupy a slip or buoy prior to or after the above dates, the Boat Owner may do so, but shall not be entitled to any of the utilities or services and shall occupy the slip or buoy at his/her/its sole and exclusive risk. Arrangements MUST be made with the Harbormaster for early occupancy or late departure. A daily rental fee will be charged to the Boat Owners of any boat for any days prior to May 1st or after October 31st.
16. The Township reserves the right in the sole exercise of its discretion to adjust the staffing schedule as needed. The Township further reserves the right in the event of emergency, facility breakdown, or personnel shortage to adjust the electrical, water, sewage pump out service, record high or low water elevation, or such circumstances that the Township deems appropriate to justify schedule adjustments.
17. Any notice required under this Agreement by either party shall be in writing to the party to be so notified, delivered personally, or sent by certified mail, return receipt requested, to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
18. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
19. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.

- 20. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
- 21. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

ELMWOOD CHARTER TOWNSHIP

Date: _____

By: _____
Daniel Jenuwine, Harbormaster

Date: _____

BOAT OWNER
By: _____

Elmwood Township Marina Rules and Regulations 2025

1. The marina monitors marine radio channel 16
2. All boats shall register immediately with the marina office and docking of boats shall be at the sole and exclusive direction of the acting Harbor Master.
3. No rafting of boats is permitted.
4. No daily boat launcher or other unauthorized boat may occupy or obstruct usage of a slip or buoy.
5. Transient moorings and slips are available for 14 days maximum duration. See the fee schedule.
6. Transient checkout time is 11:00M.
7. All fees shall be paid in advance.
8. When vacating a slip or buoy for more than 48 hours, it is mandatory that the marina office shall be notified so that the slip can be used for transient boaters. The transient will be out by the planned return time of the slip/buoy holder.
9. Dinghy onshore storage and dinghy docks are for moorers only. Slip-holder's dinghies, if not onboard the boat, may be in the water within the boundaries of the slip. A dinghy must be removed from a slip or buoy during vacating absences of more than 48 hours. Marina staff assistance is available upon request.
10. Any boat in the harbor before May 1 or after Oct. 31 must be approved by the Harbor Master and will be subject to additional fees according to the regular fee schedule.
11. Per the Slip/Buoy Agreement No portion of the boat or its hardware shall overhang the dock or the docks rated length.
12. Boat shore power cords must be at least 30-amp marine quality with waterproof attachment connectors. The boat electrical load shall not exceed the rating of the cord or the shore power outlet.
13. Noise shall be held to a minimum. Boaters shall use discretion in operating entertainment sound systems, motors, generators, accessories or engines capable of producing loud noise so as not to create a nuisance.
14. In accordance with the Michigan Regulation and Taxation of Marijuana Act Section 4.1, the owner of the Elmwood Township Marina explicitly prohibits the smoking of marijuana on Elmwood Township Marina property. This includes on the docks or on any vessel within the Marina.
15. Lines and cables on sailboats shall be secured so that there will be no clanging caused in heavy winds (especially halyard lines against masts).
16. Slip and buoy users are responsible for their guests on their boat or on the premises. Any activity, including verbal comments, that causes a disturbance to the peaceful use and enjoyment of the harbor by other users may result in the offending person(s) being removed from the premises.
17. No refuse or polluting materials shall be thrown overboard or discharged. All garbage shall be put in plastic bags before depositing in the provided trash containers.
18. There shall be no storage of gasoline or other flammable liquids in/on any boat, dock area or storage space except in approved fuel containers with those containers properly marked. Flammable liquid spills are to be avoided. Accidental spills are to be reported to the Fire Department.
19. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the docking or storage area is prohibited.
20. Outside cooking of any type is prohibited on the docks, boats (except in the boat galley), walkways and adjacent areas on the premises. Activities of such will be allowed only in the designated Pavilion area.
21. A slip-holder may not use electrical outlets to operate power tools, equipment or machinery unless permission has been given by the Harbormaster.
22. No major repairs shall be made to the boat while in the slip or wet mooring area. The marina office must be informed of arrangements made for outside boat repair services, and the service provider must provide certification of liability insurance.
23. The boat shall remain in seaworthy condition and not constitute a fire hazard or obstruction to navigation.
24. The operator of any watercraft must be in control of such watercraft within the harbor at all times.

25. No bicycles, motor vehicles, roller skates /blades, or other wheeled sports equipment are permitted on the docks or seawall area. No roller skates/blades or skateboards are allowed in the parking lot.
26. Slip-holders shall not store supplies, materials, accessories or debris on any walkway or dock and shall not construct thereon any lockers, chests, cabinets, and ramps or otherwise alter the dock without express written permission from the Harbor Master.
27. Mooring pennants are the full responsibility of the moorer, not the marina. They are to be 8 feet long twisted or braided nylon, as large as can be accommodated by the boat fittings and protected against chaffing. Connection is to be to the chain shackle, not to the mooring ball. Pennants should be inspected regularly and replaced when signs of wear appear. This is a boat and marina safety item.
28. No boat over 35 feet in length shall be allowed to use a mooring buoy.
29. No "For Sale" signs shall be displayed in the marina.
30. No throwing sports are permitted at the marina.
31. Setting off fireworks is not allowed in the harbor or on marina property.
32. No swimming or diving is permitted in the harbor.
33. No fishing or fish cleaning is permitted from the boats, docks or other premises of the harbor unless authorized by Harbor Master.
34. All boats shall operate at a slow, no-wake speed in the harbor.
35. No boat shall operate under sail inside the marina harbor entrance if it has auxiliary power available.
36. All pets shall remain on a leash and owners of pets are the full responsibility of the pet owner, including pet waste pickup.
37. No electric cords shall run across any designated driveway or walkway.
38. Parking of vehicles shall be done in designated areas only, not on the grass or in fire lanes. Parking passes issued by the marina office are to be displayed in the front window on the rear-view mirror with the number visible from the front of the vehicle. Whenever a parking problem occurs, please bring it to the harbor attendant for a solution.
39. No camping is permitted on the premises (including dry sailors on boats).
40. No Jet Ski's (PWC's) are allowed in Slips
41. No launching, tying up of boats, rafts, or dinghies of any kind are allowed in the park area.
42. All dock boxes must be approved by Harbormaster or Deputy Harbormaster. Dock boxes must be triangular in shape and fit in area provided.
43. Public rest rooms are open 24 hours a day during season. The boaters' facility is open continuously with key code access available from the marina office. Day launchers use the public facility.
44. Boat waste pump-out is available and may be arranged at the marina office. See the fee schedule.

The Harbor Master, with the help of the marina staff, is responsible for enforcement of these rules. Verbal warning, followed by written warning, will assure communication of the violation before more severe corrective action is taken. See your Elmwood Township Marina Slip / Buoy Rental Agreement for the extent of additional actions allowed.

The Harbor Master has the authority and responsibility to enforce all Elmwood Township Marina Rules and Regulations as stated above. All complaints and comments should be made to the Harbor Master.

Approved by the Elmwood Township Board on August 13, 2024_

**OLD STORAGE
AGREEMENT**

Charter Township of Elmwood
10090 E. Lincoln Road
Traverse City, Mich. 49684

Township Hall: (231)- 946-0921
Harbor: (231)-946-5463
Fax: 946-9320

**WINTER DRY STORAGE AGREEMENT FOR 2023/2024 SEASON AT
ELMWOOD TOWNSHIP MARINA**

NAME/WINTER ADDRESS

SUMMER ADDRESS

HOME PHONE: _____
CELL PHONE: _____

WORK PHONE: _____

BOAT NAME: _____

REGISTRATION NO: _____

INSURANCE CO. _____

MAKE & TYPE: _____

POLICY NUMBER _____

LENGTH: _____

BEAM: _____ DRAFT: _____

(OVERALL BOAT LENGTH INCLUDES SWIM PLATFORM AND BOW PULPIT)

MAST STORAGE: YES/ NO FEE: \$50.00 TAG #: _____

WINTER STORAGE FEES: \$ 2.00 per sq ft (boat length x width) with a \$ 400.00 minimum.
Masts stored off the boat are \$50 extra. **No masts are stored without the boat also being stored.**

Trailer: Yes _____ No: _____ Jack stands: Yes _____ No: _____

Other: _____

Cradle: Yes: _____ No: _____ Service provider: _____

Elmwood Marina mast lift: \$30.00 Yes _____ No _____

Elmwood Marina boat haul: \$50.00 Yes _____ No _____

Price _____ Date Paid _____ Received by _____

Proof of Insurance enclosed: Yes _____ No _____

Please include proof of insurance, sign the reverse side of this contract and return with your check or credit card information.

Full payment is due before the boat is stored at the marina, but no later than Oct. 15.

No boats being stored on the wall are to be put into storage before Sept.24, 2023; no boats for any location after Oct. 31, 2023. Boats, cradles, trailers, masts and shrink-wraps stored on "The Wall" must be removed by May 7, 2024: all others stored in the "West Trailer Lot" must be removed by May 15, 2024. Failure to comply will result in an additional charge of \$20 daily.

**NEW STORAGE
AGREEMENT**

**ELMWOOD CHARTER TOWNSHIP
WINTER / DRY STORAGE AGREEMENT**

THIS AGREEMENT shall be deemed effective on _____
between Elmwood Charter Township, a Michigan charter township, whose address is
10090 E. Lincoln Rd., Traverse City, Michigan 49684 (Township) and _____
whose address is _____

(Boat Owner).

Recitals

- A. The Township currently operates the Elmwood Township Marina located at 13051 SW Bayshore Dr. Traverse City, MI 49684 (the Marina).
- B. The Marina is managed by the Township Harbormaster (the Harbormaster).
- C. Boat Owner desires to store his/her/its boat in dry storage at the Marina following the _____ boating season.
- D. The Township has the dry storage availability at the Marina to accommodate the Boat Owner's boat.
- E. The parties, therefore, desire to specify their respective rights and obligations in this written agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

- 1. The Boat Owner hereby warrants that he/she/it is the legal owner of the boat described below and that the following information is true and accurate:

Telephone numbers: _____

Email addresses: _____

Summer address: _____

Boat make: _____

Boat color: _____

Boat name: _____

Boat model: _____

Boat registration number: _____

2. Boat Information – (Please Fill in)

- Length of Boat: _____ feet Type of Boat: Sail ____ Power ____
- Beam: _____ feet Total Sq Footage _____ (L x W) Weight _____ lbs.
- ____ I Will be using _____ Crane Company to Haul out my boat
- I will be using _____ Cradles _____ Jack Stands _____ Blocking. _____ Trailer
- ____ I will be Hauling out my own boat to be stored in Marina Lots
- Mast Configuration While In Storage (if applicable): UP ____ Down ____
- Mast will be stored on: Boat _____ Mast Racks _____

3. The dry storage shall begin on _____ and shall end on _____, unless the parties agree in writing on alternative dates.

4. The Boat Owner hereby understands and agrees that the Harbormaster in the sole exercise of his or her discretion shall determine the location and methods of the dry storage consistent with the services selected by the Boat Owner in Paragraph 2 above.

5. The Boat Owner hereby understands and agrees that the Township shall charge a per square foot storage fee (boat length x width) of \$ _____ per square foot with a minimum storage fee of \$400.00.

FALL BOAT REMOVAL AND SPRING LAUNCH: \$ _____.
(FEE: Truck - \$80 Crane \$120)

MAST STEPPING & UNSTEPPING: (FEE: \$80) \$ _____.

MASTS STORED OFF THE BOAT: (\$50) \$ _____

TOTAL DUE: \$ _____

6. Based on the services selected in Paragraph 2 above and the fees specified in Paragraph 5 above, the Boat Owner hereby agrees to pay Township \$ _____ as the fees for the dry storage and services. The basic storage fee shall be for the dry storage period specified in Paragraph 3 above. If the storage period is extended by the written agreement of the parties, the Boat Owner shall pay the

Township \$_____ for each additional day of dry storage. The fees for the dry storage and services shall be fully paid before the boat is placed into dry storage, but in no event later than October 15 of the contract year. Failure to make payment in full as required in this Paragraph will be deemed a rejection of this Agreement, and, as a result, the dry storage space will be lost and may be used to store other boats.

7. The Boat Owner understands and agrees that there are risks associated with the dry storage of a boat at the Marina. The Boat Owner agrees that he/she/it is not relying in any way upon the Township or Harbormaster to protect the boat in dry storage. The Boat Owner, therefore, assumes all risks associated with the dry storage of the boat at the Marina.
8. The Boat Owner hereby agrees to comply with the Elmwood Township Marina Winter Storage Rules, which are attached hereto and incorporated herein by reference and which are located on the Township's website. The Township, however, reserves the right, in the sole exercise of its discretion, to revise the rules and regulations at any time. The Boat Owner then agrees to comply with the revised rules and regulations of the Marina.
9. During the term of this Agreement, the Boat Owner shall obtain and maintain insurance coverage for physical damage to the hull of the boat. The hull should be insured to the actual cash value of the boat or in an amount determined by the Boat Owner.
10. Throughout the term of this Agreement the Boat Owner shall obtain and maintain public liability insurance in the sum of not less than FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00) for damages relating to any one person. This insurance policy shall name Elmwood Charter Township as an additional named insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the Township.
11. The Boat Owner shall provide a copy of the certificates of insurance as required in Paragraphs 8 and 9 above and a copy of the currently valid boat registration for the above-described boat to the Harbormaster, if not already provided, at the time the fee payment is made, but in no event later than October 15 of the contract year.
12. To the extent permitted by law, the Boat Owner shall indemnify and hold harmless the Township, its officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of the dry storage of the Boat Owner's boat at the Marina.

13. The parties hereby agree to the following termination and remedy provisions:
- a. The Boat Owner may terminate this Dry Storage Agreement by providing the Harbormaster no less than fifteen (15) days prior written notice of the termination.
 - b. The Township may terminate this Dry Storage Agreement under either of the following:
 - i. For cause if the Boat Owner violates any terms or conditions of this Agreement. If the Boat Owner violates any of the terms and conditions in this Agreement, the Township shall have the option of terminating this Agreement with as few as three (3) days actual notice, or ten (10) days written notice to Boat Owner posted onboard the boat, without waiving any other rights herein.
 - ii. The Township retains the right to terminate this Agreement without cause, at any time, upon ten (10) days written notice to the Boat Owner.
 - c. If this Dry Storage Agreement is terminated under subparagraph a or b above, then any prepaid fees or expenses shall be prorated and any surplus returned to the Boat Owner. The Boat Owner shall then remove the boat from the dry storage by the termination date so noticed. Nothing in this paragraph, however, shall waive any other right the Township has under this Agreement, at law, or in equity.
 - d. If the Boat Owner fails to remove the boat from the dry storage after the termination or expiration of this Agreement, the Township shall be entitled to do any or all of the following:
 - i. Remove the boat from the Marina and store or moor the boat at any location in the Marina or in any commercially reasonable manner, all at the expense and on the account of the Boat Owner, until all the Boat Owner's fees and charges are brought current.
 - ii. Lock the boat in place until all the Boat Owner's fees and charges are brought current.
 - iii. Charge the Boat Owner the then current daily storage rate for so long as the boat remains stored in the Marina until all the Boat Owner's fees and charges are brought current.
 - iv. Exercise any other right the Township may have at law or in equity.

14. Any notice required under this Agreement by either party shall be in writing to the party to be so notified, delivered personally, or sent by certified mail, return receipt requested, to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
15. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
16. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.
17. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
18. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

ELMWOOD CHARTER TOWNSHIP

Date: _____

By: _____
Daniel Jenuwine, Harbormaster

BOAT OWNER

Date: _____

By: _____

Elmwood Township Marina

Winter Storage Rules

- 1) Power Washing is prohibited on Elmwood Township Marina property. This includes the slips, docks and parking lots.
- 2) When doing any type of work on your boat it is required that you use ground cloths, plastic, tarps to lay on the ground under and around your boat in order to collect any residue from drilling, grinding, painting, polishing, sanding, and more.
- 3) All activities such as grinding, sanding, and scraping must have a dust collection system or vacuum collection system that collects, filters and stores dusts and particulate matter caused by your activity.
- 4) Deep in mind that dust, sprays, spray paint, and all aerosols will travel beyond the borders of your boat. If everyone abides, you will be able to keep a clean boat and so will those boats stored close to you.
- 5) Access to your boat while in storage may be limited by snow as snow removal is not possible in the boat storage area.
- 6) For information on how to prepare your area for extensive work on your boat during the off season, please contact the marina office for details on how to build a permissible working area.

Elmwood Township Marina is a designated GREAT LAKES CLEAN MARINA.
(www.gtlcleanmarina.org)

This designation and your participation are helping to maintain a healthy marine environment for the present as well as future generations. Thank you for choosing Elmwood Township Marina to store your boat. Our location makes it easy for you to access your boat and provides for easy haul out and launching.



Transient Slip Cancellation Policy Suggestion

Historical Perspective

- The DNR Reservation System allows boaters to book transient slips at 46 Marinas across the State
- Boaters can go online and reserve a space 6 months to the day prior to arrival
- Boaters can cancel and get a FULL REFUND up until the day of arrival
- Boaters attempting to reserve a transient slip often find no availability and then with this knowledge do not come back to the site to see if there are cancellations
- As a result, Transient Slips often sit empty
- Annual occupancy rate is less than 50% at Elmwood Marina

Elmwood Marina 2023 Transient Slip Occupancy

| Month | # Days | # Slips Days Avail | # Booked | % Booked | # Actually Used | Occupancy % |
|--------------|--------|--------------------|----------|----------|-----------------|---------------|
| May | 31 | 640 | | | 155 | 24.22% |
| June | 30 | 640 | | | 350 | 55.56% |
| July | 31 | 644 | | | 518 | 80.43% |
| August | 31 | 651 | | | 455 | 69.89% |
| September | 31 | 608 | | | 244 | 40.1% |
| October | 31 | 589 | | | 22 | 3.74% |
| TOTAL | | 3772 | | | 1774 | 47.03% |

Elmwood Marina 2024 Transient Slip Occupancy

| Month | # Days | # SlipsDays Avail | # Booked | % Booked | # Actually Used | Occupancy % |
|-----------|--------|-------------------|----------|----------|-----------------|-------------|
| May | 31 | 640 | | | 163 | 25.47% |
| June | 30 | 629 | | | 303 | 48.17% |
| July | 31 | 624 | | | 502 | 80.45% |
| August | 31 | 630 | | | | |
| September | 31 | 608 | | | | |
| | | | | | | |
| | | | | | | |

Options to Increase Occupancy

- Allow boaters to join a mail list that notifies them of cancellations at Marinas of their choice
- Develop a Customer Mail List that advertises to boaters about the availability of Transient Slips to specific Marinas
- Allow Marinas to access Boaters Emails that are interested in their Marina, so they can inform them of last-minute Transient openings
- If boater is looking for a transient slip and is unable to find one at the Marina they are looking at, notify them of availability at a neighboring Marina

Cancellation Fees

- Currently there is no cancellation fee, and a full refund is given to boaters that cancel their Marina reservations up to the day of use.
- Currently the DNR has a cancellation policy in place for reservations made for camp sites. There is a Cancellation fee based on how long the reservation was held.
- Even most Hotels and Motels have a no refund policy if not cancelled prior to 48 hours
- There should be a Cancellation Fee for Transient Slip Reservations that are cancelled

DNR Campsite Cancellation Policy

- **Reducing the number of nights after a camp is established at the park**
- Once checked in at the park, if you choose to reduce the length of your stay a refund will be calculated as a percentage of unused camp night fees based on the number of months the reservation has been held (see sliding modification/cancellation formula below).
- If you check out before 1 p.m., that night's camp fees will be included in the refund formula. If you check out after 1 p.m., that night's camp fees will NOT be included in the refund formula.
- **Modification and cancellation policy**
- You may cancel or modify your camping reservation online at MIDNRReservations.com or by calling 800-447-2757. Please note that the original nonrefundable reservation fee, a cancellation fee and a reduced-stay fee will be assessed.
- Once campsite reservations are made, they cannot be canceled or modified more than five months before the arrival date.
- The following fees will be assessed if you cancel or modify your camping reservation:
 1. **Nonrefundable reservation fee** (paid at the time a reservation is booked): \$8 for reservations made online and \$10 for reservations made through the call center.
 2. **\$10 cancellation/modification fee.**

DNR Campsite Cancellation Policy (continued)

- 3. Reduced-stay fee** (an incremental fee determined by the length of time a reservation is held and the number of eligible nights canceled); see sliding modification/cancellation formula below.
1. If canceled or modified before the arrival date, all unused camp nights are eligible for the reduced-stay fee according to the sliding modification/cancellation formula.
 2. If canceled on the day of arrival or later, the first night's fee and the cost of any nights that have already passed will be charged at the full rate. Any remaining unused nights are eligible for a refund using the sliding modification/cancellation formula.
- Reservations that are canceled on the same day the reservation was created will be assessed the \$10 cancellation/modification fee only.
 - Modifications to reservations that do not affect the length of stay will be assessed the \$10 cancellation/modification fee only.
 - Modifications to reservations that result in an increase in the length of stay will be assessed the additional nights' fees only and NOT the \$10 cancellation/modification fee.
 - Reservations are held until 3 p.m. one day after the scheduled arrival date. Failure to check in within 24 hours of the check-in time will result in a "no-show" status and will incur the loss of two nights' fees, the reservation fee, \$10 cancellation fee and the reduced-stay fee (assessed on remaining unused nights using the sliding modification/cancellation formula).

Proposed Marina Cancellation Policy

- **Reducing the number of nights after a transient slip is reserved at the marina**
- Once checked in at the Marina, if you choose to reduce the length of your stay a refund will be calculated as a percentage of unused transient night fees based on the number of months the reservation has been held (see sliding modification/cancellation formula below).
- If you check out before 11:00 am., that night's transient fees will be included in the refund formula. If you check out after 1 p.m., that night's transient fees will NOT be included in the refund formula.
- **Modification and cancellation policy**
- You may cancel or modify your transient reservation online at MIDNRReservations.com or by calling 800-447-2757. Please note that the original nonrefundable reservation fee, a cancellation fee and a reduced-stay fee will be assessed.
- Once transient slip reservations are made, they cannot be canceled or modified more than five months before the arrival date.

The following fees will be assessed if you cancel or modify your camping reservation:

1. **Nonrefundable reservation fee** (paid at the time a reservation is booked): \$8 for reservations made online and \$10 for reservations made through the call center.

Proposed Marina Cancellation Policy (Continued)

2. \$10 cancellation/modification fee.

3. **Reduced-stay fee** (an incremental fee determined by the length of time a reservation is held and the number of eligible nights canceled); see sliding modification/cancellation formula below.
 1. If canceled or modified before the arrival date, all unused camp nights are eligible for the reduced-stay fee according to the sliding modification/cancellation formula.
 2. If canceled on the day of arrival or later, the first night's fee and the cost of any nights that have already passed will be charged at the full rate. Any remaining unused nights are eligible for a refund using the sliding modification/cancellation formula.
- Reservations that are canceled on the same day the reservation was created will be assessed the \$10 cancellation/modification fee only.
- Modifications to reservations that do not affect the length of stay will be assessed the \$10 cancellation/modification fee only.
- Modifications to reservations that result in an increase in the length of stay will be assessed the additional nights' fees only and NOT the \$10 cancellation/modification fee.
- Reservations are held until 11:00 a.m. one day after the scheduled arrival date. Failure to check in by 10:00 a.m. the day following the scheduled arrival will result in a "no-show" status and will incur the loss of all daily transient fees paid, the reservation fee, and \$10 cancellation fee.

Campground Sliding Scale

| Months reservation held | % of unused nights charged |
|-------------------------|----------------------------|
| up to 2 months | 10% |
| 2 to 3 months | 15% |
| 3 to 4 months | 20% |
| 4 to 5 months | 30% |
| 5 or more months | 40% |

Proposed Marina Sliding Scale

| Months reservation held | % of unused nights charged |
|-------------------------|----------------------------|
| up to 2 months | 30% |
| 2 to 3 months | 45% |
| 3 to 4 months | 50% |
| 4 to 5 months | 60% |
| 5 or more months | 70% |

Why should the sliding scale be different than Campgrounds?

- # of available Transient Slips is far fewer than # of available Campsites
- 13,750 Campsites Vs ___? ___ Transient Slips in Mi
- Options are available to campers to easily switch to other campsites
- Marinas have a smaller window to generate income that campgrounds
- Cost of operations and Cost of Marina infrastructure are significantly greater than a campsite. (Example Useful Life of Piers and cost of replacement Vs Cost of Campsite)

Other Factors affecting ability to reserve Transient Slips

The current system is driven by vessel length and does not allow a boater to search for a larger slip and pay extra for it if they so desire.

Example – The site asks for the size of my boat and then tells me if there is a slip available. I enter that I am looking for a slip for my 30' boat. The system says there are no slips available, however there are 35', 38' 40', and 45' Slips available at a higher price. In many cases a boater would be happy to pay more for a slip than to not have a slip at all. Perhaps the consumer should be told the slip sizes available for the date requested and the cost per size. They could then decide if they wanted a larger slip or not.

Untitled Survey

All Responses

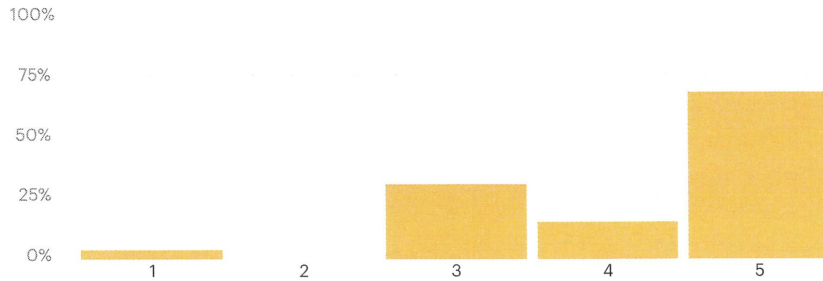
Question 1: How are we doing in meeting your expectations? You found th

ina Bath Facilities Have you found the Marina grounds

Question 1 has 31 answers (Range) Avg rating: 4.2



“How are we doing in meeting your expectations?”



Question 2 has 32 answers (Range) Avg rating: 4.5



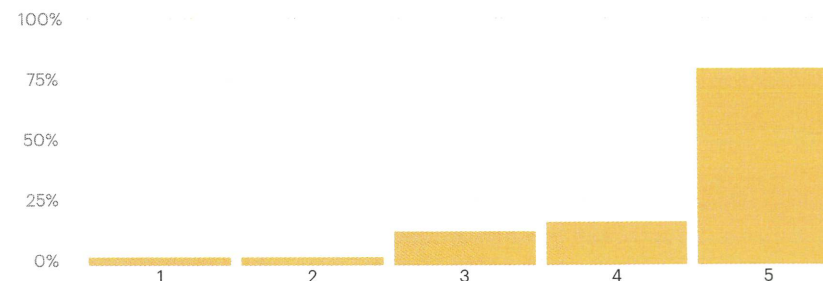
“Have you found the Marina Bath Facilities to be clean? ”



Question 3 has 34 answers (Range) Avg rating: 4.4



“Have you found the Marina grounds to be clean and well kept?”



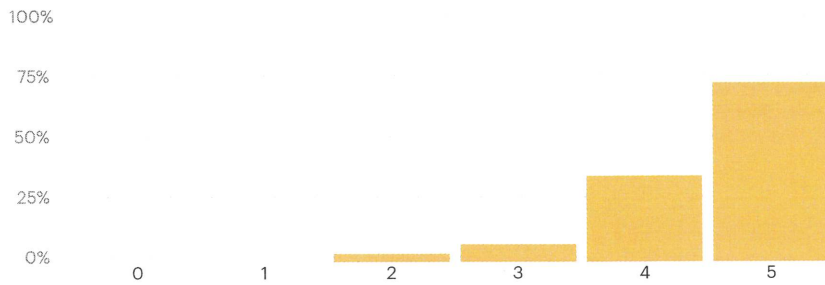
Feedback

“During Cherry Fest and The Blue Angels busy time of the season, did you find the controls put in place to protect slip holder parking effective?”



Question 5 has 34 answers (Range) Avg rating: 4.5 

“Have you found the Marian staff to be knowledgable, helpful, accommodating and able to meet your needs?”



Question 6 has 34 answers (Checkboxes) 

“Has the email communication. thus far proven to keep you informed of issues at the Marina”



Question 7 has 26 answers (Checkboxes) 

“While we continue to find a solution to WiFi availability, have you found the changes made thus far to provide any improvement”



Question 8 has 19 answers (Open Text)

paulworkusa@gmail.com said:

"Wifi has not been a problem for us (C dock).
The new shower building will be a nice upgrade.
How about recycling bins for each dock (cans, etc.)"

wjohng@aol.com said:

"If you know of any effective ways to keep ducks and geese off of my swim platform I would appreciate it hearing about them."

rickvenner@gmail.com said:

"Power Pedestals are getting worse with bugs.
Marginally enough room for bicycles. Big electric bikes with covers take too much space. Modernize bike area for this. "

[Unknown contact](#) said:

"Free Everything"

Question 8: What additional services or changes would you like to see at the Elmwood Marina?

Free Everything

Power Pedestals are getting worse with bugs.
Marginally enough room for bicycles. Big electric bikes with covers take too much space. Modernize bike area for this.

If you know of any effective ways to keep ducks and geese off of my swim platform I would appreciate it hearing about them.

Wifi has not been a problem for us (C dock).
The new shower building will be a nice upgrade.
How about recycling bins for each dock (cans, etc.)

More spider web cleaning on the finger piers.

For what we do you are fine. I Don't think less than \$500.00 per month for WiFi is costly for the entire marina, residential cost \$90.00 per month (but at least it works). CERTAINLY don't charge us extra for a service we don't receive. You are already above the State Maximum.

wood on dock piers is spintering and cracked. Many repairs are needed. Air in the bathrooms would be nice, hopefully in the new ones

Let's see what can be done to keep marina rates reasonable. Also waiting to see what happens with the current proposed insurance policy changes.

The South end dinghy storage and rack usage is difficult. Deploying boats and accessing them is not satisfactory. A real dinghy dock/ ramp would be appreciated.

Easier access to water from dinghy storage area.

We have million dollar view but there is still a snow fence up and over grown weeds over by A Dock. We appreciate you moving the dinghy docks around so we can have a table down there but it seems it is still an over look area.
Thank you

Dock box rental vs. needing to purchase a dock box would be a wonderful benefit. Food truck days where a food truck was staged would also be a fun benefit.

Get the unused dinghy rack out of the end of a dock so we can have our open space back.

The parking lot lights, specifically around the launch should be on a motion sensor. I have heard a lot of complaints from slip holders on C dock. It is very bright at night.

Love this place and the people running it. Thank you for all your hard work and support.

This is a tough one. The launch users need to be educated regarding proper launch flow / operations / etiquette when the opportunity arises.
Two lanes approach the launch, left lane - boats with trailers waiting to launch, right lane - empty trailers coming around to take docked boats out.
Already 3 or 4 times this season I've come around in the right lane with an empty trailer to get my docked boat out, and sat there waiting 2nd or 3rd in line (in the right lane) behind people getting their boats ready to launch. They simply did not to wait in line in the left lane. These line jumpers should be prevented from launching and sent around to get in line in the left lane.

Better spider and spider-web control.

Please add some hooks under windows and near urinals in the public bath.

Please procur a Northern Express paper rack to keep us informed of upcoming events.

It would be appreciated if slip-holders were offered a discount on pumpouts.

Please add additional no wake signage it seems that too many people using the ramp do not understand the rules and safety issue.

Maybe also verbally inform them when helping them launch or taking there payment.

When we are on board we may have kids, pets, disabled guest, cooking ect the other day there was a person doing maintance on thier sail boat 40' up the mast. The wake can not only be annoying but a safety issue.

The noise from the Go- Fast boats is not only disturbing our enjoyment of the peace and quite of being onboard but also can wake us up before we are ready to great the new day.

Please clean electric pedestals inside and out on occasion and ask slip holders to keep thiers up better.

Internet is still a BIG problem.

The spiders have taken over the marina. I do not have any suggestions but hope the staff can find a solution.

It's helpfull to clean up the webs but they come out after dark and are hiding during the day. I have seen dozens on a single pedistal at night.

Overall that being said so far the communication has improved and it sems the staff are making a better attempt to make our home away more enjoyable.

Night time motion lights installed near the boat launch.