



Village of Egg Harbor

Egg Harbor Marina

Procedures and Usage Rules

This publication is also available at www.villageofegg harbor.org and www.egg harbormarina.com

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EGG HARBOR MARINA GENERAL PROCEDURES AND USAGE REGULATIONS FOR RENTERS AND TRANSIENTS

Introduction to the Egg Harbor Marina

The Village of Egg Harbor Marina is wholly owned and operated by the Village of Egg Harbor and is a facility that is open to the public for boating, fishing, and general recreational enjoyment. Boating, fishing, and general recreational enjoyment are hallmarks of the Door County and Egg Harbor experience. As a community the Village encourages water-related activities, and as a municipality strives to make the bay of Green Bay and all waters of the state of Wisconsin accessible and enjoyable for all.

The Village Board has appointed a group of interested and supportive community members to oversee the harbor and marina operation. This group is the Harbor Committee, and it is chaired by a Village Trustee. The Harbor Committee, with support from the village administrative staff and the Marina Manager, review rules and procedures for the safe and efficient operation of the harbor and marina related facilities. The Harbor Committee is also responsible for making policy and operational recommendations to the Village Board of Trustees.

Daily operations of the Egg Harbor Marina are seasonally conducted by the Marina Manager and his/her staff, which may include an Assistant Manager and several Dock Hands.

We are pleased that you have chosen to be a part of our marina community, and we ask that you review the procedures and regulations outlined below. Should you have any questions, please feel free to contact the Marina Manager or Village Administrator.

Obtaining a Slip Lease

There are 3 ways to obtain a slip lease in the Village of Egg Harbor Marina:

1. Be a returning slip-holder from the previous year.
2. Place your name on a wait list and pay the required deposit to the Village office.
3. Be a surviving spouse of a slip renter.

General Procedures and Rules for Slip Assignments, Wait Lists, and Transfers

The operation of the Village of Egg Harbor Marina is governed by Chapter 94 of the Village code of ordinances, **some of** which is printed below for your convenience, and the following usage rules contained in this document. The Village of Egg Harbor controls the assignment of slips through its established rules, procedures, and laws.

The Marina Manager and Village Office administer slip assignments with the oversight of the Harbor Committee. The slip lease is a lease granted by the Village and does not transfer any real

property rights or privileges other than those described in these procedures, usage rules, or Chapter 94 of the Village of Egg Harbor Code of Ordinances.

§ 94.04 ASSIGNMENT OF SEASONAL DOCK SPACE

(A) *Wait List*

- (1) *There will be one wait list*
- (2) A deposit as set by Village resolution is required with each application to place a name on the waiting list
- (3) *Offers and Refusals* Should an applicant decline to accept a slip of the size requested, on their file application, “for the upcoming season,” they will have the choice of being permanently removed or going to the bottom of the wait list. Should an applicant decline to accept a slip offered a second time in a separate season, the Village of Egg Harbor will remove the applicant from the list and the fee will be refunded in full. Offers for the upcoming season will be made as far in advance as possible but no later than February 1st of each year. (note: The intent is once a person on the wait list has ample opportunity to accept an available slip for the upcoming season, and declines, they will not be re-contacted if they leave the list or until the next year if they choose to go to the bottom of the list.)

Offers of a slip assignment, after February 1st of each year, will be considered “offers for the current season” and refusal to accept such an offer will not affect an applicant’s position on the wait list. (note: The intent is persons on the wait list that were not contacted prior to February 1st, because slips were not available at that time, may not have ample opportunity to accept a slip in the current season, and if they decline, will not change position on the wait list for the next year. After the wait list is exhausted, slips will be awarded to new applicants, on a first come first served basis.)

If an applicant declines to accept a slip offer for the upcoming season and chooses to be permanently removed from the wait list, their deposit will be refunded in full.

(B) *Seasonal dock space assignments* at the Egg Harbor Marina shall be assigned according to the following priority system:

- (1) Priority 1 – Current marina tenants shall have first priority to renew their slip for the next boating seasons. Subject to the following restrictions:
 - (a) The ownership of the boat shall remain the same;
 - (b) Not more than one space shall be assigned for any one dwelling unit within the

Village; and

- (2) Priority 2 – Existing marina tenants who want to move location, up in size, or down in size based on marina seniority date.
- (3) Priority 3 – Owners of improved property within the Village of Egg Harbor based on application date. Subject to the following restrictions:
 - (a) The property must be improved with a dwelling unit which is in compliance with Chapter 152 of the Village’s Code of Ordinances, and specifically excludes time shares and resort condos.
 - (b) The ownership of the boat and the title of the property are in the same name or in the name of a spouse.
 - (c) Not more than one space shall be assigned for any one dwelling unit.

To retain a position as a Priority 3, the individual, must at all times, be an owner of improved property within the Village. Should an individual at any time not own improved property after being listed as Priority 3, they will be reclassified as a Priority 4 while retaining their initial application date for seniority purposes.

- (4) All others based on application date.

(C) General provisions for slip assignments.

- (1) Dock space permits shall be assigned to the person whose name appears on the application and for the boat listed. Space shall not be transferred to another person. Permitted space may be transferred to a different boat of the same owner subject to the approval of the Marina Manager. When a larger or smaller licensed space is required, the Marina Manager may give preference to a change.
- (2) The slip lease is considered to be a lease granted by the grace of the Village and not a leasehold interest or any other right or interest. The slip holder shall forfeit the lease upon the breach of conditions imposed by the procedures in that the lease is granted pursuant to the municipality's grace and pursuant to the conditions of these procedures being fully honored by the leaseholders.
- (3) Applications for dockage shall be submitted by November 1st. The balance shall be paid by April 30th. Current insurance certification or declaration page and a copy of the boat registration or documentation in the tenants name must be on file as of April 30th, unless in the process of purchasing a vessel, then it must be on file before the boat is docked in the Harbor. Dockage will be forfeited and reassigned if payments and required paperwork are not received by the deadlines. The \$500 deposit will also be forfeited.

- (4) Slips will only be rented to an individual or married couple. Slips will not be rented to businesses, trusts, corporations, partnerships, or other entities. The Village will recognize that a properly executed long term lease (at least one full season) is a form of ownership so long as it names the applicant as the lessee. All other conditions remain the same.
- (5) A surviving spouse may keep the deceased spouse's slip and/or wait list priority. A divorce will require an agreement from both parties defining who shall receive the slip or wait list assignment. If an agreement cannot be reached, the slip lease will be terminated at the end of the current season.
- (6) Marina tenants may not assign, transfer, sell, or otherwise pass on their slip rental privilege. Slip rental privileges are not tied to boat sales or transfers, inheritances, business sales, or partnership changes. Should such boat ownership transfers occur, the new boat owner will be offered a slip only on the basis of their wait list ranking. Purchasers of boats or boat partnership shares for vessels in the Egg Harbor Marina have no inherent slip rights with the boat purchase.
- (7) Marina tenants may not sublet their slip, and the vessel in the slip must be registered to the marina slip holder. Current registration or documentation and proof of insurance are required for all seasonal slip holders' boats in the marina. Boat changes must occur within the leased slip and with the Marina Manager's approval; such approval shall not be unreasonably withheld.
- (8) All slip transfers shall be based on priority and longevity. Marina tenants may not force transfers by purchasing larger boats and requesting a larger slip. If a larger boat is purchased, there is no implied suggestion that space, even transient space, will be available for the new boat. The original slip fees will not be subject to refund except as in 94.05 (B) below.
- (9) It is expected that tenants will occupy their slips. At the discretion of the Harbor Committee, slip privileges may be terminated if non-occupancy of a slip for an entire season occurs.
- (10) Seasonal slip leases commence May 15th and shall expire on October 15th each year. However, slip holders may occupy their slips from May 1st through October 31st unless otherwise in writing for no additional charge. Boats left in the marina beyond October 31st may be removed at the owner's expense.

- (11) Boats assigned for seasonal slip rental shall appropriately fit into the slip assigned, inclusive of attachments fore and aft. Vessels in violation by more than one (1) foot may be cited for non-compliance, moved, and/or charged additional fees. The marina manager may consider exceptions on a slip by slip basis so long as the fairways remain well open with no unusual incursions by any boat or attachments. If permission is granted, appropriate fees for additional boat and attachments length will be billed.
- (12) The Village Board may assign slips for specific purposes that are not included in the procedures or priorities. The Village reserves the right to assign boat slips and broadside dock ties for the safe and efficient operation of the marina. The Village may require a slip change, at any time, if the situation warrants. The Marina Manager may move a vessel from one location to another, with or without notice, for the safe and efficient operation of the marina.
- (13) All disputes on slip assignments will be settled by the Harbor Committee at the next regular or special meeting. The Village reserves the right to terminate all slip rental agreements should these policies and procedures be violated. The Village may also terminate slip rental agreements for violation of procedures, ordinances and non-payment of fees.
- (14) If an administration decision is disputed by an applicant or a lease holder, it may be appealed to the Harbor Committee at their next regular or special meeting, in person or in writing. The applicant may seek redress from the Harbor Committees decision at the next regular Village Board Meeting only when a loss of deposit or slip lease is involved.
- (15) The Harbor Committee may terminate the dock space license to any person who gives false information.

(D) Additional Leaseholder Requirements

- (1) Tenants must inform the Marina Office when they expect to vacate their assigned slip for one night or more. The Village reserves the right to rent out an assigned seasonal slip on a transient basis when a tenant's slip is vacant. Lost revenue, from non-compliance by tenants, is not acceptable to the village. Repeated non-compliance may result in a tenant being billed for lost revenue or in extreme cases, may result in the loss of the slip.
- (2) Non-occupied slips will be rented to transients. If a non-occupied slip is being rented to transients on a long term open basis (greater than 1 week), the slip holder must give the Marina Manager 24

hours notice prior to returning to the slip. During July and August, a tenant who does not notify the marina they will be returning at least 24 hours in advance, may find the marina is full.

(E) Additional Regulations For Transients

- (1) Visiting boats assigned for transient slip rental shall fit appropriately into the slip assigned inclusive of all attachments fore and aft. The Marina Manager may consider assignment exceptions so long as fairways remain well open with no unusual incursions by the visiting boats.
- (2) No boat, dinghy, or jet ski may enter the marina and occupy any slip, finger pier or wall slip, without coordinating with the harbor staff. Generally, dinghies will only be accommodated at the “dinghy dock” on the south wall of the marina. Transients must contact the harbor staff by radio, telephone, or in person before tying up and/or leaving their boat unattended. Unapproved, unattended boats may be moved and a fee charged if the situation warrants. The village is not responsible for the damage to unattended boats for any reason.
- (3) Reservations are encouraged! No slip will be “reserved” without a credit card guarantee. Credit cards will not be charged until the boat arrives at the harbor or at the time of checkout. “No Shows” will also be charged unless the reservation is cancelled at least 24 hours in advance or the weather prevents arrival. If a reservation holder finds they cannot make it to Egg Harbor on account of bad weather, they must call and cancel as soon as possible. Check-in time is 2 PM and check-out time is 11 AM. Early arrival may be approved by the harbor staff, but is not assured. Late departure may be approved by the harbor staff, but is not assured and a fee may be charged.
- (4) A transient renter may occupy a transient slip for no more than 10 days of any consecutive 14-day period. Based upon availability, the Marina Manager may relocate the transient renter to another available slip. The specific intent of this provision is to prohibit long-term rental of transient slips as seasonal dockage. (Exception: at the end of the season, the marina manager may lease any available slips for more than 10 days in conjunction with efforts to keep the marina as occupied as possible.) (Note: The intent is to encourage use of the marina after Labor Day and may include reduced rate plans and unlimited stays until October 31st.)
- (5) If an unauthorized boat ties up without notifying the Egg Harbor Marina, fees will be charged for all the time accrued for the duration of the stay in the Marina.
- (6) Transient customers who willfully violate marina policies and

procedures or who deliberately misstate their vessel's length overall in order to obtain a slip or who operate in a hazardous or reckless manner while visiting Egg Harbor Marina may be prohibited from future use.

§ 94.05 DOCKAGE AND LAUNCHING

(A) *Schedule of fees.* The following fees shall be set by Resolution of the Village Board annually.

- (1) Seasonal Dockage
- (2) Transient Dockage
- (3) Boat Launching
- (4) Shore side Services
- (5) Promotional fees (Launch fees prior to Memorial Day, end of season promotions, and similar)

(B) *Refunds.* In general, no refunds of yearly earnest deposits or paid slip fees shall be given after a slip has been assigned for the season. If the situation warrants, the marina manager may prorate a refund to the tenant, if the slip is rented for the remainder of the season from the date the new tenant occupies the slip. The Harbor Committee will review all proposed refunds before they are paid out. In no case will the Village suffer a net loss.

(C) *Launching and Recovery* Unlimited launch and recovery of boats occupying slips, including transients, is permitted, but only for the vessel that is currently documented for that slip or a current transient vessel. Other vessels owned by slip holders or transient renters are not included. A separate daily or seasonal pass is required for each and every separate vessel.

§ 94.06 USAGE REGULATIONS FOR SEASONAL SLIP HOLDERS AND TRANSIENTS (All Lessees)

*In order to provide an inviting atmosphere for boat owners docking at the Village of Egg Harbor Marina, the following rules and regulations have been developed. Please read them carefully and comply with them completely to avoid any embarrassing situations. **Failure to comply with the regulations may result in lease termination and the loss of fees.***

All persons are responsible for the safe and courteous operation of their vessel. Negligent or reckless operation of a vessel, that causes danger to the life, limb, or property of any person, in the marina, is not acceptable. Lessees are expected to comply with DNR publication PUB LE 301210, or subsequent edition, "***Boating Regulations and Handbook***". This publication is available on-line: <http://dnr.wi.gov/>.

- (1) For the safety and peace of mind of all users, operators are expected to

maneuver their vessels proficiently. Boats may enter a slip “stern first” only if the operator is skillful enough to do so on a routine basis. “Bow first” docking will be mandatory if continuous maneuvering difficulty is observed or if winds are strongly unfavorable.

(2) Sailboats must use auxiliary power inside of the marina confines. They cannot be “under sail”. Small sailboats, under 16 feet, may paddle or scull out of and into the marina with their sails hoisted but luffing. Sail power must not be used until well clear of any occupied end piers.

(3) All lessees, not the marina staff, will be responsible for the safe and proper tie-up of their boats in their assigned slips using appropriately sized and numbers of dock lines and fenders. Check your line inventory and position your fenders before entering the marina. Before leaving the marina, be sure your boat is properly moored, fenders are in position, doors, and hatches, and canvas enclosures are closed and secure. Sailboat halyards should be tensioned in such a way to prevent loud banging in the wind.

(4) All persons must conduct themselves with discretion. Give consideration to your fellow boaters. The hours of 10 PM until 7 AM are considered “Quiet Time”. Lessees are responsible for the conduct of their guests and children. It is strongly suggested that young children wear PFD’s when on the floating piers of owner’s boats.

(5) The floating piers are public walkways and should be kept clear of boat gear, inflatables, bicycles, picnic equipment, chairs, tables, ladders, boarding platforms and similar obstructions for public safety and access. Ladders or boarding platforms must be stored onboard or in a dock box when not in use. Shore power lines should not create a trip hazard. Charcoal grilling is never allowed on the wooden piers.

(6) No attachments can be made to the piers, without the approval of the Marina Manager. This includes special mooring devices, line holders, fender holders, etc. If there is objection to this policy, the issue will be decided by the Harbor Committee.

(7) The marina has a one slip, one boat policy. Rafting is permitted only if approved by the Marina Manager and a fee will be charged. As policy, dinghies, (a small craft usually towed or carried on a vessel) especially dinghies with outboard engines attached or hard sides, and jet skis, are not permitted in slips beside, in front of, or behind a slip renter’s boat. Exceptions must be approved by the Marina Manager, and reviewed by the Harbor Committee, on a case by case basis. In any event, a dinghy approved to remain next to a renter’s vessel will be present for a short term only. Dinghies should be stored on the rack provided or tied up at the “dinghy dock”.

(8) The speed limit inside and within 100 feet of the marina, will be DEAD SLOW/NO WAKE. No Exceptions!

(9) No swimming, water skiing, or racing will be allowed within the marina. Swimming and diving is not allowed to or from any part of the marina.

(10) No skateboarding, rollerblading/skating or bicycling (except for harbor staff bicycles) is permitted on the floating docks, breakwater, or plaza. Running is not permitted in the marina. Jogging is permitted on the break wall promenade so long as it is not a hazard to other users.

(11) A trash dumpster is located on the north side of the restrooms for your convenience. Please do not leave trash bags on the docks or in the small receptacles on the marina grounds.

(12) The Village of Egg Harbor will not be responsible for the damage or theft of the lessee's property or boat, regardless of the cause.

(13) Pets are allowed on the floating piers and other designated areas but only to and from assigned slips while on a maximum of a ten foot leash. Pets are not allowed on the break wall and must not create a nuisance. Owners must clean up after their animals and be mindful that the marina is a public park, not a pet park.

(14) Vehicles must be properly parked in the spaces provided at the marina. Improperly parked vehicles may be ticketed or removed at the owner's expense. Check with the Marina Manager if parking an oversized or unusual vehicle. If a vehicle is to remain for more than three days, notify the Marina Manager. Overnight trailer parking is not available at the marina.

(15) Work on boats, trailers, motors, etcetera is limited to very minor repairs only. Power sanding, spray painting, grinding, overhauling or other major maintenance or repair activities that cause dust particles, noise, vapors, or odors to be emitted near other boats or cars is prohibited. If major maintenance must be done to make a boat operable, notify the Marina Manager.

(16) The Egg Harbor Marina is a No-Discharge Zone (NDZ) which prohibits the discharge of sewage (whether treated or untreated) from any vessel. Tenants are encouraged to inspect their Marine Sanitation Devices aboard their vessels annually.

(17) Vessels being launched for the first time after being winterized are prohibited from "blowing out" antifreeze in the marina.

(18) The discharge of contaminated bilge water is prohibited. Contaminated bilge water must be captured with absorbent pads and disposed of properly.

(19) The Harbor Committee reserves the right to terminate a slip rental agreement should these policies and procedures be violated. The Harbor Committee may also

terminate slip rental agreements for violation of procedures, ordinances, careless or reckless boating, and nonpayment of fees.