



May 15, 2019

City Council Meeting of May 21, 2019  
Subject: Catamaran Mooring at Ross Park

The Honorable Mayor  
and  
Members of the City Council

Ladies and Gentlemen:

At the January Work Session, the City Council gave direction to allow catamaran mooring at Ross Park. Staff is requesting City Council approve an annual fee of \$200 to moor a boat. Boaters must also fill out and sign the attached application and waiver releasing the City from any liability.

Respectfully submitted,

Mark C. Meyers  
City Administrator

MH  
Attachment

Administration/City Clerk (231) 798-4391	Assessing Division (231) 799-6806	Building Division (231) 799-6801	Finance/Treasurer (231) 799-6805	Fire Prevention (231) 799-6809	Fire Department (231) 798-2255
Parks/Recreation (231) 799-6802	Planning/Zoning (231) 799-6800	Police Department (231) 733-2691	Public Works (231) 799-6803	Streets Division (231) 798-2156	Water/Sewer (231) 799-6804

RESOLUTION

WHEREAS, the City Council of the City of Norton Shores has approved catamaran mooring at Ross Park,

NOW, THEREFORE, BE IT RESOLVED that the Norton Shores City Council establishes the fee of \$200 per year for the rental of one catamaran mooring slip at Ross Park from April 15 through October 15.

At a regular meeting of the City Council of the City of Norton Shores, held at the Norton Shores Branch Library, 705 Seminole Road, on the 21<sup>st</sup> day of May 2019 the foregoing resolution was moved for adoption . The motion was supported by .

Ayes:

Nays:

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Shelly Stibitz, City Clerk



## Internal Memo

January 16<sup>th</sup>, 2019

TO: Mark C. Meyers, City Administrator

FROM: Michael D. Huston, CPA, Finance Director & Parks and Rec. Superintendent *M.D.H.*

SUBJECT: Proposed Catamaran Mooring at Ross Park Beach

A resident has approached the City and has inquired if we would be interested in mooring catamarans at Ross Park. The City of Muskegon is no longer allowing mooring on Muskegon Lake. We met with City of Muskegon officials and they explained that the mooring of the catamarans on the beach located between Harbor Town and the Muskegon Channel was not being allowed starting in 2019. The MDEQ was having issues with the catamarans being placed in critical dune areas, which is not permitted. The beach at Ross Park does not have critical dunes, but the moorings would have to avoid being placed in the wetland areas.

The City of Muskegon also has offered to give us the moorings from their beach and we would be able to accommodate 10 boats and still have enough beach for other boats and beach goers. The City of Muskegon charged \$400 per boat per year and would have the boat owners sign a waiver making them 100% liable for their equipment while on the beach. The only cost to our City would be the initial installation of the moorings and the Parks and Recreation staff would be able to do that.

I am not sure how much interest there is out there, but staff believes this would add value to the beach at very little expense. We're seeking City Council's approval on this type of use of Ross Park Beach. I will be available at the January 22nd, 2019 work session to answer any questions.



**City of Norton Shores**  
**Parks & Recreation Dept.**  
4814 Henry Street  
Norton Shores, MI 49441  
231-799-6802

**City of Norton Shores Application for Rental**

Date \_\_\_\_\_

**SLIP INFORMATION**

Rental Amount Due \_\_\_\_\_ Slip Number Assigned \_\_\_\_\_

Amount Paid \_\_\_\_\_

(All balances due June 1 of the year for which application is made.)

**CUSTOMER INFORMATION**

Customer Full Name \_\_\_\_\_

Spouse's Full Name (if applicable) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone No. \_\_\_\_\_ Work/Cell No. \_\_\_\_\_

Email address \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Home Phone No. \_\_\_\_\_ Work/Cell No. \_\_\_\_\_

**BOAT INFORMATION**

I (we) hereby make application for use of a slip from April 15 to October 15, of same year, for:

Type of Boat \_\_\_\_\_ Overall length \_\_\_\_\_

Brand \_\_\_\_\_ M.C. # \_\_\_\_\_

Please read and sign Rules and Regulations on back page.  
Return original copy of signed application with payment to the City of Norton Shores. Thank You

**PLEASE SIGN AND DATE THE REVERSE SIDE**

**Subject to applicable Rules and Regulations for the space requested and to the following conditions: (deletion or addition of any words will VOID the contract.)**

1. The City of Norton Shores, its agents, and/or employees shall not be liable either jointly or separately for damage to persons or property while the same are within the geographical limits of Ross Park or adjacent/nearby City of Norton Shores mooring areas, occasioned by fire, explosion, theft, collision, acts of God, or any other cause.
2. The applicant agrees to indemnify the City of Norton Shores, its agents, and/or employees of, from any claim for loss and/or damage to persons or property arising as a consequence of the use, occupancy, or possession, of Ross Park or adjacent/nearby City of Norton Shores mooring areas or any part thereof, by applicant or any other person who shall be present in these areas by invitation, request, order, permission, or license of the applicant. Guests, relatives, and members of the applicant's immediate family shall be presumed to be within the limits of Ross Park or adjacent/nearby City of Norton Shores mooring areas at the request or permission of the applicant.
3. The City of Norton Shores shall have a lien on the above-described boat for any unpaid fees or charges under the terms of this agreement, and the City of Norton Shores shall have the right to possess said boat and to dispose of the same and to satisfy any unpaid fees or charges in accordance with the provisions of applicable governmental laws.
4. The applicant shall remove the boat or cause the same to be removed from Ross Park or adjacent/nearby City of Norton Shores mooring areas, within fifteen days after the expiration of this agreement. Applicant will be assessed reasonable rental and any special charges or costs incurred by the City of Norton Shores as a result of failure of the applicant to remove the boat from said areas within said fifteen days. The City of Norton Shores shall have the lien upon the above-described boat for these charges; the lien to be enforced in the manner prescribed in paragraph 3, above.
5. The City of Norton Shores, through its agent, shall have the right to terminate this agreement at any time, without cause, by giving the applicant twenty-four (24) hour notice, in writing, prior to such termination. When an agreement is terminated in this manner, applicant shall be entitled to a pro-rata refund of rental fees advanced. No refund shall be made of the termination of this agreement is due to applicant's violation of any applicable rules and regulations or failure to comply with any of the conditions stipulated herein.
6. Ownership of any watercraft moored under the permit granted through this application will be assumed and accepted by the undersigned applicant as owner or agent of the owner.
7. Falsification in completing any portion of the application can lead to immediate cancellation of the permit.
8. Deposits are non-refundable.
9. Any request for a refund must be in writing. Refunds (not deposits) in the full amount will be issued before April 15. All other refunds will be pro-rated on a monthly basis until July 15. After July 15, no refunds will be issued.
10. The City of Norton Shores reserves the right to assign, or reassign, boats to mooring posts.

***I swear that the above statement is a true and accurate statement of the facts, and further agree to comply with the applicable rules and regulations and the above conditions of this application. I have also received and read the Ross Park Rules & Regulations.***

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Signature of Applicant

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Date of Application