

Harbor Commission

Regular Meeting Agenda

Tuesday, August 18, 2015, 5:30 p.m.
Council Chambers, South Haven City Hall



City of South Haven

Please note that the meeting will be held in South Haven City Hall, Council Chambers.

1. Call to Order

Roll Call: Chairman Jeff Arnold, Vice-Chairman Mary Stephens, Cathy Pyle, Tim Reineck, Alan Silverman, Tim Stegeman, Greg Sullivan.

2. Approval of Agenda

3. Approval of Minutes: July 21, 2015 Regular Meeting

4. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

5. Tour Boat Amendment

6. Marina Rates 2016

7. Capital Improvement Plan 2016

Member and Staff Comments

Adjourn

RESPECTFULLY SUBMITTED,
Paul VandenBosch
Secretary, Harbor Commission

SOUTH HAVEN CITY HALL IS BARRIER FREE AND THE CITY OF SOUTH HAVEN WILL PROVIDE THE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES FOR PERSONS WITH DISABILITIES, SUCH AS SIGNERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE MEETING TO INDIVIDUALS WITH DISABILITIES AT THE MEETING UPON SEVEN (7) DAYS NOTICE TO THE SOUTH HAVEN CITY HALL.

Harbor Commission

Regular Meeting Minutes

Tuesday, July 21, 2015, 5:30 p.m.
Council Chambers, South Haven City Hall



City of South Haven

1. Call to Order

Present: Pyle, Reineck, Stephens, Sullivan, Arnold

Absent: Silverman, Stegeman,

Also present: John Marple, Marina Manager

2. Approval of Agenda

Motion by Pyle, second by Sullivan to approve the July 21, 2015 regular meeting agenda as presented.

All in favor. Motion carried.

3. Approval of Minutes: May 19, 2015 Regular Meeting

Motion by Sullivan, second by Pyle to approve the May 19, 2015 regular meeting minutes as written.

All in favor. Motion carried.

4. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

None at this time.

4a. Reports

VandenBosch reviewed the reports. Noted some record revenues and lean expenditures. Noted staff is still working on a dredge permit for the turning basin; need to find another location to put dredge spoils.

VandenBosch reviewed a handout that he distributed before the meeting, noting it is a snapshot of our grant application progress.

VandenBosch noted that three grant applications were denied and will probably be included in a new five-year plan.

Sullivan asked about \$20,000 that was to be transferred to the River Maintenance Fund. VandenBosch noted that the transfer is not included in the report because the report is intended to show expenses from business operations, to allow for a better understanding of the marina as a business. The transfer is being made to the River Maintenance Fund. Discussion ensued regarding Downtown Development Authority (DDA) transfer to the River Maintenance Fund.

5. Fish Cleaning Station Grant Application, Concept Plan

VandenBosch explained that we have a concept sketch for the Fish Cleaning Station grant application. The paving will be coordinated with the Downtown Development Authority (DDA) project to build a parking lot adjacent to this site. This sketch does not include the driveway improvements because that grant was denied; staff will continue to try to get funding for driveway improvements and expects to reapply for driveway funding in the future.

VandenBosch pointed out the fish cleaning station elevations included in the packet; the proposed fish cleaning station implements a different method of disposal of fish remains than the city has used before. The current type of fish cleaning station incorporates a grinder which grinds up the remains and sends them into the sewer system. This process is based on the Manistee example which includes storing fish remains in barrels in a cooler which will subsequently be hauled away and recycled into cat or pig food. Discussion ensued regarding the maintenance issues and downtime involved with the fish grinder.

Reineck said they had a presentation at Steelheaders last month by a speaker who is a professor from Michigan State University. The topic was commercial fish production; one of the comments the speaker made was about pelletized fish food, which he says is a high demand item. This would be a resource rather than a waste product to be disposed of. VandenBosch said we are currently looking for someone who will haul it away and they can have all of the fish remains they haul. Staff priced out paying someone to haul it away. If we have to send the fish remains to a landfill it will be about sixty-seven dollars (\$67) per month, assuming two (2) barrels a week. This is the worst case scenario. Perhaps eventually fish remains will be seen as a resource instead of a detriment and someone will haul it away for free.

VandenBosch noted this station includes water sprayers that come down from the roof, eight tables and two public restrooms.

Stephens commented that looking at the floor plan and comparing with the last plans we looked at, the previous plans did not include restrooms. VandenBosch said that the city is looking at handicap accessibility and adding restrooms to our facilities. The restrooms in the fish cleaning station can also be used by cyclists; people parking near there to go to the

downtown; it will be an asset to the Kal-Haven Trail being the first public flush toilets available to bicyclists coming into town.

Pyle related that with the current numbers of people showing up at our boat launches, one of the biggest complaints we get is about restrooms. VandenBosch asked if it is because there are too many people for the facilities or that people just do not like the facilities at the boat launch. No conclusion was reached in the ensuing discussion.

Pyle noted she is firmly in support of this fish cleaning station and asked if the station will be manned overnight to which VandenBosch responded that it should be opened at night. "The Manistee model has someone who volunteers and cuts the fish for a donation; the volunteer also periodically moves the barrels into the cooler and cleans things up. The city may try to do that or we may just have someone come in on a regular basis and move the fish into the cooler."

Stephens asked what the storm improvements are which are included on page fifteen (15) of this document. VandenBosch said that would be parking lot drainage, noting that the city is not planning to do this as pervious pavement, which is extremely expensive. VandenBosch also noted that there will have to be a culvert underneath the drive entrance and that is also part of "storm improvements." There will probably be a drain in the parking lot that will drain to the ditch, according to VandenBosch. We have had comments in favor of pervious pavement but it is very expensive. Stephens asked if this money comes from the Cash & Investments balance to which VandenBosch responded, "Yes and we may have to borrow some." VandenBosch also noted the estimates are intended to be high, perhaps ten (10) to twenty (20) percent high if construction costs do not rise too much.

VandenBosch noted that this grant request will be going to City Council either the first or second meeting in August. The application is due August 21, 2015 at the Great Lakes Fisheries Trust. VandenBosch stated that one action this board could take is to recommend this item to City Council.

Pyle asked if this is an open air concept to which VandenBosch responded "Yes, it is, but it can be locked. There is very little to damage and there is no way to clog up the fish grinder; it might be able to be a twenty-four (24)-hour operation." Arnold asked if restrooms would be locked in the off-season. VandenBosch said he does not think the fish station restrooms are heated so will have to be winterized and closed during the winter.

Stephens asked if somebody does make a motion, whether something about the re-use of the fish offal should be included. Pyle asked if VandenBosch had contacted Bob Filbrandt about whom he uses to which VandenBosch stated that he had not. Stephens said she likes Reinert's suggestion from the Michigan State person and thinks that should be pursued.

Motion by Reineck to accept the fish station plan as proposed and recommend it to City Council. Second by Pyle.

All in favor. Motion carried.

Member and Staff Comments

Stephens: Had a question about the cruise ship dock, as quoted in the newspaper. VandenBosch noted that the city received the Department of Environmental Quality (DEQ) permit this week and have started to talk about putting the electric pedestals in; that Chad Bard is still working on getting approvals from the coast guard for the tour boat. The city will not have the pedestals in for at least three (3) weeks because we have to bid it out. Stephens asked if the city is waiting for Chad's approval to which VandenBosch responded, "No, because those pedestals can be useful for many different events and reasons."

Pyle: Asked whether VandenBosch has a final update on where the bridge stands. VandenBosch said he has not heard anything more about raising of the lights or about the green-red lights. VandenBosch explained that the Coast Guard only allows the lights to be shown green when the bridge is in the full up position. However, we hardly ever open it completely vertical because it takes longer to get it from full vertical to the down position. With traffic backups the bridge tenders usually bring the bridge back down before the full upright position is achieved. The light always stays red due to that price and does not turn green. Because Coast Guard regulations require that, boaters often have questions about going through a red light, which is natural. VandenBosch noted there may be something the bridge operators can do to override that but VandenBosch does not know if the bridge tenders are doing that now.

Adjourn

Motion by Pyle, second by Stephens to adjourn at 6:03 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Marina Fund Revenue

Marina Fund Revenue
As of July 31, 2015

Fiscal Year Ending in	Revenue		Operational		Net
	Seasonal	Transient	Total	Expense	Revenue
2003	259,840	166,084	425,924	403,463	22,461
2004	280,151	167,907	448,058	429,353	18,705
2005	282,245	170,944	453,189	479,287	-26,098
2006	300,819	173,817	474,636	517,881	-43,245
2007	343,171	170,869	514,040	471,088	42,952
2008	368,408	168,362	536,770	493,906	42,864
2009	377,955	166,674	544,629	492,039	52,590
2010	350,635	161,584	512,219	485,399	26,820
2011	314,270	140,546	454,816	521,900	-67,084
2012	330,660	151,046	481,706	427,390	54,316
2013	377,199	89,267	466,466	599,418	-132,952
2014	402,337	154,894	557,231	535,339	21,892
2015	432,603	151,348	583,950	419,246	164,704
2016	0	44,362	44,362	31,413	12,949

NOTES ON OPERATIONAL EXPENSES:

Operational Expense does not include depreciation of approximately \$133,000 per year.
Operational Expenses do not include large construction expenses.
Operational Expenses do not include the annual transfer to the River Maintenance Fund of approximately \$21,080 annually.

Operating Expense excludes reimbursable dredging costs

	Seasonal Marina Revenue												Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	58,007	147,702	34,975	42,960	23,115	-3,846	6,199	1,554	703	1,100	22,348	19,285	354,102
2008	60,795	185,520	32,325	36,210	19,130	16,761	820	50	0	6,550	26,799	900	385,860
2009	44,784	185,069	32,390	25,955	31,150	23,488	843	50	850	900	27,990	1,000	374,469
2010	13,035	218,460	41,530	20,235	5,050	20,692	0	434	350	200	29,812	1,000	350,798
2011	43,222	157,210	38,473	31,230	12,498	-158	800	1,950	400	1,100	17,625	8,865	313,215
2012	31,810	178,650	44,840	14,750	31,795	-1,925	0	200	1,050	3,940	11,420	850	317,380
2013	29,476	169,790	80,125	37,555	28,362	14,431	0	0	750	7,735	7,300	7,545	383,069
2014	328,765	5,389	22,415	950	13,080	8,408	3,918	4,814	12,360	10,495	5,300	6,481	422,375
2015	359,425	1,345	16,760	9,510	2,135	60	0						389,235

	Transient Marina Revenue												Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	0	0	0	8,528	11,494	39,340	56,647	48,986	10,983	1,553	-41	0	177,490
2008	0	0	0	11,657	8,957	29,620	53,315	53,501	11,385	630	0	0	169,065
2009	0	0	0	11,972	10,994	24,877	55,645	39,835	22,176	1,301	0	0	166,800
2010	0	0	0	8,445	9,029	25,154	52,730	40,107	8,654	1,299	0	0	145,418
2011	0	0	0	373	16,162	21,221	47,565	41,459	12,635	515	0	0	139,930
2012	0	0	0	4,684	12,448	31,740	40,344	21,935	4,392	0	-267	0	115,276
2013	0	706	3,502	2,466	3,689	12,501	33,066	40,527	17,724	843	359	542	115,924
2014	2,236	4,453	5,894	6,520	10,785	31,946	42,313	40,590	9,691	816	0	1,780	157,023
2015	2,829	7115	7,571	7,319	13,530	17,793	44,362						100,519

Black River Park Revenues

Black River Park Revenue
As of July 31, 2015

Fiscal Year Ending	Boat Launch & Parking fees	Seasonal Launch Permit	Seasonal Dock	Transient Dock	Revenue Total	Operational Expense	Net Revenue
2007	84,563	9,480	42,544	10,471	147,058	90,412	56,646
2008	96,484	11,143	37,896	10,053	155,576	97,145	58,431
2009	93,239	9,240	37,261	11,922	151,662	99,992	51,670
2010	84,432	9,249	38,478	10,183	142,342	90,883	51,459
2011	66,393	8,658	42,038	3,859	120,948	113,430	7,518
2012	73,619	10,711	55,134	10,097	149,561	129,949	19,613
2013	71,440	9,150	47,844	10,980	139,414	102,155	37,259
2014	85,510	12,987	47,487	10,550	156,534	143,867	12,667
2015	43,770	8,504	101,265	8,961	162,500	96,753	65,747
2016	16,800	725	0	933	18,458	5,100	13,358

Note: Operational Expense does not include depreciation of approximately \$50,000 per year.
Operational Expenses do not include large construction expenses or Transfer to River Maintenance Fund of approximately \$5,800 annually

Boat Launching & Parking Fees Revenue													Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	0	0	0	1,289	4,160	7,725	13,459	7,941	5,917	1,808	0	0	42,299
2008	0	0	0	831	2,768	5,172	11,030	10,046	4,709	2,170	0	0	36,726
2009	0	0	0	370	3,378	5,558	10,738	7,704	8,311	812	0	0	36,871
2010	0	0	0	527	6,102	4,284	13,972	11,844	2,799	2,186	0	0	41,714
2011	0	0	0	126	4,301	6,870	19,145	10,345	7,373	1,221	0	0	49,381
2012	0	0	0	0	7,000	10,050	19,667	9,346	4,702	2,376	1,031	112	54,285
2013	56	0	91	637	3,671	6,154	14,069	12,964	4,874	3,081	14	0	45,611
2014	0	0	0	866	5,519	6,100	11,176	13,249	5,160	1,243	0	0	43,313
2015	0	0	0	1,149	5,189	6,604	16,800						29,742

Launching - Seasonal Permit Revenue													Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	0	0	0	2,261	4,157	2,749	1,453	0	0	0	0	0	10,620
2008	0	0	0	1,885	3,743	2,972	1,620	0	0	0	0	0	10,220
2009	0	0	0	2,770	4,924	2,608	640	0	0	0	0	0	10,942
2010	0	0	0	1,370	7,158	1,015	1,546	0	75	0	0	150	11,314
2011	0	0	0	610	75	1,403	1,222	0	0	75	0	0	3,385
2012	0	0	0	600	6,620	1,580	1,200	0	0	-270	0	0	9,730
2013	0	100	400	2,400	3,900	3,250	1,050	200	50	0	0	100	11,450
2014	100	75	175	1,875	4,500	2,425	1,275	250	0	0	0	100	10,775
2015	0	75	75	1,629	1,850	3,250	725						7,604

Seasonal Dock Revenue													Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	9,140	27,530	6,155	11,695	12,270	5,762	0	0	250	400	5,200	4,787	83,189
2008	7,940	45,315	9,400	11,905	12,675	-1,388	0	0	200	2,000	5,009	1,655	94,711
2009	6,865	41,215	7,085	9,125	4,990	15,095	0	0	0	0	5,000	0	89,375
2010	3,740	30,265	19,680	11,325	15,585	-1,163	1,650	0	0	0	4,650	2,369	88,101
2011	6,550	22,995	3,740	7,215	8,505	8,720	727	3,707	0	1,680	2,175	4,670	70,684
2012	3,995	20,485	9,585	6,440	18,500	1,655	3,745	0	0	600	2,000	200	67,205
2013	3,070	24,760	11,180	6,850	17,300	1,735	55	985	0	800	4,700	2,650	74,085
2014	49,950	-430	-1,870	8,490	11,425	8,755	1,870	0	200	4,660	4,500	2,670	90,220
2015	66,305	7,235	-3,800	7,265	10,360	0	0						87,365

Transient Dock Revenue													Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	0	0	0	169	1,303	1,986	3,988	2,672	984	0	0	0	11,102
2008	0	0	0	329	1,562	1,609	2,571	2,904	1,204	303	0	0	10,481
2009	0	0	0	0	483	1,776	2,444	3,796	1,332	0	0	0	9,831
2010	0	0	0	0	748	930	2,657	2,479	746	0	0	0	7,560
2011	0	0	0	0	818	1,958	4,492	2,190	1,181	23	0	0	10,662
2012	0	0	0	0	604	2,221	3,567	2,325	1,125	98	0	0	9,939
2013	0	0	0	0	163	1,873	3,815	4,435	808	74	0	0	11,168
2014	0	0	0	0	911	2,944	2,412	3,592	194	0	400	0	10,453
2015	0	0	0	0	114	2,249	933						3,296

August 7, 2015

TO: Marina File

FR: Paul VandenBosch

RE: Transient Expenses and Revenues

The South Haven Municipal Marina is made up of four marina facilities. The facilities are operated together with staff moving from facility to facility during the day. We do not track expenses for each facility.

Three of the facilities are included in an enterprise fund known as the Marina Fund. The three Marina Fund facilities total 163 slips, of which 40 are designated for transient boaters. This means that approximately 25% of the Marina Fund slips are transient.

Transient slips tend to be more labor intensive than seasonal slips, due to reservations, docking assistance, explaining marina services and introduction to the community, however for the purpose of this comparison, we are using the number of slips to prorate expenses attributable to transient slips.

The financial report for the period ended June 30, 2015 (end of fiscal year) shows expenses excluding depreciation of \$415,326.

Assuming that 25% of the expense is attributable to transient boaters, the expense related to transient boaters is \$103,831.

The Marina Fund Revenue Report shows transient revenues for the same period to be \$151,348.

Transient Revenue	151,348
Transient Expense	103,831
Net Revenue	47,517

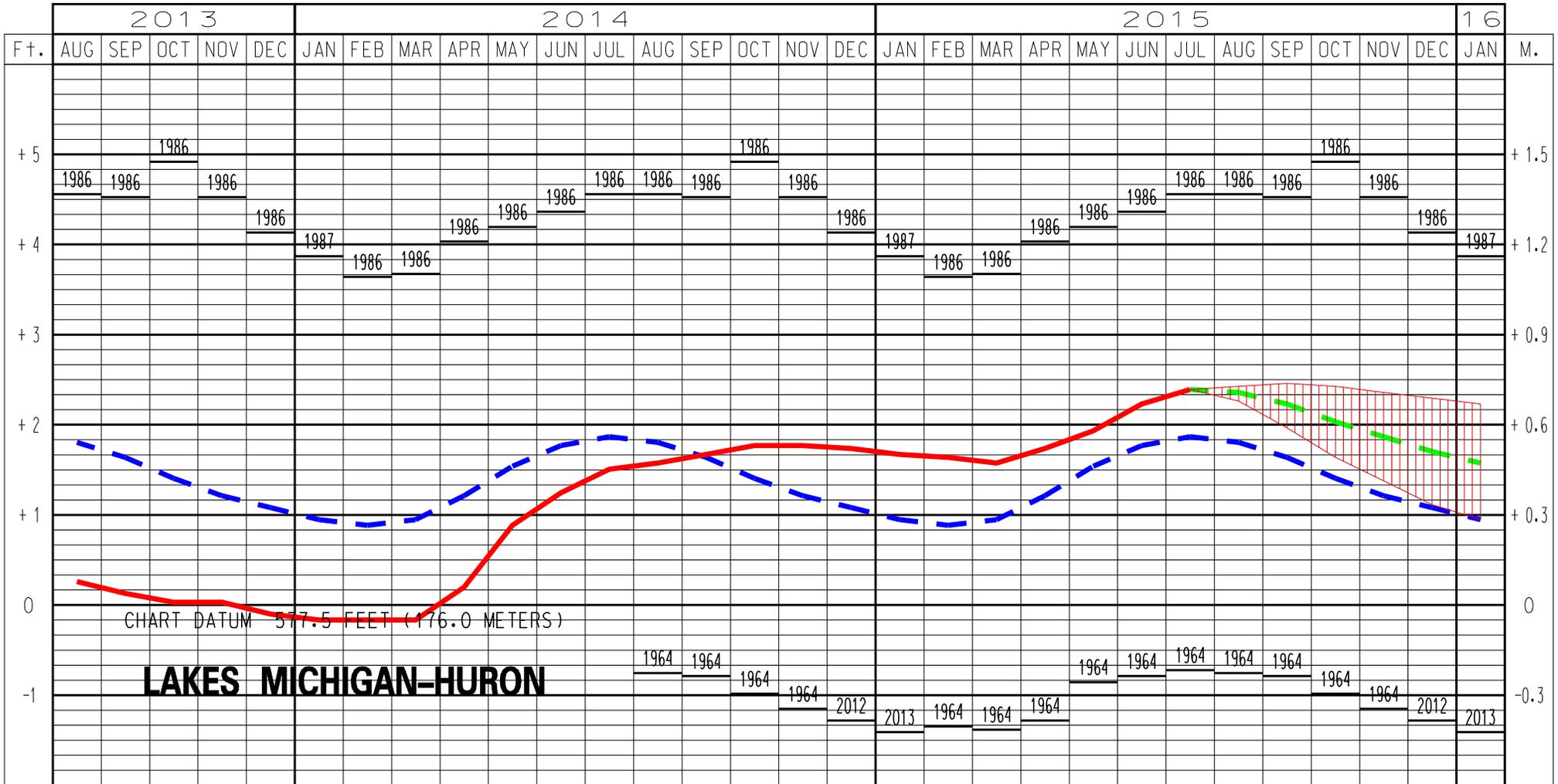
The net revenue is an estimate of revenue generated from the 40 transient slips at South Side Marina.

Inaccuracies related to this estimate:

Seasonal slips which are not rented for the season, or which are vacated by the seasonal boater are rented as transients and revenue is included in the reported transient revenue. This would mean that the revenue for the 40 dedicated transient slips is overstated.

Labor costs for transient slips are higher than those for seasonal slips as discussed above. This means that the net revenue for 40 dedicated transient slips is overstated.

LAKES MICHIGAN-HURON WATER LEVELS - AUGUST 2015



LEGEND

LAKE LEVELS

RECORDED

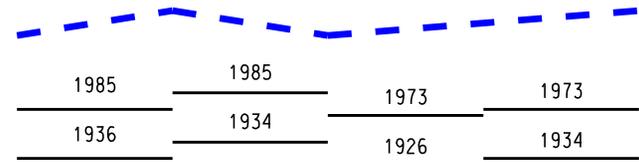
PROJECTED



AVERAGE **

MAXIMUM **

MINIMUM **



** Average, Maximum and Minimum for period 1918-2014

August 5, 2015

TO: Harbor Commission

FR: Paul VandenBosch

RE: Tour Boat

Earlier this year, City Council approved a license agreement with IT-IL-DO Charters, LLC for a tour boat operation to be moored at South Side Marina.

The tour boat is in the process of being inspected by the Coast Guard and may be approved for use soon.

We have received approval of our DEQ permit for expansion of the marina.

Staff has published bids and has been working on the electric pedestal installation, and is prepared to modify the dock for the tour boat.

When the license agreement was approved, we discussed prorating the fee based on when the boat began mooring at the marina.

We would like to add the 2016 season to the license agreement.

The attached license agreement would prorate the slip fee for the remainder of the season, and would add the 2016 season to the agreement.

Staff Recommendation:

Recommend approval of the license agreement to City Council.

LICENSE AGREEMENT

This License Agreement is made as of _____, 2015, between the City of South Haven, a Michigan municipal corporation, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090 (the “City”), and IT-IL-DO Charters, LLC, a Michigan Limited Liability Company, the principal business address of which is 46379 Leedy Point Road, Bloomingdale, MI 49026 (the “Licensee”).

RECITALS

- A. The City owns and operates the Southside Municipal Marina (the “Marina”) as is described and depicted on the attached **Exhibit A**.
- B. The Licensee wishes to provide a tour boat operation on Lake Michigan to be operated primarily from the Marina.
- C. The City wishes to accommodate the Licensee’s request in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. License. The City grants the Licensee a non-exclusive license to use the west 40 feet of the South Side Marina deck area (the “Marina Slip”), as depicted on **Exhibit B**, to operate a commercial tour boat business, subject to the terms and conditions of this Agreement and for no other purpose or use.
2. Term.
 - a. Unless terminated earlier as provided in this Agreement, this Agreement shall commence on the date this Agreement is executed and shall remain in effect until 10:30 p.m. on October 1, 2016.
 - b. During each term of this Agreement, the Licensee shall be permitted to use the Marina Slip from 9:00 a.m. on April 15 until 10:30 p.m. on October 1 (the “Seasonal Use Period”). The Licensee shall remove its vessel from the Marina Slip immediately upon the end of the Seasonal Use Period on October 1.
 - c. This license is terminable at the will of the City Council. However, prior to terminating that license, the City shall first give the Licensee written notice that it is considering such action and the date and time of the City Council meeting at which such action will initially be considered so that the Licensee may address the City Council.
 - d. The license may be suspended immediately by the City, upon the City’s reasonable belief that the Licensee has breached the terms of this Agreement. The Licensee may appeal such suspension to the City Council in writing. Upon receipt of the written appeal, the City shall give the Licensee written notice of the date and time of the next City Council meeting at which such appeal will initially be considered so that the Licensee may address the City Council.
 - e. The Licensee may terminate this Agreement for any reason by providing 30 days’ written notice to the City.

3. License Fee. Within 30 days of the execution of this Agreement the Licensee shall pay to the City a nonrefundable license fee of \$1 and an annual nonrefundable Marina Seasonal Slip Fee of \$7,900 for the 2016 Seasonal Use Period. Also within 30 days of execution of this Agreement, the Licensee shall pay to the City a nonrefundable license fee of \$1 and the pro-rated remainder of the annual \$7,900 nonrefundable Marina Seasonal Slip Fee for the 2015 Seasonal Use Period, calculated as follows: \$7,900 fee divided by 169 days contained in the Seasonal Use Period, equals \$42.93 daily, multiplied by the number of remaining days in the 2015 Seasonal Use Period as of the date of this Agreement.
4. Parking. The City will not provide exclusive parking for the Licensee's tour boat operation. The Licensee's Customers may use the general public parking area provided at the Marina. Customers may also use the Marina loading area on Water Street for a maximum of 15 minutes.
5. Non-exclusive License. The license is not exclusive to the Licensee. The City may license other commercial boat operations at its marinas.
6. Requirements of Licensee. The license is subject to the following terms and conditions:
 - a. The Licensee's tour boat business shall consist only of offering excursion tours on Lake Michigan to the public for a fee. No other use is permitted by the license.
 - b. The Licensee's use of the Marina Slip shall be limited to one vessel for its operations per season, and the size of the boat shall not exceed 40 feet in length and 14 feet in width, without advance written authorization from the City.
 - c. The Licensee may advertise its tour boat business at the Marina by displaying the Licensee's name, phone number and other contact information on a dock box near the Marina Slip, by placing advertising literature in a flier box on or near the southwest side of the Marina, by displaying a flag or banner flown on its vessel, and through the use of a sandwich board sign at the Marina. All advertising on City property is subject to City of South Haven Zoning Ordinance regulations and subject to approval of the Marina Manager.
 - d. The Licensee shall ensure that its operation of the tour boat business, and the use and operation of its vessel complies at all times with applicable local, state and federal laws, rules, regulations, ordinances, orders, permits, and licenses.
 - e. The Licensee may operate its business from the licensed Marina slip from 9:30 a.m. to 10:30 p.m., seven days per week, during each Seasonal Use Period throughout the term of this Agreement.
 - f. The Licensee may keep its vessel docked at the Marina Slip during the Seasonal Use Period, however, the Licensee understands and acknowledges that, from time to time, the City may require that the Licensee's vessel be relocated from the Marina, at no cost to the City, to accommodate special events, or if inclement weather requires. If an event is scheduled that requires the Licensee to remove its vessel, the City shall notify the Licensee in writing at least 60 days in advance. If the Licensee is required to remove its vessel at the request of the City to accommodate a special event, the Licensee shall have the option to relocate its vessel to another City owned slip at no cost to the Licensee, provided a slip is available. The parties acknowledge that during certain special events, there may not be an alternate available City slip, in which case the Licensee will be required to relocate its vessel elsewhere at no cost to the City.

g. The Licensee understands and acknowledges that from time to time, its ability to access the Marina slip licensed under this Agreement may be affected by festivals and other events.

h. The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship with the City. The Licensee is in no way and at no time during the term of this Agreement affiliated with the City. The Licensee shall not use the City's logo at any time for any purpose.

i. The Licensee shall remove and dispose of all trash and debris from the operation of its tour boat, offsite.

7. Boarding Ramp.

a. The Licensee shall install, at its sole expense, a boarding ramp for use in its tour boat operations at the Marina Slip. Prior to commencing installation of the boarding ramp, the Licensee shall present plans, specifications, and a timeline for completion of the boarding ramp to the City for the City's reasonable review and approval. The plans and specifications shall comply with applicable City standards. The Licensee shall also be responsible for obtaining any necessary permits for the installation of the boarding ramp. Upon the City's written approval of the plans, specifications, and timeline, the Licensee, without cost to the City, shall cause the boarding ramp to be installed in accordance with the plans and specifications and within the approved timeline. The City shall have the right to inspect the boarding ramp prior to its use for tour boat operations and the Licensee shall not begin use of the boarding ramp until the City has provided its written approval following an inspection.

b. The boarding ramp shall remain the sole property of the Licensee following termination of this Agreement and Licensee shall remove the boarding ramp from the Marina Slip, at no expense to the City, within 14 days of the termination of this Agreement, unless the parties mutually agree in writing that the boarding ramp become City property. If the parties do not mutually agree in writing that the boarding ramp become City property, and the Licensee fails to remove the boarding ramp from the Marina Slip within 14 days of the termination of the Agreement, the City may elect, in its sole discretion: (1) to remove the boarding ramp from the Marina Slip, make it available to the Licensee, and assess the costs to the Licensee; or (2) to accept the boarding ramp as City property.

c. The Licensee shall ensure that all contractors used for the installation of the boarding ramp have commercially appropriate liability insurance, covering any injuries and property damage occurring during installation.

d. The City shall, at its own expense, install openings in the railings and an electric pedestal for Licensee's use in connection with the tour boat operation, however such improvements shall remain the sole property of the City.

8. Property Rights. This Agreement grants only a license to use and does not grant or convey to the Licensee any rights, title, or interest in the Marina Slip. The City retains all property rights in the Marina Slip. Except as otherwise provided by this Agreement, no modifications, improvements, or additions shall be made by the Licensee to the Marina Slip without the City's prior written consent. At the expiration or termination of this Agreement, or any renewal period(s), all modifications, improvements, and additions made to the Marina Slip by the Licensee, once accepted by the City, shall become the sole property of the City, subject to the

terms and conditions contained in Paragraph 7. If the City does not desire to retain the modifications, improvements, or additions, the Licensee shall return the Marina Slip to the condition it was in prior to the effective date of this Agreement, at no cost to the City. The Licensee shall also remove the advertising dock box at the request of the City, at no cost to the City. If the Licensee fails to restore the Marina Slip to its original condition or fails to remove the advertising dock box at the request of the City, the City may do so, and assess the costs to the Licensee.

9. Indemnification. The City shall not be responsible for any loss, damage or injury from the Licensee's operation of the tour boat business or its use of the Marina Slip under this Agreement. The Licensee shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demands, claims or causes of action arising from the Licensee's operation of the tour boat business or its use of the Marina Slip under this Agreement.

10. Insurance. Throughout the term of this Agreement, or any renewals thereof, the Licensee shall obtain and maintain commercial general liability insurance with limits of not less than \$1,000,000.00 dollars per occurrence and \$3,000,000.00 dollars in the aggregate. All policies shall name the City (including its officers and employees) as an additional insured and certificate holder and the Licensee shall obtain any requisite endorsements. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days prior written notice to the City, shall be provided to the City. Upon request, the Licensee shall provide the City with copies of the policies of insurance and all endorsements.

11. Assignment or Use by Others Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement and may not allow any other person or entity to use the Licensed Property for any purpose without the City's prior written consent.

12. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. This Agreement shall be construed as though it was mutually drafted.

(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have signed this Agreement as of the date first above written.

CITY OF SOUTH HAVEN

IT-IL-DO CHARTERS, LLC

By: _____
Robert Burr, Mayor

By: _____
Chad Bard, Co-Owner

By: _____
Amanda Morgan, Clerk

Date Signed: _____, 2015

Date Signed: _____, 2015

EXHIBIT A

SOUTHSIDE MUNICIPAL MARINA PREMISES

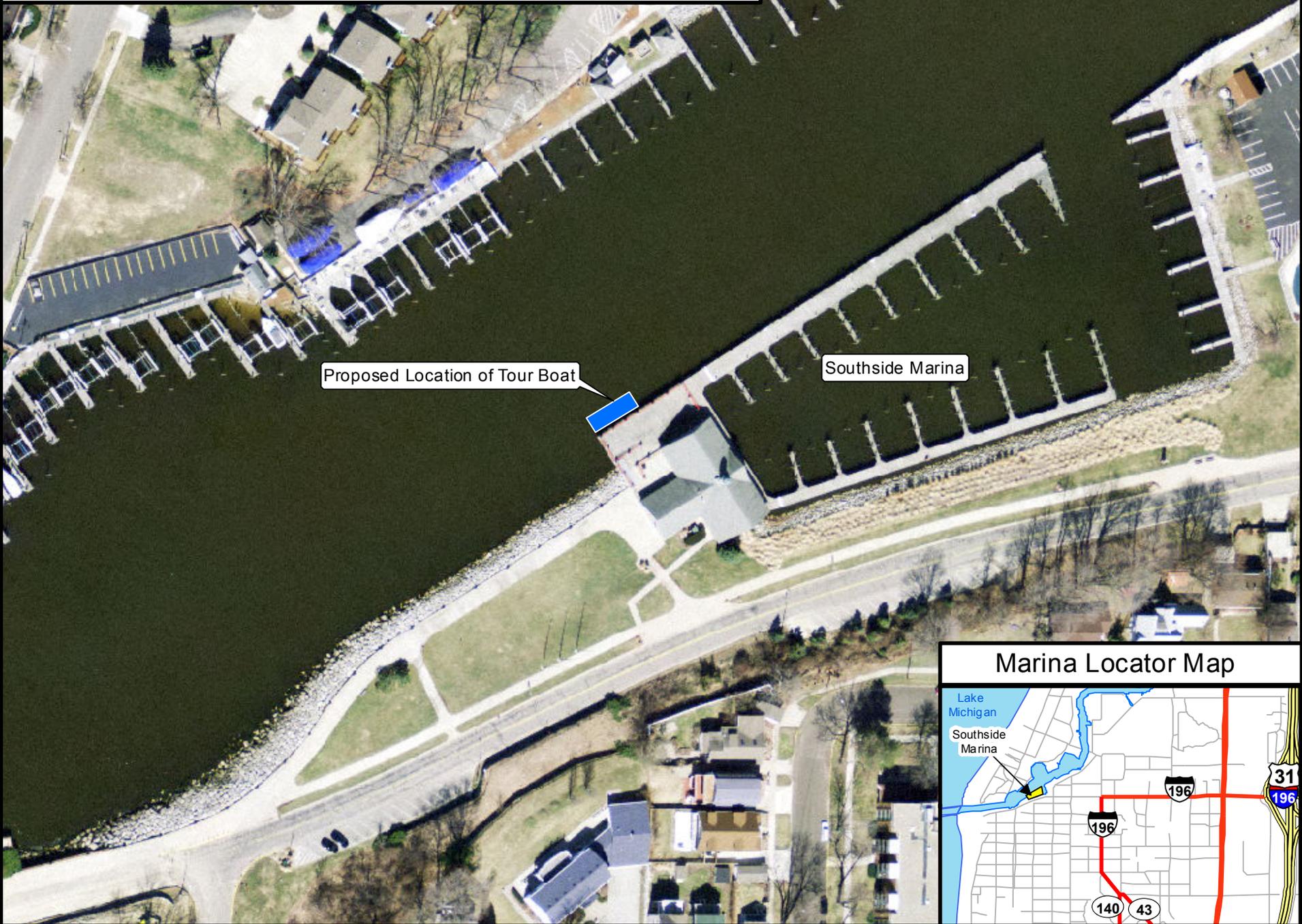
South Side Marina - City Charter Boundary Description



EXHIBIT B
MARINA SLIP

GRAPIDS 57671-1 352569v4

Southside Marina Potential Tour Boat Location



LICENSE AGREEMENT

This License Agreement is made as of _____, 2015, between the City of South Haven, a Michigan municipal corporation, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090 (the “City”), and IT-IL-DO Charters, LLC, a Michigan Limited Liability Company, the principal business address of which is 46379 Leedy Point Road, Bloomington, MI 49026 (the “Licensee”).

RECITALS

- A. The City owns and operates the Southside Municipal Marina (the “Marina”) as is described and depicted on the attached **Exhibit A**.
- B. The Licensee wishes to provide a tour boat operation on Lake Michigan to be operated primarily from the Marina.
- C. The City wishes to accommodate the Licensee’s request in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. License. The City grants the Licensee a non-exclusive license to use the west 40 feet of the South Side Marina deck area (the “Marina Slip”), as depicted on Exhibit B, to operate a commercial tour boat business, subject to the terms and conditions of this Agreement and for no other purpose or use.
2. Term.
 - a. Unless terminated earlier as provided in this Agreement, this Agreement shall commence on the date of this Agreement and shall remain in effect for a period of one year.
 - b. During each term of this Agreement, the Licensee shall be permitted to use the Marina Slip from 9:00 a.m. on April 15 until 10:30 p.m. on October 15 (the “Seasonal Use Period”). The Licensee shall remove its vessel from the Marina Slip immediately upon the end of the Seasonal Use Period on October 15.
 - c. This license is terminable at the will of the City Council. However, prior to terminating that license, the City shall first give the Licensee written notice that it is considering such action and the date and time of the City Council meeting at which such action will initially be considered so that the Licensee may address the City Council.
 - d. The license may be suspended immediately by the City, upon the City’s reasonable belief that the Licensee has breached the terms of this Agreement. The Licensee may appeal such suspension to the City Council in writing. Upon receipt of the written appeal, the City shall give the Licensee written notice of the date and time of the next City Council meeting at which such appeal will initially be considered so that the Licensee may address the City Council.
 - e. The Licensee may terminate this Agreement for any reason by providing 30 days’ written notice to the City.
3. License Fee. Within 30 days of the execution of this Agreement the Licensee shall pay to the City a nonrefundable license fee of \$1 and an annual Marina Seasonal Slip Fee of \$7,900. In

each year thereafter while this Agreement remains in effect, the Licensee shall pay the Marina Seasonal Slip Fee of \$7,900 prior to March 15.

4. Property Rights. This Agreement grants only a license to use and does not grant or convey to the Licensee any rights, title, or interest in the Marina Slip. The City retains all property rights in the Marina Slip. Except as otherwise provided by this Agreement, no modifications, improvements, or additions shall be made by the Licensee to the Marina Slip without the City's prior written consent. At the expiration or termination of this Agreement, or any renewal period(s), all modifications, improvements, and additions made to the Marina Slip by the Licensee, once accepted by the City, shall become the sole property of the City. If the City does not desire to retain the modifications, improvements, or additions, the Licensee shall return the Marina Slip to the condition it was in prior to the effective date of this Agreement, at no cost to the City. The Licensee shall also remove the advertising dock box at the request of the City, at no cost to the City. If the Licensee fails to restore the Marina Slip to its original condition or fails to remove the advertising dock box at the request of the City, the City may do so, and assess the costs to the Licensee.

5. Parking. The City will not provide exclusive parking for the Licensee's tour boat operation. The Licensee's Customers may use the general public parking area provided at the Marina. Customers may also use the Marina loading area on Water Street for a maximum of 15 minutes.

6. Non-exclusive License. The license is not exclusive to the Licensee. The City may license other commercial boat operations at its marinas.

7. Requirements of Licensee. The license is subject to the following terms and conditions:

a. The Licensee's tour boat business shall consist only of offering excursion tours on Lake Michigan to the public for a fee. No other use is permitted by the license.

b. The Licensee's use of the Marina Slip shall be limited to one vessel for its operations per season, and the size of the boat shall not exceed 40 feet in length and 14 feet in width, without advance written authorization from the City.

c. The Licensee may advertise its tour boat business at the Marina by displaying the Licensee's name, phone number and other contact information on a dock box near the Marina Slip, by placing advertising literature in a flier box on or near the southwest side of the Marina, and by displaying a flag or banner flown on its vessel. All advertising on City property is subject to City of South Haven Zoning Ordinance regulations and subject to approval of the Marina Manager.

d. The Licensee shall ensure that its operation of the tour boat business, and the use and operation of its vessel complies at all times with applicable local, state and federal laws, rules, regulations, ordinances, orders, permits, and licenses.

e. The Licensee may operate its business from the licensed Marina slip from 9:30 a.m. to 10:30 p.m., seven days per week, during each Seasonal Use Period throughout the term of this Agreement.

f. The Licensee may keep its vessel docked at the Marina Slip during the Seasonal Use Period, however, the Licensee understands and acknowledges that, from time to time, the City may require that the Licensee's vessel be relocated from the Marina, at no cost to the City, to accommodate special events, or if inclement weather requires. At the time of the

execution of this Agreement, there are no such events scheduled. If an event is scheduled that requires the Licensee to remove its vessel, the City shall notify the Licensee in writing at least 60 days in advance. If the Licensee is required to its vessel at the request of the City to accommodate a special event, the Licensee shall have the option to relocate its vessel to another City owned slip at no cost to the Licensee, provided a slip is available. The parties acknowledge that during certain special events, there may not be an alternate available City slip, in which case the Licensee will be required to relocate its vessel elsewhere at no cost to the City.

g. The Licensee understands and acknowledges that from time to time, its ability to access the Marina slip licensed under this Agreement may be affected by festivals and other events.

h. The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship with the City. The Licensee is in no way and at no time during the term of this Agreement affiliated with the City. The Licensee shall not use the City's logo at any time for any purpose.

i. The Licensee shall remove and dispose of all trash and debris from the operation of its tour boat, offsite.

8. Indemnification. The City shall not be responsible for any loss, damage or injury from the Licensee's operation of the tour boat business or its use of the Marina Slip under this Agreement. The Licensee shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demands, claims or causes of action arising from the Licensee's operation of the tour boat business or its use of the Marina Slip under this Agreement.

9. Insurance. Throughout the term of this Agreement, or any renewals thereof, the Licensee shall obtain and maintain commercial general liability insurance with limits of not less than \$1,000,000.00 dollars per occurrence and \$3,000,000.00 dollars in the aggregate. All policies shall name the City (including its officers and employees) as an additional insured and certificate holder and the Licensee shall obtain any requisite endorsements. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days prior written notice to the City, shall be provided to the City. Upon request, the Licensee shall provide the City with copies of the policies of insurance and all endorsements.

10. Assignment or Use by Others Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement and may not allow any other person or entity to use the Licensed Property for any purpose without the City's prior written consent.

11. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. This Agreement shall be construed as though it was mutually drafted.

(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have signed this Agreement as of the date first above written.

CITY OF SOUTH HAVEN

IT-IL-DO CHARTERS, LLC

By: _____
Robert Burr, Mayor

By: _____
Chad Bard, Co-Owner

By: _____
Amanda Morgan, Clerk

Date Signed: _____, 2015

Date Signed: _____, 2015

EXHIBIT A

SOUTHSIDE MUNICIPAL MARINA PREMISES

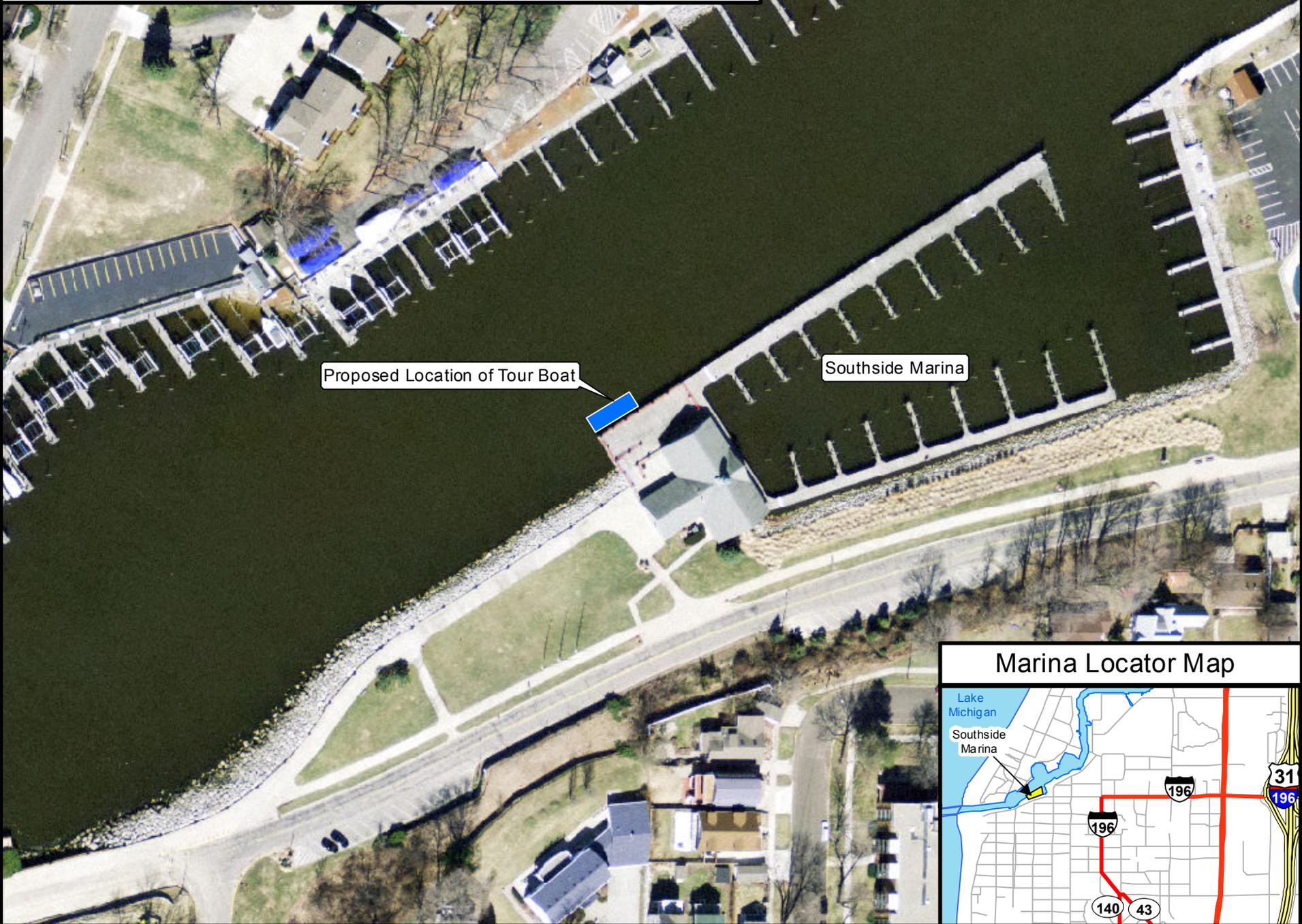
South Side Marina - City Charter Boundary Description



EXHIBIT B
MARINA SLIP

GRAPIDS 57671-1 352569v3

Southside Marina Potential Tour Boat Location



August 4, 2015

TO: Harbor Commission

FR: Paul VandenBosch

RE: 2016 Marina Rate Recommendation

Staff recommends renewal of the 2015 rates with the following changes:

Marina Rates

Staff recommends a two percent increase in seasonal rates for North Side Marina and Black River Park. No increase is recommended for Maritime Marina slips.

Staff recommends a seasonal discount rate as follows:

After August 1, seasonal slips may be rented for an amount equal to an amount of the seasonal slip fee prorated by the number of days in the season multiplied by 1.5, using the following formula:

$(\text{Remaining Days in Season}) / (\text{Total Days in Season}) * \text{Seasonal Slip Fee} * 1.5$

This is in addition to existing discounts used in previous years.

Transient Rates:

No changes unless the State makes changes in the applicable rate.

Boat Launch Rates

No changes.

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 15-xx

A RESOLUTION SETTING THE SEASONAL
AND TRANSIENT SLIP RATES AT SOUTH HAVEN MUNICIPAL MARINAS

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on _____, 2015 at 7:30 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, the Michigan State Waterways Commission establishes recommended fees for both transient and seasonal moorings for state governing Municipal Marinas; and

WHEREAS, the local units of government must maintain rate structures at or above for transient and seasonal rates in compliance with terms and conditions of previously executed grant-in-aid contracts for state grant assistance in facility development; and

WHEREAS, the Harbor Commission has reviewed and recommends the following rates; and

WHEREAS, the City Council concurs with the recommendations as forwarded to the Council by the Harbor Commission.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the South Haven Municipal Marina and Boat Launch Rates for 2016 be set as follows:

Seasonal Dock Rates

The following seasonal dock rates will be in effect at the City operated facilities:

<u>Slip #'s</u>	<u>Slip Size in Ft.</u>	<u>Amount</u>
Northside Marina		
41-52, 65-68	30	\$2,980
57 thru 64	35	\$3,470
88-96	38	\$3,800
1 thru 10	40	\$4,030
53-56	45	\$4,480
11-40, 83-87	50	\$5,030
69 thru 82	60	\$5,910

Resolution No. 15-xx

Museum Marina		
1 thru 30	40	\$3,795
Black River Park		
1 thru 20	24	\$1,690
21 thru 62	30	\$1,910
Boats greater than the rate assigned will be charged per additional foot		\$120
Reservation Fee		\$5.00
Black River Park Seasonal Launch Pass		\$100
Age 65 and over Seasonal Launch Pass		\$75
Black River Park 10 Launch Tokens		\$50
Black River Park Daily Launch		\$7

The following discounts may be applied to seasonal boater fees, subject to approval of the marina manager:

1. A first year discount of \$500 may be offered to new seasonal boaters.
2. Shallow draft slips or unused slips may be rented for use of dinghies and small boats at \$1,000 per dinghy/boat per season.
3. After August 1, seasonal slips may be rented at a discount for an amount equal to the seasonal slip fee prorated by the number of remaining days in the season plus 50% of that amount, using the following formula:

$$(\text{Remaining Days in Season}) / (\text{Days in Season}) * \text{Seasonal Slip Fee} * 1.5 = \text{Discounted Rate}$$

4. If, after the deadline for payment for the season, there appears to be a lack of boats to fill longer slips, the marina manager may rent slips to shorter boats at a rate equal to the boat length plus one half the difference of the slip length and boat length.
5. The marina manager may request in writing from the city manager special rates to improve occupancy. The marina manager may apply those rates after receiving written approval from the city manager.

Transient Slip Fees

Transient slip fees at the North Side Marina, South Side Marina and Museum Marina are the current year rates approved by the Michigan State Waterways Commission, Column D.

Transient slip fees at the Black River Park Marina are the current year rates approved by the Michigan State Waterways Commission, Column C.

During the period from July 1 to September 1, transient slip fees are increased by 10% for Friday and Saturday overnights.

Transient Discount Rates

The following discounts may be applied to transient boater fees, subject to approval of the marina manager:

- a. Pre-Memorial Day and Post-Labor Day Special, stay 4 nights get 3 nights free.
- b. After July 15, a Remainder of Season discount will be made available. A seasonal slip may be rented for the remainder of the season, with the fee calculated as the number of days remaining until October 15 times the minimum Waterways Transient rate (column 1) for the length of boat.

Short Term Docking

The marina manager is authorized to allow short term dockage of vessels for a period of less than eight hours when dock area is available. The short term dockage rate is \$0.50 per foot.

Marina and Boat Launch Facility Commercial Use

Commercial use of marinas and Black River Park Boat Launch is subject to the City of South Haven Marina and Boat Launch Facility Commercial Use Policy, as approved by South Haven City Council.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the City Council.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert Burr, Mayor

Amanda Morgan, City Clerk

South Haven Municipal Marina Late Season Discount Proposal

Date	Remaining Days	A	B	C
		Current Discounted Slip Fee Remaining Days * Waterways Rate column 1 2015 Rate for 30 foot slip All Marinas	Proposed Discounted Slip Fee (Remaining Days in Season) / (Total Days in Season) * Seasonal Slip Fee * 1.5 183 Day Season North Side Marina	Proposed Discounted Slip Fee (Remaining Days in Season) / (Total Days in Season) * Seasonal Slip Fee * 1.5 183 Day Season Black River Park
		\$23.00	\$2,915.00	\$1,870.00
July				
	16	91	\$2,093.00	
	17	90	\$2,070.00	
	18	89	\$2,047.00	
	19	88	\$2,024.00	
	20	87	\$2,001.00	
	21	86	\$1,978.00	
	22	85	\$1,955.00	
	23	84	\$1,932.00	
	24	83	\$1,909.00	
	25	82	\$1,886.00	
	26	81	\$1,863.00	
	27	80	\$1,840.00	
	28	79	\$1,817.00	
	29	78	\$1,794.00	
	30	77	\$1,771.00	
	31	76	\$1,748.00	
August		75	\$1,725.00	
	2	74	\$1,702.00	\$1,768.11
	3	73	\$1,679.00	\$1,744.22
	4	72	\$1,656.00	\$1,720.33
	5	71	\$1,633.00	\$1,696.43
	6	70	\$1,610.00	\$1,672.54
	7	69	\$1,587.00	\$1,648.65
	8	68	\$1,564.00	\$1,624.75
	9	67	\$1,541.00	\$1,600.86
	10	66	\$1,518.00	\$1,576.97
	11	65	\$1,495.00	\$1,553.07
	12	64	\$1,472.00	\$1,529.18
	13	63	\$1,449.00	\$1,505.29
	14	62	\$1,426.00	\$1,481.39
	15	61	\$1,403.00	\$1,457.50
	16	60	\$1,380.00	\$1,433.61
	17	59	\$1,357.00	\$1,409.71
	18	58	\$1,334.00	\$1,385.82
	19	57	\$1,311.00	\$1,361.93
	20	56	\$1,288.00	\$1,338.03
	21	55	\$1,265.00	\$1,314.14
	22	54	\$1,242.00	\$1,290.25
	23	53	\$1,219.00	\$1,266.35
	24	52	\$1,196.00	\$1,242.46
	25	51	\$1,173.00	\$1,218.57
	26	50	\$1,150.00	\$1,194.67
	27	49	\$1,127.00	\$1,170.78
	28	48	\$1,104.00	\$1,146.89
	29	47	\$1,081.00	\$1,122.99
	30	46	\$1,058.00	\$1,099.10
	31	45	\$1,035.00	\$1,075.20
September		44	\$1,012.00	\$1,051.31
	2	43	\$989.00	\$1,027.42
	3	42	\$966.00	\$1,003.52
	4	41	\$943.00	\$979.63
	5	40	\$920.00	\$955.74
	6	39	\$897.00	\$931.84
	7	38	\$874.00	\$907.95
	8	37	\$851.00	\$884.06
	9	36	\$828.00	\$860.16
	10	35	\$805.00	\$836.27
	11	34	\$782.00	\$812.38
	12	33	\$759.00	\$788.48
	13	32	\$736.00	\$764.59
	14	31	\$713.00	\$740.70
	15	30	\$690.00	\$716.80
	16	29	\$667.00	\$692.91
	17	28	\$644.00	\$669.02
	18	27	\$621.00	\$645.12
	19	26	\$598.00	\$621.23
	20	25	\$575.00	\$597.34
	21	24	\$552.00	\$573.44
	22	23	\$529.00	\$549.55
	23	22	\$506.00	\$525.66
	24	21	\$483.00	\$501.76
	25	20	\$460.00	\$477.87
	26	19	\$437.00	\$453.98
	27	18	\$414.00	\$430.08
	28	17	\$391.00	\$406.19
	29	16	\$368.00	\$382.30
	30	15	\$345.00	\$358.40
October		14	\$322.00	\$334.51
	2	13	\$299.00	\$310.61
	3	12	\$276.00	\$286.72
	4	11	\$253.00	\$262.83
	5	10	\$230.00	\$238.93
	6	9	\$207.00	\$215.04
	7	8	\$184.00	\$191.15
	8	7	\$161.00	\$167.25
	9	6	\$138.00	\$143.36
	10	5	\$115.00	\$119.47
	11	4	\$92.00	\$95.57
	12	3	\$69.00	\$71.68
	13	2	\$46.00	\$47.79
	14	1	\$23.00	\$23.89
	15	0	\$0.00	\$0.00

2015 Capital Improvement Recommendations

As requested the following is a brief review of my recommendations for capital improvements for the City's Municipal Marinas. Overall the facilities are in good to excellent condition with a few glowing exceptions such as the need to address the boat launch piers at Black River Park. Infrastructure also appears to be in good shape with the exception of the docks at the Maritime Museum. Space and use requirements are good to very good except at the Southside and Black River Park. With that said, I have placed the recommendations under two different classifications being professional services or outside contract and internal improvements that can be done in-house. Following the major recommendations is a more detailed description and estimated costs of for the proposed capital improvements.

Southside Marina

1. Contract Services:
 - a. New Roof – See alternative discussion; and
 - b. Extension of electrical pedestals for cruise boats
2. In-house Improvements:
 - a. New carpet and furnishings for office/boaters lounge

Northside Marina

1. Contract Services:
 - a. Rehabilitation of Steel Docks #79 – 87;
 - b. Floating Dock System at west end of Marina at the steel sheeting wall
2. In House Improvements – None

Maritime Museum

1. Contract Services
 - a. Installation of Commercial Umbrella at Party Deck;
 - b. Rehabilitation of Existing Docks;
 - c. Rehabilitation of water services to individual slips.
2. In-House improvements:
 - a. Rehabilitation of existing bathroom facilities and boaters lounge

Black River Park

1. Contract Services:
 - a. Replacement or Rehabilitation of Existing launch piers
2. In-House Improvements
 - a. Replacement of existing bathroom partitions and countertops
 - b. Signage

Detailed Description:

Southside Marina:

Overall the Southside is in good physical condition but is beginning to show its age in several areas. Further, the actual use of the facility has morphed over a span of time to become a much more recreational center of South Haven. Already the facility is the “headquarters” of many of the City’s summer festivals, concerts and special events. The daily use of the facility not only includes the transient boater but the general public as well. With the success that South Haven is experiencing some thought should be given into how the Southside Marina could evolve into a facility that meets the demands of our current use and into the future. Major factors to consider among others are:

1. Roof Replacement: Come what may the roof will need replacement very soon.
2. Bathroom Facilities: While not a top priority the boater’s bathrooms and showers could use additional drainage, heating and ventilation.
3. Boater’s Rendezvous; the current boater’s lounge does not accommodate the needs of the groups that visit our facility during the summer. Most have buffet breakfasts and dinners as well as meetings and the room is simply not large enough to host those events.
4. Commercial Use of Existing Docks; There is a proposal for the introduction of a cruise boat to accommodate up to 40 passengers to dock at the facility.
5. Public Restrooms: There are two public restrooms within the facility which simply cannot meet the existing demands of the use surrounding the facility. With the special events, festivals and just the daily use by the general public the restrooms cannot keep up with the demand.
6. Special Events and Festivals: Almost every weekend there seems to be a special event or festival that would like to utilize the area surrounding the Southside Marina for specific use such as pancake breakfasts, concerts, and other uses.

Description	Estimated Cost
Roof Replacement	\$100,000.00
Paint Building	\$25,000
Rehabilitation of Existing Bollard Lighting	\$15,000
Extension of Electrical and Water for Cruise Boat	\$4,500
New Carpet and Furnishings	\$4,000
Sunshades for Party Deck	\$15,000
Gas Grills for Boaters	\$8,000

Or

Redesign and Rehabilitation of Existing Facilities:

Now is the time to take a pause and reflect on the current use of the Southside facility and what the future holds for the area as far as South Haven redevelopment. Give that a new roof is necessary, existing public restrooms are not sufficient to meet today’s demand and the continued increase in the public use of the area will certainly increase some thought should be given to the redesign and renovation of the facility.

Northside Marina

Overall condition of the Northside Marina is excellent. However two areas need attention as follows:

Steel Docks #79-87. These docks were constructed with steel piling. The steel pile and structure that supports the decks of the existing dock appear to be in excellent shape while the wood decking is beginning to show its age. The 6X6 uprights are supposed to protect boats from damage yet have a systematic design failure in times of high surge. The steel spring piles are very rigid and have damaged boats in high surge periods. By design they do not have the flexible give and take of traditional wood structure docks Their appearance needs to be upgraded and some thought be given to retrofitting the decks and piles to provide more protection for the boats.

Recommendation: Rehabilitation of existing docks utilizing composite decking matching the new decking at the facility and Duramax Marine Dock Bumpers to protect and preserve the boats.

<http://www.duramaxmarine.com/pdf/DockBumperPG-400.pdf>

Floating Dock System: I recommend investigating placing a floating dock system at the west end of the Northside Marina. Recommended size would be 38' X 75' which could accommodate up to 16 personal watercraft as well as a non-motorized boat launch and possible water taxi service. It appears that a floating dock system that also has wave attenuators costs approximately \$40.00 square foot plus installation. We are currently charging \$1,000 a season for personal watercraft of Northside seasonal boaters for use of the area. The area currently generates little income due to the surge created by the steel wall. Manufactured cost would be approximately \$114,000. This project could be staged over a number of years.

Maritime Docks

The Maritime Docks need attention. The docks themselves were not constructed according to code, the plastic water system constantly needs attention, and the lighting is very cheap and unreliable. Land based improvements also need rehabilitation. These docks are 40' in length and are priced just \$200 under the 40' docks at the Northside Marina. Occupancy at the Maritime Docks are the lowest among all facilities. Care should be taken to insure that the facility maintains its own identity by developing the property similar to the Maritime Museum. Currently there is simply no notice of its existence as compared to the other Municipal Facilities.

Recommendations:

1. Rehabilitate Existing Bathrooms and Enclosed Picnic Area:



2. Rehabilitate Party Deck: Under progress is the installation of two new natural gas drills to begin the renovation of the Party Deck. The deck itself was not constructed according to code and lacks basic safety features that should be incorporated as soon as possible. Suggested renovation to include three season commercial canopy with lighting and heating, glass patio railing and new furniture.



<http://www.glassrailingsusa.com/buy-now/>



3. Renovate Existing Water System on Docks: The existing water system to the docks was replaced with plastic piping some time ago and is prone to leaks, lack and pressure, etc. New piping should be installed at some point when the entire decking is undertaken.
4. Renovate Existing Electrical Pedestals with Lighting on Docks: The existing electric and lighting on the Maritime Docks should be renovated to include up to date electrical service and lighting to the area. Current cost for new pedestals with appropriate electrical, water and lighting is about \$750 each for two docks.
5. Renovate Docks: Rehabilitate Decking on headwalls and docks approximately 7,600 square feet including:
 - a. Refurbish and replace the decking on the entire dock area @ \$3.00 square foot for deck material including additional joists for stability and safety. Counterbracing as needed.
 - b. Total material cost estimated @ \$38,000.00.
 - c. Installation @ \$30,000.

Black River Park:

Current: Black River Park has a diversity of uses and plans calls for an increase in use with the development of a new non-motorized watercraft launching area. Of most importance Black River Park suffers from the lack of public bathrooms for the patrons as follows:

1. The public restroom facilities are located in an area that is remote from the seasonal docks making it very inconvenient for those patrons;
2. The boat launch facility is serviced by two port johns which are not the best type of facilities for our patrons.
3. With the introduction of a new non-motorized boat launch we can expect an increase in the amount of use of the restroom facilities.
4. With the planned construction of a new fish cleaning station there will be an increase in the public restrooms but in a location that is not convenient for the current patrons of the Park.

Suggested renovations:

1. Rehab the existing bathrooms with new partitions and countertops. The actual condition of the bathrooms is actually quite good but the partitions and countertops should be replaced. The exterior of the structure could be renovated to match the recommendation below.
2. Construct new public bathrooms in the existing structure where there are currently showers for the boaters.
3. Construct new bathroom/shower facilities to be located at a convenient location near the existing seasonal boat slips for seasonal boaters only. Bathroom facilities should be twice the size of the Maritime Docks meaning four bathrooms and four showers. Commercial bathrooms cost approximately \$475.00 per square foot so a working budget of \$250,000 – 300,000 would not be unreasonable.



4. Continue the installation of Doripoles and other bird deterrent remedies at the Boat Launch and seasonal docks. Quality of life issue plus installation of Doripoles the length of the seasonal boat docks would add a very attractive feature to the park as a whole. Cost of Doripoles about \$5,250.00 for the seasonal boat docks.
5. Landscaping: Two areas should be focused on:
 - a. Around the Park: Black River Park is looking a little worn and could use refreshing. I suggest transplanting dune grass and other landscaping features around the park in the coming years.
 - b. Seasonal Slips 26 – 60: The area between the parking lot and the docks feature a severe change in elevation and fill rocks are used to cover the area. Suggest a program to remove the rocks and either landscape the entire area or construct a retaining wall so that the area could be utilized as picnic areas for the boaters.

2015 – 2016 In-House Rehabilitation:

Northside Marina:

1. Begin rehabilitation of metal docks with installation of Duramax bumpers
2. Remove landscaping at east end of basin and replant at Black River Park

Southside Marina:

1. Begin investigation of the rehabilitation of existing structure.

Maritime Docks:

1. Rehab existing restroom building by cladding it with cedar; or
2. Install kitchen facilities and furniture on Party Deck. Install glass railing around party deck.

Black River Park:

1. Replace Partitions in bathrooms. Install ventilation.
2. Landscaping;
3. Establish picnic areas for seasonal boaters.

July 2, 2015

Marina Fund and Black River Park Fund Capital Improvement Plan
Project Wish List

Marina Fund

Priority Projects

Maritime Restroom and Deck Upgrades
Security Cameras, NS, MM, SS BRP
Dinghy Docks, NS
NSM All Seasons Erosion Fix

Large Grant Application Projects

Replace SS Dinghy Dock, or Repair
South Side Reroof
South Side Interior Update
Maritime Dock Replacement
South Side Dock Extension/Wave Attenuation Engineering Study
South Side Dock Extension Construction
South Side Electric Upgrade
South Side Headwall Electric Additions

Staff Managed Improvements

North Side Grills

Black River Park Fund

Priority Projects

BRP Restroom Renovation
Kayak Racks at BRP Kayak Launch

Large Grant Application Projects

Fish Cleaning Station
BRP Driveway Improvements
BRP Launch Skid Pier Replacement
BRP Marina Restroom

Staff Managed Projects

Landscaping and Marina Improvements
Fence Repair

South Haven Municipal Marina, Black River Park and River Maintenance
 Capital Improvement Plan
 Fall, 2014

Project, Project Cost	Current Year FY 2014 Local Expense/Match	Year 1 FY 2015 Local Expense/Match	Year 2 FY 2016 Local Expense/Match	Year 3 FY 2017 Local Expense/Match	Year 4 FY 2018 Local Expense/Match	Year 5 FY 2019 Local Expense/Match
Marina Fund						
South Side Building Renovation \$300,000.00	Apply for Waterways Harbor Infrastructure Grant 1,250	Design and Bid Specifications 50,000	Construction Fall/Winter 2016 150,000			
Maritime Dock Replacement \$300,000.00			Apply for Waterways Harbor Infrastructure Grant 2,000	Design and Bid Specifications 50,000	Construction Fall/Winter 2018 150,000	
South Side Dock Extension and Wave Attenuation Study \$100,000.00	Apply for Waterways Harbor Preliminary Engineering Study Grant 750	Perform Study 50,000				
South Side Dock Extension Project \$300,000.00				Apply for Waterways Harbor Infrastructure Grant 2,000	Design and Bid Specifications 50,000	Construction Fall/Winter 2019 150,000
South Side Headwall Electric Upgrade \$50,000.00		Apply for Waterways Harbor Infrastructure Grant 2,000	Design and Bid Specifications 5,000	Construction Fall/Winter 2016 12,500		
Marina Dredging			Marina Dredging 40,000		Marina Dredging 40,000	
Staff Managed Improvements \$25,000 per year	25,000	25,000	25,000	25,000	25,000	25,000
Total Marina Fund Annual Capital Expense	27,000	127,000	222,000	89,500	265,000	175,000

Black River Park Fund

Fish Cleaning Station \$165,000.00	Apply for Great Lakes Fisheries Trust Grant 750	Design and Bid Specifications 24,000	Construction Fall/Winter 2016 15,000			
Driveway Improvements \$300,000.00	Apply for Waterways Boating Access Infrastructure Grant 1,500	Design and Bid Specifications 18,000	Construction Fall/Winter 2016 150,000			
Boat Launch Ramp Dock Replacement, Landscaping, Amenities \$50,000.00	Apply for MNRTF Small Development Grant and Recreation Passport 2,000	Design, Bid Specifications, Installation 7,500	Construction Fall/Winter 2016 12,500			

Black River Boat Launch Restroom Renovation	\$45,000.00	Apply for MNRTF Small Development Grant and Recreation Passport	750	Design and Bid Specifications	6,000	Construction Fall/Winter 2016	11,250		
Boat Launch/Marina Restroom, Showers	\$300,000.00					Apply for Waterways Harbor Infrastructure Grant	2,000	Design and Bid Specifications	50,000
									Construction Fall/Winter 2019
Staff Managed Improvements	\$25,000 per year		10,000		10,000		10,000		10,000
									150,000
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Total Black River Park Fund Annual Capital Expense			15,000		65,500		198,750		12,000
									60,000
									160,000
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River Maintenance Fund									
Pierhead Dredging		Pierhead Dredging, Contract with Army Corps	40,000						Pierhead Dredging, Contract with Army Corps
									40,000
Turning Basin Dredging				Turning Basin Dredging, Contract with Army Corps	40,000			Turning Basin Dredging, Contract with Army Corps	40,000
									40,000
Black River Dredging						Upper Harbor Channel Dredging	200,000		
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Total River Maintenance Fund Annual Capital Expense			40,000		40,000		0		200,000
									40,000
									40,000

South Haven Harbor
Marina and Boat Launch Grant Project Status

2015-07-20

					Local Funds	Grant Funds	Total Project	Marina	BRP	General Fund	DDA
Awarded, waiting on permitting	Black River Park	Accessible Launch	CZM	General Fund	50,000	50,000	100,000			50,000	
Awarded, waiting on funding	Black River Park	Fishing Platform	LWCF	Parks	78,100	78,100	156,200			78,100	
Pending funding	Black River Park	Parking Improvements	Rural Dev	DDA	131,633	30,000	161,633				
December Award?	Black River Park	Restroom Renovation	MNRTF Passport		12,500	37,500	50,000		12,500		131,633
December Award?	Black River Park	Skid Pier	MNRTF		12,500	37,500	50,000		12,500		
Preparing to apply	Black River Park	Fish Cleaning Station	GLFT		244,000	244,000	488,000		244,000		
Denied	Black River Park	Driveway Improvements	Waterways		86,000	86,000	172,000				
Denied	South Side	Dock Extension Engineering	Waterways		50,000	50,000	100,000				
Denied	South Side	Renovation	Waterways		62,500	62,500	125,000				
TOTAL								0	269,000	128,100	131,633