

Parks Commission

Regular Meeting Agenda

Tuesday, October 11, 2016
6:00 p.m., Council Chambers



City of South Haven

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes for the Record
 - A. September 13, 2016 Regular Meeting Minutes
5. Public Comments and Inquiries Concerning Items not on the Agenda.

REPORTS

6. Project Updates

NEW BUSINESS

7. Commission will be requested to approve the Cemetery Improvement plan.
8. Commission will be requested to select & approve the playground equipment to be installed as part of the North Beach improvements project.
9. Commission will be requested to review & approve the proposal from Edge Water Resources for a South Haven Lakeshore Vision and Management Plan in the amount of \$25,000.
10. Commission will be requested to approve the Soha Surf Shop LLC South Beach license agreement.
11. Commission will be requested to approve the Soha Surf Shop LLC Black River Park license agreement.
12. **DPW Director Comments-** *Moore: Spoke about his concern that the kayak rental is storing the kayaks on racks on the beach, while the agreement was for the kayaks to be removed each night. Hunter will review the agreement and look into it. In the original agreement and*

subsequent amendments SoHa was allowed to keep their racks at the beach for the season but were required to take down their tents each night. See Sections 5(e) and 5(f). The City Staff allowed them to keep their boats on the rack with the understanding that any theft or vandalism would be his liability and not the city's.

13. Commissioner Comments

14. Adjourn

RESPECTFULLY SUBMITTED,

William Hunter
DPW Director

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Parks Commission

Regular Meeting Minutes

Tuesday, September 13, 2016
6:00 p.m., Council Chambers



1. Call to Order by Warren Toneman at 6:00 p.m.

2. Roll Call

Present: Jeff Arnold, Bob McAlear, Chuck Moore, Wendi Onuki, Marilyn White, Warren Toneman

Absent: Patti Reinert

Also present: Bill Hunter, DPW Director; Kathy Burczak, Abonmarche; Amy Cook, Abonmarche

3. Approval of Agenda

Motion by Arnold, second by Moore to approve the September 13, 2016 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes for the Record

A. April 12, 2016 Regular Meeting Minutes

Motion by McAlear, second by Arnold to approve the April 12, 2016 Regular Meeting Minutes as written.

All in favor. Motion carried.

B. August 9, 2016 Workshop Meeting Minutes

A brief discussion ensued regarding the necessity of approving workshop minutes which was clarified by Council Representative Jeff Arnold.

Motion by Arnold, second by Moore to approve the August 9, 2016 Workshop Meeting Minutes as written.

All in favor. Motion carried.

5. Public Comments and Inquiries Concerning Items not on the Agenda.

None at this time.

REPORTS

6. Project Updates

Halberstadt reviewed updates on projects under development.

1. **Black River Park, Fishing Pier.** Prism Environmental began building and grounds improvements per the adopted improvement plan.
2. **BMX Pump Track.** Clay from the Kalamazoo street construction project is being delivered as planned.
3. **Cemetery Improvements.** Abonmarche is getting close to being able to send the project out for bids.

In response to a question, it was noted that funding for this project comes from people purchasing plots which are put into a fund earmarked for cemetery improvements. Another query brought the response that this project will not deplete the fund and there will be money left over for future improvements.

4. **Dyckman Beach Sign.** Staff indicated that it is time for decisions to be made in design of fonts and colors, which will be discussed in a later item on the agenda.
5. **Harborwalk.** On 09/13/2016 a one foot wide easement was obtained from the neighboring parcel owners. Concrete replacement has started near North Shore Drive and landscape work has occurred to permit sidewalk placement.
6. **Kids' Corner.** Waiting to see if a grant award will be made. In the interim staff has been replacing older damaged boards and doing preventative maintenance.
7. **North Beach Improvements.** Design is ongoing. This project will be discussed under Item 7 of tonight's agenda.

In response to a question about funding, it was explained that funding will be partially from the state and partially city funds.

8. **Optimist Tot Lot.** In response to a question Halberstadt encouraged anyone with creative ideas for playgrounds and parks to send those to him for consideration.
9. **South Beach Restrooms & Splash Pad.** Olson Brothers will be putting new shingles on the pavilion and restroom building.
10. **Water Street Streetscape Improvements.** Abonmarche will be looking at two different types of construction for building the staircase.

In response to a question regarding landings on the staircase, staff noted that once we dive into the design this issue can be brought back to the commission.

NEW BUSINESS

7. Commission will be requested to review the proposed play equipment for the North Beach Project.

Kathy Burczak explained that this master plan is a result of work done by the consultant with the public; an accessible playground structure was needed for grant approval. There was a landing space and a mat for access in the plan and upon further discussion with the city, direction was given for a theme type of project that would have play value, be accessible, and fit within the sight-line of the existing play structures. After questions regarding what Burczak meant by city direction, and queries about why the Parks Commission has not seen this before now, Halberstadt clarified that the city manager requested Abonmarche to look at a boat-themed structure.

Burczak informed that the existing equipment will remain in place except the dome circular climber which is in poor condition. The proposed play structure is an additional, new piece of playground equipment required for grant approval. This will add an accessible structure where there never has been one and is designed to encourage group play and interaction.

Burczak noted that the master plan that was approved indicates locating this structure in front of the triangle parking lot and where the existing pieces are with an accessible mat leading up to it with transfer station.

Option 1. Visually it looks large; it is 11'6" at the highest point. It has a couple of slides, a deck surface and the illusion of looking like an adventure ship. The packet includes photographs of the piece in an existing park.

Option 2. This structure is similar but without the smokestacks which lowers the height; there is still the effect of a ship but not as much. This option is offered in case there is concern with the height of Option 1.

Halberstadt said we are looking at two different options because of concerns with the impact on views by people that have property along the lakeshore. We have had several public input meetings and workshops. In response to a question by Onuki regarding the smokestacks, Burczak stated the smokestacks are primarily aesthetic. Discussion ensued regarding the differences between the options.

Moore asked the cost of the structures to which Burczak responded that Option 1, the ship with transfer installed is approximately \$48,000 while Option 2 installed the same way is about \$40,000. In response to another question by Moore, Burczak noted that she did research other options in the same theme. One, a tugboat theme, was a custom play structure which cost around \$80,000.

Toneman suggested that if this amount of money is being spent, the children's' view of the lake and perspective should be considered. In response to Burczak noting that the purpose

of this type of structures is to spark imaginative play, it was asked if a theme would limit imaginative play.

Discussion ensued regarding the difference in the amount of sand at the North Beach as compared to the aerial provided in the package. Halberstadt explained that the north beach doesn't lose a lot of sand; due to how the piers are located the North Beach tends to gain sand while the South Beach has lost a large amount of sand this year.

Discussion ensued regarding locating this play structure on the North Beach to which Onuki added that while she and her friends and their children do not go to the North Beach, if the boat-themed play structure was there she and her friends would go there.

In response to a comment by Moore, who feels the Parks Commission was not given enough input in deciding on a play structure, rather were given the option to vote on a \$40,000 or \$48,000 price tag, Toneman noted that since the splash pad will have a ship theme this play structure would provide continuity on both sides of the river and would tie in well. Discussion ensued regarding the number of children that can play on this structure at one time. Burczak explained the amount of space needed for a swing set is sixteen feet in front and back and six feet on each end and noted that a swing set would only accommodate three kids, but this will have accommodation for 20 to 25 kids.

In response to a question by Moore regarding whether any play structures that work like Lego© are available, Burczak noted that once this structure is in place, expansion can take place with a variety of other play items. Halberstadt added that the center part of the proposed structure is of a modular type design, with the piece that looks like the bow of a boat added to create the boat theme.

McAlear stated he was ready to make a motion to accept the proposed boat themed play structure but there was dissent by some members.

Motion by Arnold to instruct staff to continue exploring other theme playground options to be brought back to the Parks Commission. Second by Moore.

Ayes: Arnold, Moore, Onuki, White

Nays: McAlear, Toneman

Motion carried.

8. Commission will be requested to review improvements at the Liberty Hyde Bailey Museum campus.

Ann Long, Chair of the non-profit board of Liberty Hyde Bailey Museum, 903 South Bailey Avenue. Explained a little of the history of the museum which was deeded to the city in 1938. The museum site was initially placed under the Parks Department to preserve it.

Long noted that the board is proposing removing the invasive species in the under canopy, such as burning bush and Japanese honeysuckle and replacing them with native plants to maintain the integrity of the woods and so it looks as it did in Bailey's time, improve the nature trails and create a sanctuary for animals and people. Long explained that while the

property has been safeguarded within the park system it is not really a park, but more of a natural setting, which the board wants to capitalize on.

Long explained that eventually the board wants to have areas of art throughout the trail so it is a retreat for those who are looking for a sanctuary in nature. There is a variety of hardwoods and it is beautiful.

Halberstadt noted there is at least 1000 feet of trail and indicated that what staff is looking for tonight is a motion of support from the commission.

Motion by McAlear to support the proposal by the Liberty Hyde Bailey museum board.
Second by Arnold.

All in favor. Motion carried.

9. Commission will be requested to review the color and font selection for the Beach Access Signage.

Halberstadt explained that the color and font need to be decided on and reminded that this will be a standard for future signs. Some questions for the commission were

- 1.) Do we want the city logo on the sign?
- 2.) What font (see page 47 of the packet)? Recommends a simple font
- 3.) Colors
- 4.) Does the commission prefer "Oak Street Beach" or just "Oak Beach?"

Onuki asked if there is consistency with any of the other beach names and Halberstadt noted the names of the other beaches, none of which included the word street. Consensus for just calling it Oak Beach.

Arnold likes the idea of the logo, McAlear does also. There appeared to be consensus for using the logo.

Halberstadt suggested the blue #24 or #25 for the color of the lettering, the city logo being red and white. Onuki stated she likes the san serif in the example in the packet. Discussion ensued regarding what colors would be used where. There was consensus on the blue in the logo being the same as the lettering.

Toneman noted that he wants it to be simple, uniform and easy to read for those who aren't from South Haven, so they see the sign and they know it's one of our public beaches.

10. Commission will be requested to review the feasibility of instituting a ban on smoking in City Parks and other public outdoor spaces.

In response to comments about the information provided, Hunter agreed that he researched this subject quite a bit and noted that many communities along the lakeshore struggle with smoking on the beaches and outdoor spaces.

Hunter explained he found that there are some communities that have ordinances which could be found readily on their website. Others mention non-smoking but it is not in their ordinances. Hunter noted that this is the debate for the Commission, "Do you want an ordinance that is enforceable or do you want to just add it to prohibited acts?"

Hunter said the city gets complaints about the butts on the beach, noting that it is hard to clean up even with the beach cleaner. The butts do eventually get in your waterway. So it's something to consider. Moore stated he personally would not want to have someone smoking next to his grandchildren. Onuki had that happen and the smokers would not stop, in fact they laughed at her, so she and her children left.

McAlear wondered about talking to police department about enforcement, noting he is against smoking but wondered if trying to enforce it, along with alcohol, makes it more complex. Hunter said there are considerations; if you just use signage maybe 50% will obey it and 50% will say they are going to smoke anyway and that can get confrontational.

Discussion ensued regarding the effectiveness of signs. McAlear said he can support putting it on signage but right now with the alcohol he thinks it adds complexity with enforcement. Arnold noted that at City Council we heard from Police officers regarding enforcement on the rental issues, that they are tasked to protect life and limb; they will enforce rental issues secondarily.

Hunter said, "That is not our intent, we just want to make it clear in the ordinance and on signage, but that is for the commission to decide. Arnold said Michigan State just banned smoking on all campuses. McAlear pointed out that a college has a captive audience and they have to obey.

Onuki asked if there would be fines, to which Hunter responded, "Yes, and they are graduated, first offense, second offense, etc. if the commission wants to go that route."

McAlear asked what the state parks do. Moore said zero alcohol. It was noted that while the alcohol policy is a whole different issue, if the state parks regulate smoking that would be a benchmark.

White said people are going to smoke regardless and asked if the city has the legwork to enforce that kind of ordinance. Told about being at a recent Elkenburg Park event and there were people smoking and the city, state and sheriff law enforcement officers did not seem to find that to be a problem. "Are you willing to pay more officers to come in? Maybe you could have designated places where people can smoke." White noted that she does not really mind if people want to smoke around her.

Toneman asked if you want us to make a motion. Hunter said if the commission would like us to, staff could add smoking to the violations list. Hunter also stated the issue does not have to be decided tonight.

Motion by Arnold to amend the prohibited acts ordinance 58.83 to add smoking to prohibited activity in public outdoor spaces, Second by Moore.

Staff was asked for clarification regarding the use of the words “public places” and whether public places would include such places as the pavilion. Halberstadt pointed out that there are city spaces that are not technically in a public park. If we amend the ordinance to include parks and beaches, it doesn’t necessarily include other public spaces. After discussion it was decided that staff will come back to the commission with suggested language. Discussion ensued regarding other public spaces and adding vaping as well as smoking. Halberstadt said staff will investigate the ordinance.

Motion carried.

11. Elkenburg Park tree planting.

Hunter explained that Chemical Bank has graciously offered man power to plant trees. At the recent event in Elkenburg Park it was noted there is a lot of sun and not much shade in this park. City staff proposes adding ten additional trees to this park, still leaving open green space for kids to play.

Moore said he drove by and wondered if the proposed trees are fast-growing. Hunter noted that staff also considered that but some of the fast-growing trees, like silver maple, will not have longevity. The arborist recommended these varieties. In response to questions it was noted that the City of South Haven is providing the trees and the bank is providing the labor. The city will prepare the holes and they will plant the trees.

Onuki asked about the idea of planting ornamental cherry trees, explaining the tradition in Japan that when the cherry trees bloom people take the day off and have picnics under the cherry trees. Hunter suggested looking into the hardiness zone, looking into the possibility of the species you are referring to.

Motion by Arnold, second by McAlear to proceed with the Elkenburg tree planting.

All in favor. Motion carried.

12. DPW Director Comments

Hunter thanked the commission.

13. Commissioner Comments

Moore: Spoke about his concern that the kayak rental is storing the kayaks on racks on the beach, while the agreement was for the kayaks to be removed each night. Hunter will review the agreement and look into it.

Moore: Signage on park benches. “What size is it going to be?” Arnold noted that the commission wanted to get it standardized. Hunter explained that the plaque size will be in the application for the donation. Those options will be gone over with the applicant.

Discussion ensued regarding plaques for tree donation and the life expectancy of various items that can be donated.

14. Adjourn

Motion by McAlear, second by Arnold to adjourn at 7:33 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary



City of South Haven

Agenda Item #6

Parks Project Updates

Background Information

This report contains information regarding Parks and Cemetery Projects that are under development. Some projects are awaiting a funding source prior to proceeding with design and construction. Others may already be in the design or construction phase, as noted. Projects will be tracked until completion, at which point, a decision can be made to remove the project from the monthly update list. New projects will be added to the list from time to time as they are started.

1. **Black River Park, Fishing Pier** (*Construct parking area and fishing pier at site of former Street Department garage.*)

12/08/15: Abonmarche is currently working on the design of this project, including environmental remediation requirements. Staff anticipates bringing the plan to the Parks Commission for review in the next few months.

6/14/16: Abonmarche is continuing to review environmental remediation requirements to deal with soil contamination caused by former City operations at this site.

8/09/16: Prism Environmental has been hired to oversee environmental remediation of site.

9/13/16: Prism Environmental began environmental sampling to define remediation requirements.

2. **BMX Pump Track** (*Construct Bicycle Pump Track on Wells Street adjacent to Cemetery and Public Safety Building.*)

1/12/16: City has received notice of pending funding award from the Michigan DNR Recreation Passport Program. The intent is to utilize soil material removed from area roadway projects to construct the facility.

4/12/16: City anticipates that clay spoils from the Kalamazoo Street Reconstruction Project will be moved to this site beginning in June.

8/09/16: The Kalamazoo Street Reconstruction Project is underway. Clay spoil delivery is scheduled to occur during this project.

10/05/16: Completion date is set up for May 1, 2017 for all grading and restoration, and final completion including paving and cleanup by May 19, 2017. This schedule also provides flexibility to deliver all the necessary embankment material from the Kalamazoo projects.

3. Cemetery Improvements (*Begin building and grounds improvements per the adopted improvement plan.*)

12/8/15: Abonmarche has prepared a proposal which is being reviewed by City staff.

4/12/16: Abonmarche proposal to be reviewed by Parks Commission at this meeting.

6/14/16: Abonmarche has been awarded the design contract and has held a kick-off meeting with City staff. Construction is scheduled to begin in early fall with completion by the end of the year.

10/5/16: Bidding 10/17 – 11/9,
Award 11/21,
Construction start 12/5 (Building) & March 2017 (site work)
with late spring completion.

4. Dyckman Beach Sign (*Install decorative sign at entrance to the Dyckman Beach Parking Area.*)

12/8/15: Pricing has been obtained for the precast concrete sign elements. Staff is reviewing sign needs at other beach entrances. Staff will seek revised pricing for production precast concrete for all required signs in an effort to drive down cost.

4/12/16: Signage at Dyckman Beach, Packard Park, Oak Street Beach, and Newcome Beach will be included in the North Shore Drive project scheduled to begin construction this fall. Resurfacing of Packard Park pavement will also be bid with this project.

5. Harborwalk Improvements (*Resurface walkway from North Shore Drive to Black River Street. Incorporate landscape improvements where feasible.*)

12/8/15: Staff has started discussions with property owners near North Shore Drive. It is anticipated that discussions will resume in January.

9/13/16: A 1-foot-wide easement has been obtained from the neighboring parcel owners. Concrete replacement has started near North Shore Drive and landscape work has occurred to permit sidewalk placement.

6. Kid's Corner Play Structure (*Renovate or replace play structure.*)

12/8/15: Funding for this work is not yet available. Decision on renovate vs. replace has not been made.

4/12/15: Grant application for Recreation Passport program submitted on 4/1/16. Requested grant amount is \$45,000 with a local match of \$48,000. This money would be used to address ADA access and safety concerns, but is not sufficient for full structure rehabilitation.

7. North Beach Improvements (*Reconstruct parking areas, update lighting, renovate restrooms, install Kayak access mats, install paved access to north pier.*)

12/8/15: The City has applied for a Michigan Natural Resources Trust Fund grant to assist with funding these improvements. This year's applications have been scored by the MDNR and it appears our project has a high enough score to be funded next year. Construction will need to occur during the off season.

1/12/16: The City has received notice that this project has been recommended for funding by the MNRTF Board of Trustees.

3/8/16: Abonmarche has been reviewing utility improvements that are needed in conjunction with this work.

6/14/16: Several open houses were held to solicit additional public input on this project. Abonmarche will be working on final design over the summer with construction scheduled to begin in fall of 2016.

8/09/16: Abonmarche has held a design kickoff meeting and is working to develop bid documents.

10/05/16: North Beach Park and Paving Improvements would be completed after Memorial Day 2017.

8. Optimist Tot Lot, New Playground Equipment and ADA Surfacing (*Purchase and install new playground equipment, install barrier free play surfacing.*)

12/8/15: Funding for this work is not yet available. Several attempts to obtain grant assistance have been unsuccessful. An updated quote for the play structure has been obtained.

9. South Beach Restroom Improvements & Splash Pad (*Renovate restroom building to add capacity, construct permanent concession stand building.*)

12/8/15: Funding for this work is not yet available. The City will be seeking grant funds to assist with these improvements. At the present time, the North Beach Improvement project is taking priority over this project.

3/8/16: City is preparing to submit grant application for Splash Pad. Restroom construction will likely occur concurrent with Splash Pad construction. Awards for the grant program are anticipated to be announced in December. If we receive a grant, this would permit construction to occur in fall of 2017.

4/12/16: Grant application for Michigan Natural Resources Trust Fund submitted on 4/1/16. Requested grant amount is \$300,000 with a \$268,506 local match.

8/09/16: Olson Brothers will be installing new architectural shingles on the pavilion and restroom building in the fall.

10. Water Street Streetscape Improvements (*Landscape and Pedestrian Access Improvements along south side of Water Street.*)

1/12/16: City Manager is working to complete review of the conceptual plan by all Boards, Commissions and City Council. Parks Commission completed review in September of 2016. It is anticipated that some of the hillside cleanup activities may start this spring. Construction of the stairway from Eagle Street to Water Street may begin this fall if funds are available.

9/13/16: Abonmarche will be contracted to develop plans for the stairway between Indiana and Water Streets.

Attachments

Project Location Map
Fishing Pier Conceptual Plan
BMX Pump Track Plan
Cemetery Improvement Master Plan
Harbor Walk Construction Photo
Monroe Park/Kids Corner
North Beach Park Master Plan
Optimist Tot Lot Conceptual Plan
South Beach Restrooms Conceptual Plan
Water Street Streetscape Improvements Conceptual Plan

Parks Project Locations

City of South Haven, MI

9/7/2016



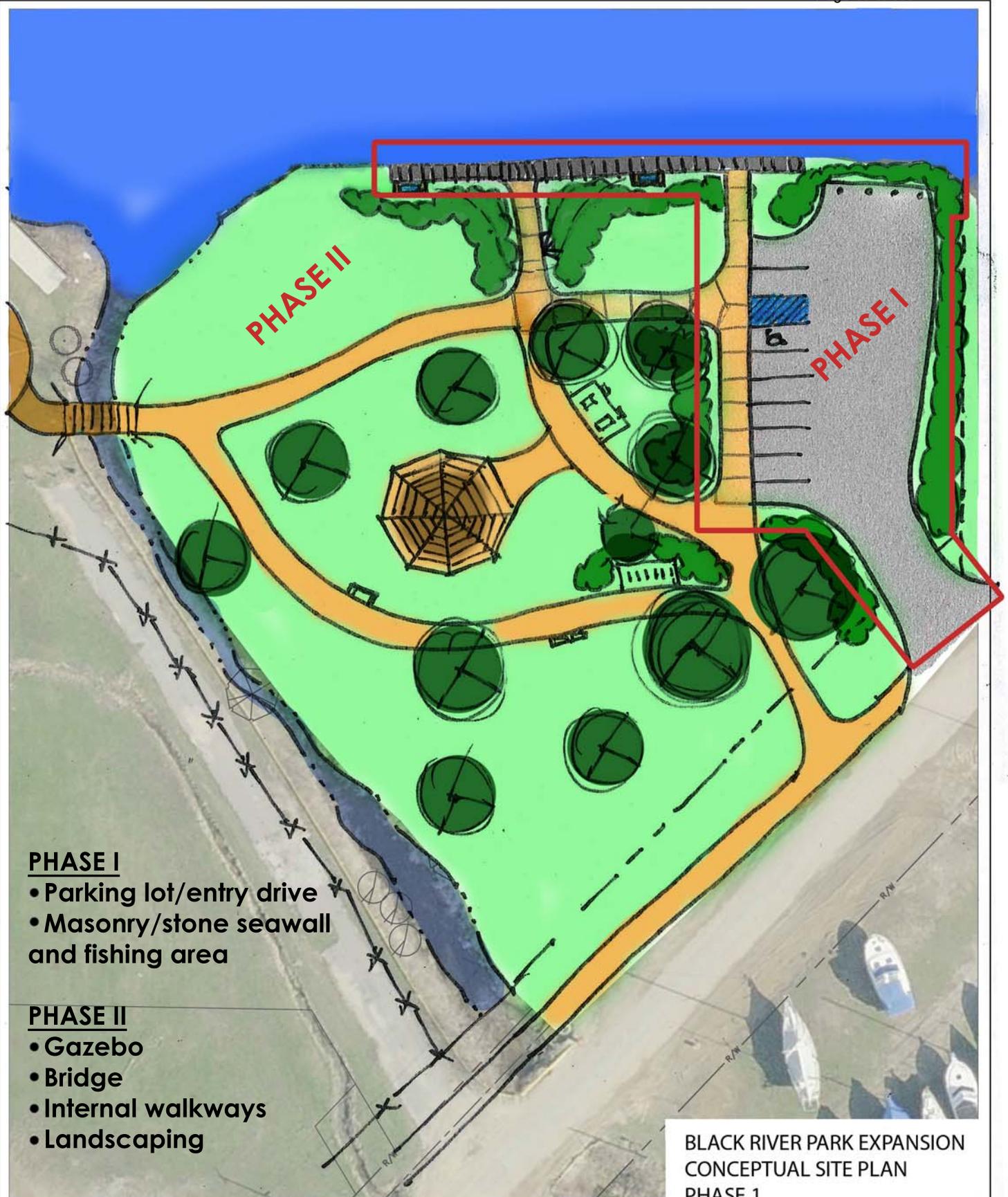
Lake Michigan



1. Black River Park - Fishing Pier
2. BMX Pump Track
3. Cemetery Improvements
4. Beach Signage
5. Harborwalk Improvements
6. Kid's Corner - Play Structure
7. North Beach - Improvements
8. Optimist Tot Lot - New Playground Equipment
9. South Beach - Restroom Improvements
10. Water Street Streetscape Improvements



P:_Projects\2011 PROJECTS\PI 1-52 South Haven Celery Pond Creek Restoration\Site Plan\10-0024 VB 2007 aerials 4.dwg, 8 x 11 (V) (2), 5/4/2011 4:28:19 PM, bbaker, 1:1



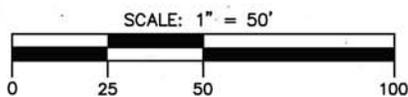
PHASE I

- Parking lot/entry drive
- Masonry/stone seawall and fishing area

PHASE II

- Gazebo
- Bridge
- Internal walkways
- Landscaping

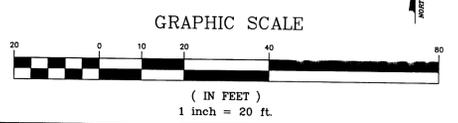
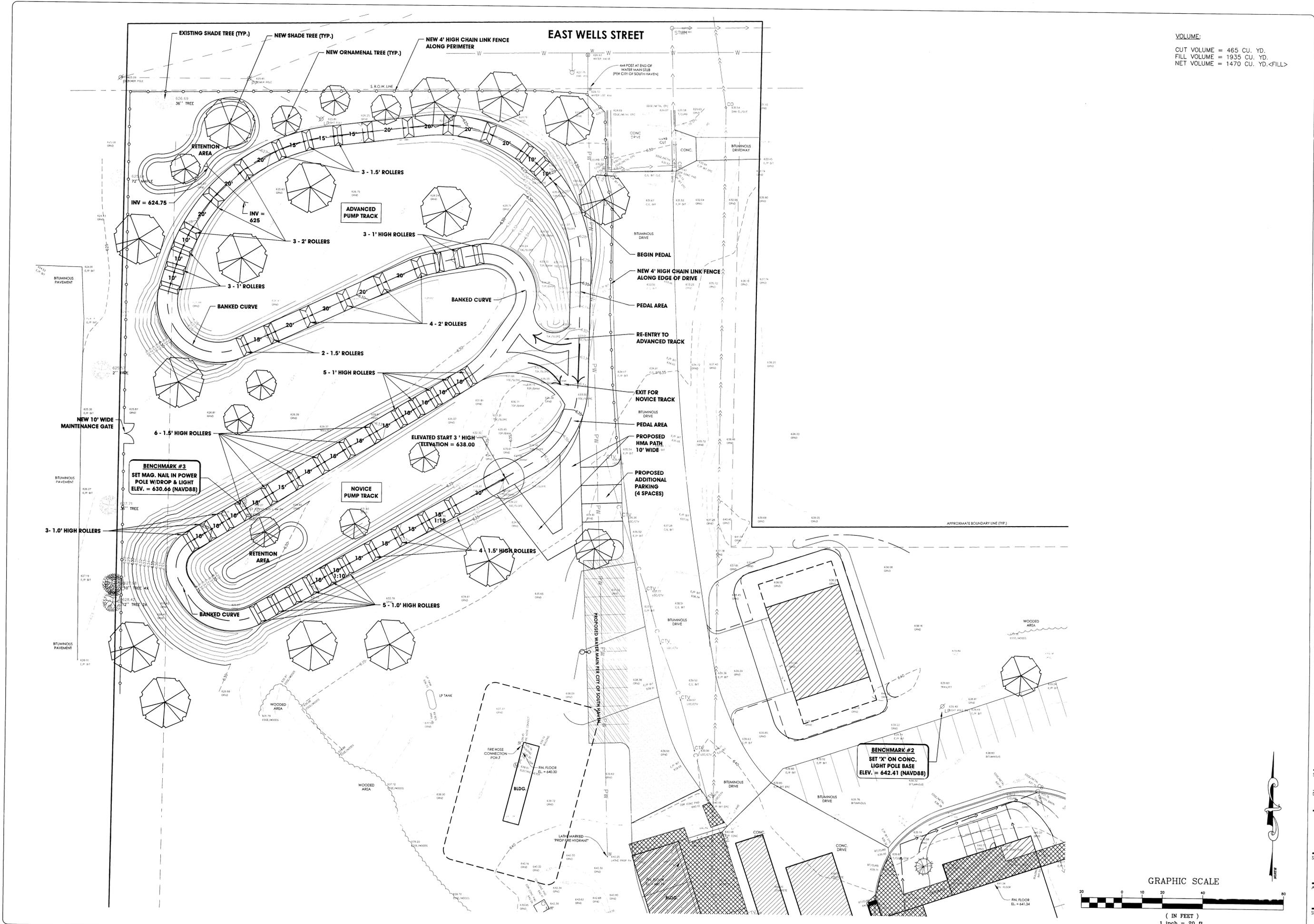
BLACK RIVER PARK EXPANSION
CONCEPTUAL SITE PLAN
PHASE 1



ABONMARCHE

Confidence By Design

VOLUME:
 CUT VOLUME = 465 CU. YD.
 FILL VOLUME = 1935 CU. YD.
 NET VOLUME = 1470 CU. YD. <FILL>



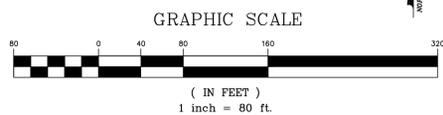
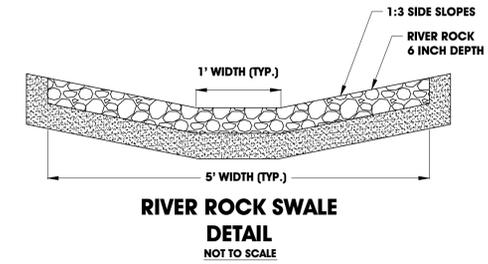
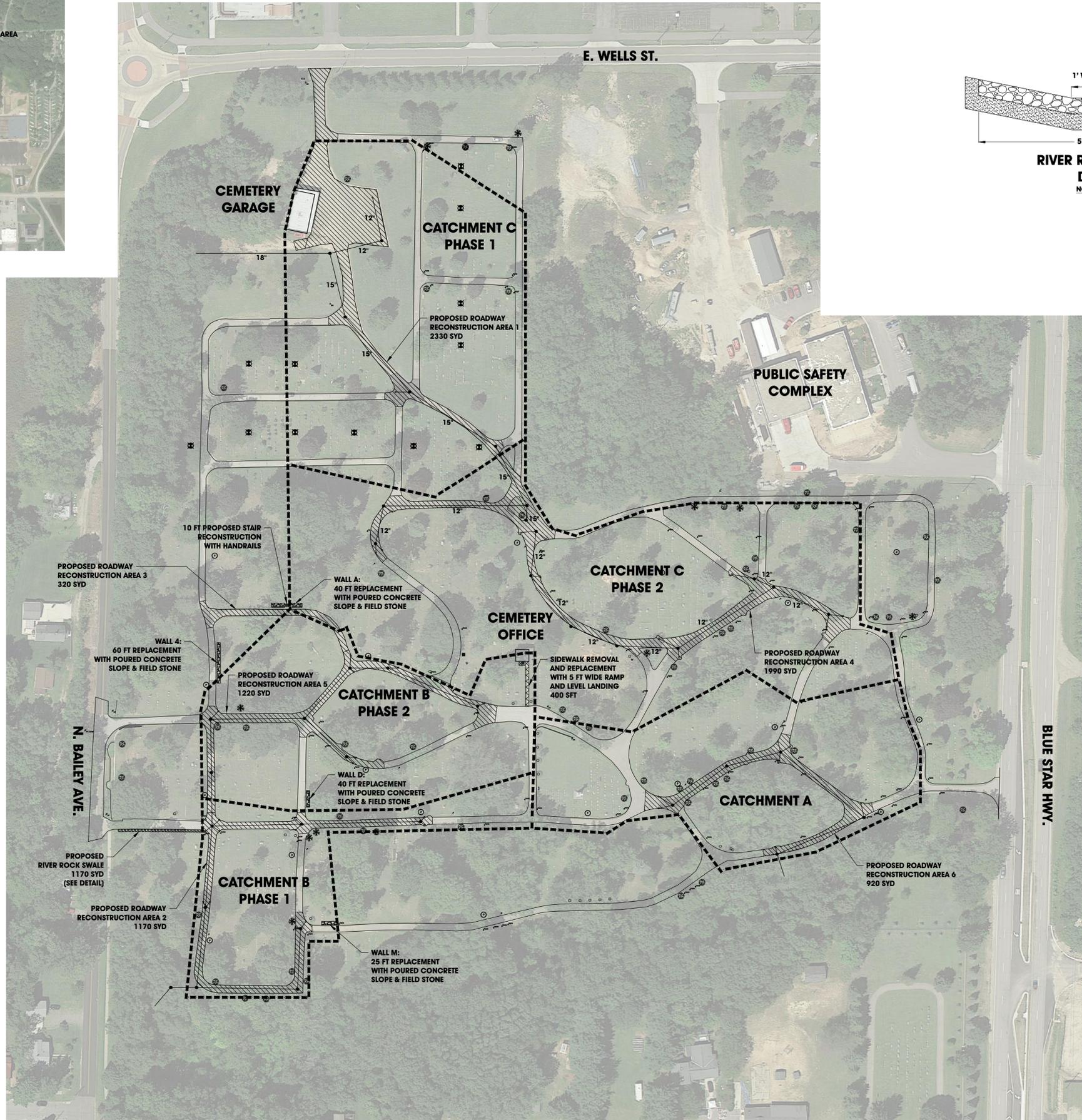
NO.	REVISION DESCRIPTION:	BY:	DATE:

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LAKE VIEW CEMETERY VICINITY MAP

-  PROPOSED ROADWORK
-  PROPOSED SIDEWALK
-  PROPOSED WALL WORK
-  DR STRUCTURE, 48 INCH DIA
-  DR STRUCTURE, 48 INCH DIA
-  POST MOUNTED YARD HYDRANT
-  FROST-PROOF YARD HYDRANT



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Purdue, IN

PROJECT:
**LAKEVIEW CEMETERY
SOUTH HAVEN, MICHIGAN**

SHEET TITLE:
MASTER PLAN

DRAWN BY: **DJL**
DESIGNED BY: **SPJ**
PM REVIEW:
QA/QC REVIEW:
DATE: **DECEMBER 2014**
SEAL:

SIGNATURE:

DATE:

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES

SCALE:
HORZ: **1"=80'**
VERT: **N/A**

ACI JOB #
14-0696

SHEET NO.
2 of 6

NO.	REVISION DESCRIPTION:	BY:	DATE:

Existing 5' wide HarborWalk Easements
North Shore Dr to Black River Street





NOV 17 2009

Monroe Park / Kid's Corner



Kid's Corner Playground

Restrooms & Picnic Shelter





NEW NON-MOTORIZED WATERCRAFT LANE (WIDTH = 25 FT) LANE BUOY DESIGNATION

existing chain link fence
non-motorized parking area with security bollards

NEW CONCESSION AREA
remodeled & expanded building
remodeled plaza area & extension across roadway

NEW BEACH ACCESS
accessible beach mat
seasonal transfer area

shower tower

VOLLEYBALL COURTS

DUMPSTER ENCLOSURE
8' x 12' concrete area
DROP-OFF LANE
VEHICULAR AND TRAILER (FOR NON-MOTORIZED WATERCRAFT DROP)
accessible control bollards

NEW PLAYGROUND AREA
accessible walkway mat
accessible playpiece

REVISED ESPLANADE PLAZA PUBLIC PARKING
new bituminous paving
new curbed islands with sand & dune grass stabilizing
21 vehicle parking spaces
3 vehicle with trailer spaces

high visible crosswalk

FLUSH CROSSWALK ISLAND
crosswalk extension
accessible parking aisle
informal drop off zone
control bollards

NEW BEACH PROMENADE
concrete walk, 12' min.
memorial benches on paving

retrofitted street lights for night sky compliance

trash

existing parking kiosk
relocated memorial benches, 11

NEW BEACH ACCESS
accessible beach mat
seasonal

ROADWAY IMPROVEMENTS
new bituminous paving
91 parking spaces

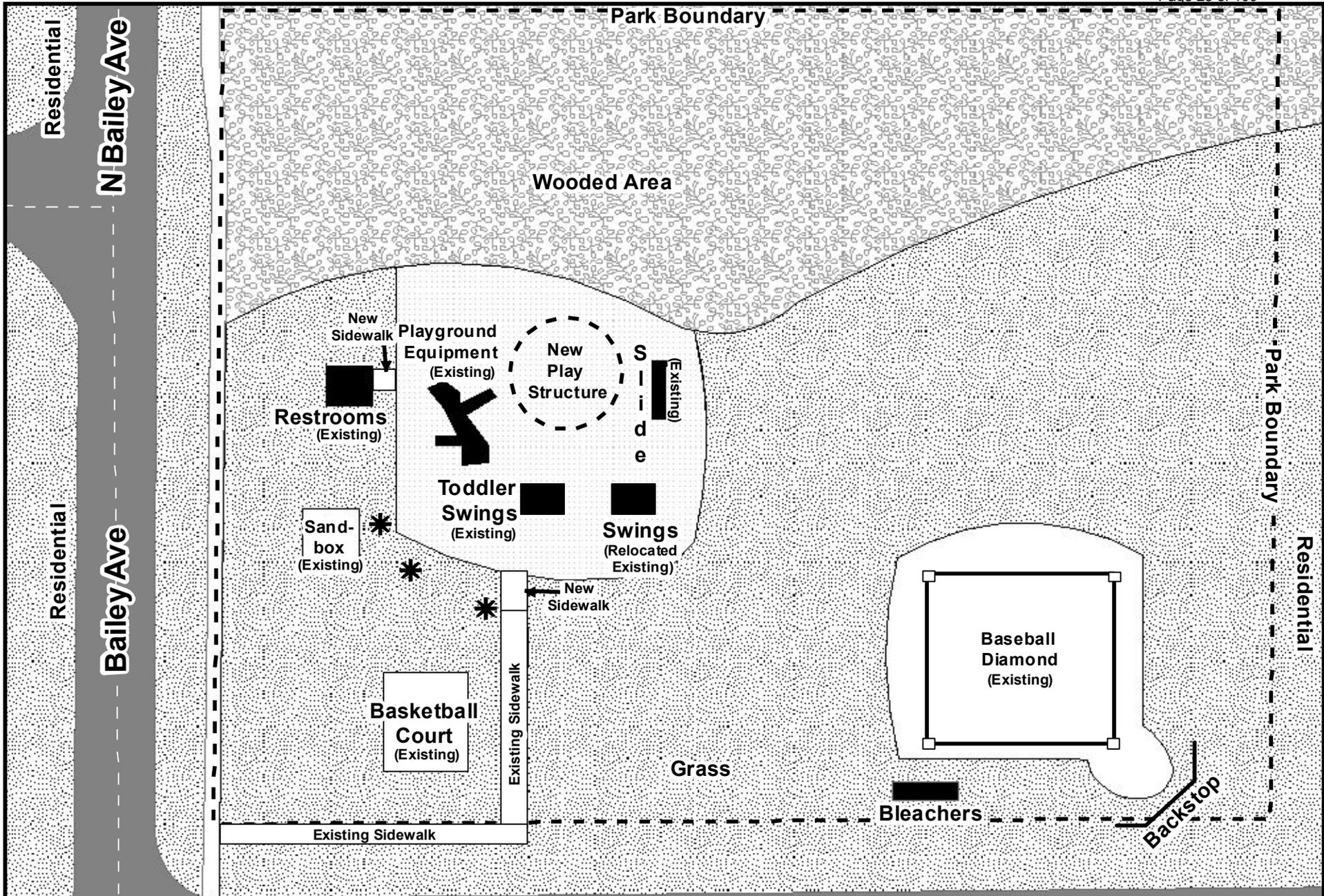
NEW PIER CONNECTION
curbed walkway
emergency access
service vehicles
accessible pedestrian connection
site amenities

PEDESTRIAN CONNECTION TO CHANNEL WALK
control bollards

NORTH BEACH PARK MASTER PLAN

CITY OF SOUTH HAVEN





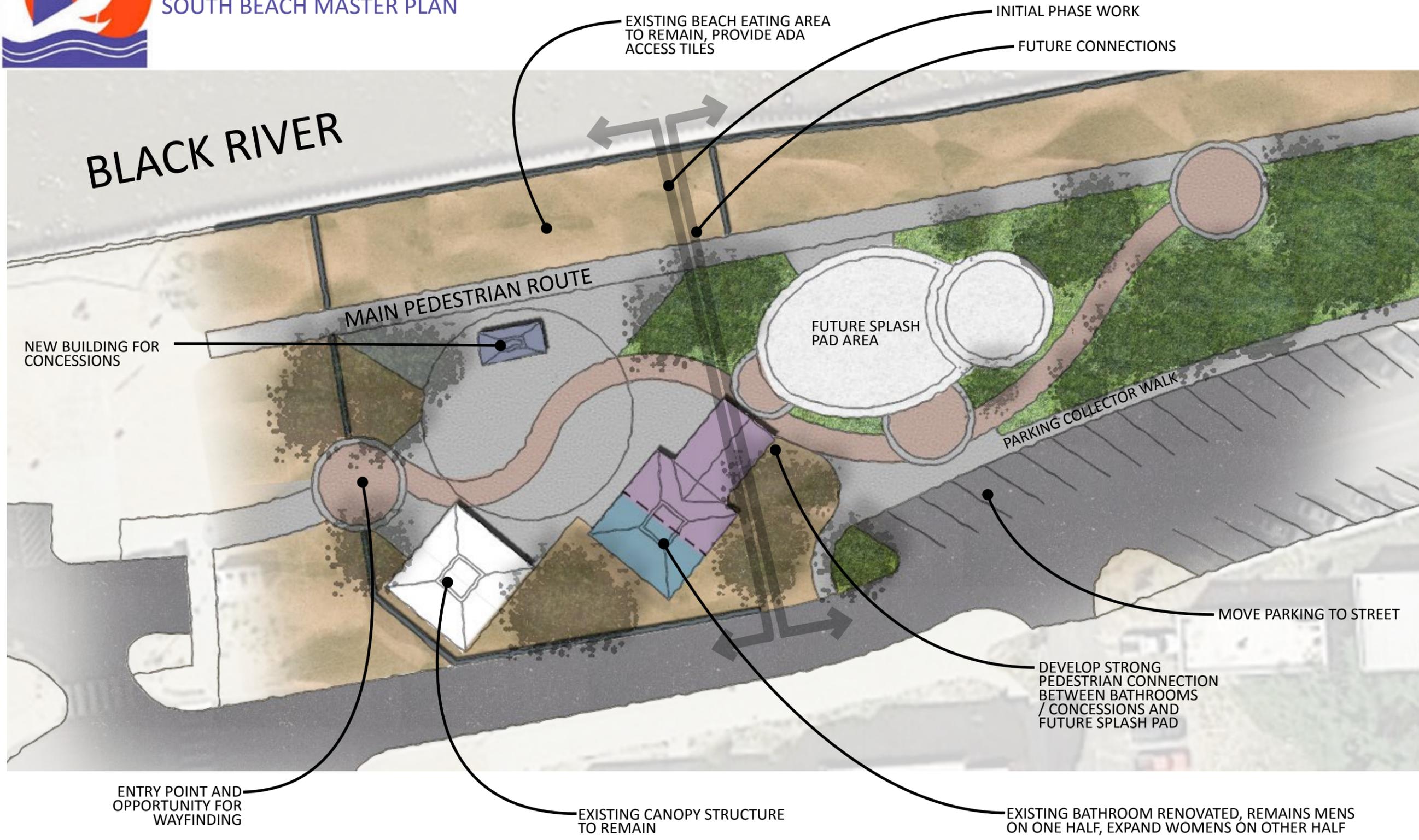
Updated: 2/23/2012

Optimist Tot Lot - Site Development Plan & Boundary Map



CITY OF SOUTH HAVEN

SOUTH BEACH MASTER PLAN



CONCEPTUAL PLAN SKETCH - OPTION 3



BLACK RIVER HARBOR



SOUTH SIDE

Water Street Streetscape Improvements

City of South Haven
4-15-15



DESIGN GUIDELINES FOR WATER STREET EDGE, SOUTH SIDE

- Create a more attractive street edge on the south side of Water Street
- Reduce maintenance efforts
- Improve pedestrian connections to attractions: Waterfront, Lightkeeper Museum, Channel
- Highlight unique elements along Water Street: Lighthouse Keeper Museum, WPA retaining wall, Channel and Lake Michigan views.
- DESIGN PROGRAM
- repetition and appropriateness of materials
- replacement of street lights with decorative and energy-efficient lights and removal of overhead lines where possible
- creation of a 'clean and crisp' planting edge the entire length of street
- screening of power stations, utilities and dumpster
- use of signature plantings, i.e.:
- sweeps of dune grass at corners, at the Waterfront and at 'sunny' terraces. mowable grass strip between curb and walls.



SOUTH SIDE

Water Street Streetscape Improvements

City of South Haven
4-15-15



1" = 20'

Cornelisse
Design Associates, Inc.
 LANDSCAPE ARCHITECTURE
 818 Sarasota St / Grand Rapids, MI 49546



Water St - St. Joseph St to Maple St

SOUTH SIDE

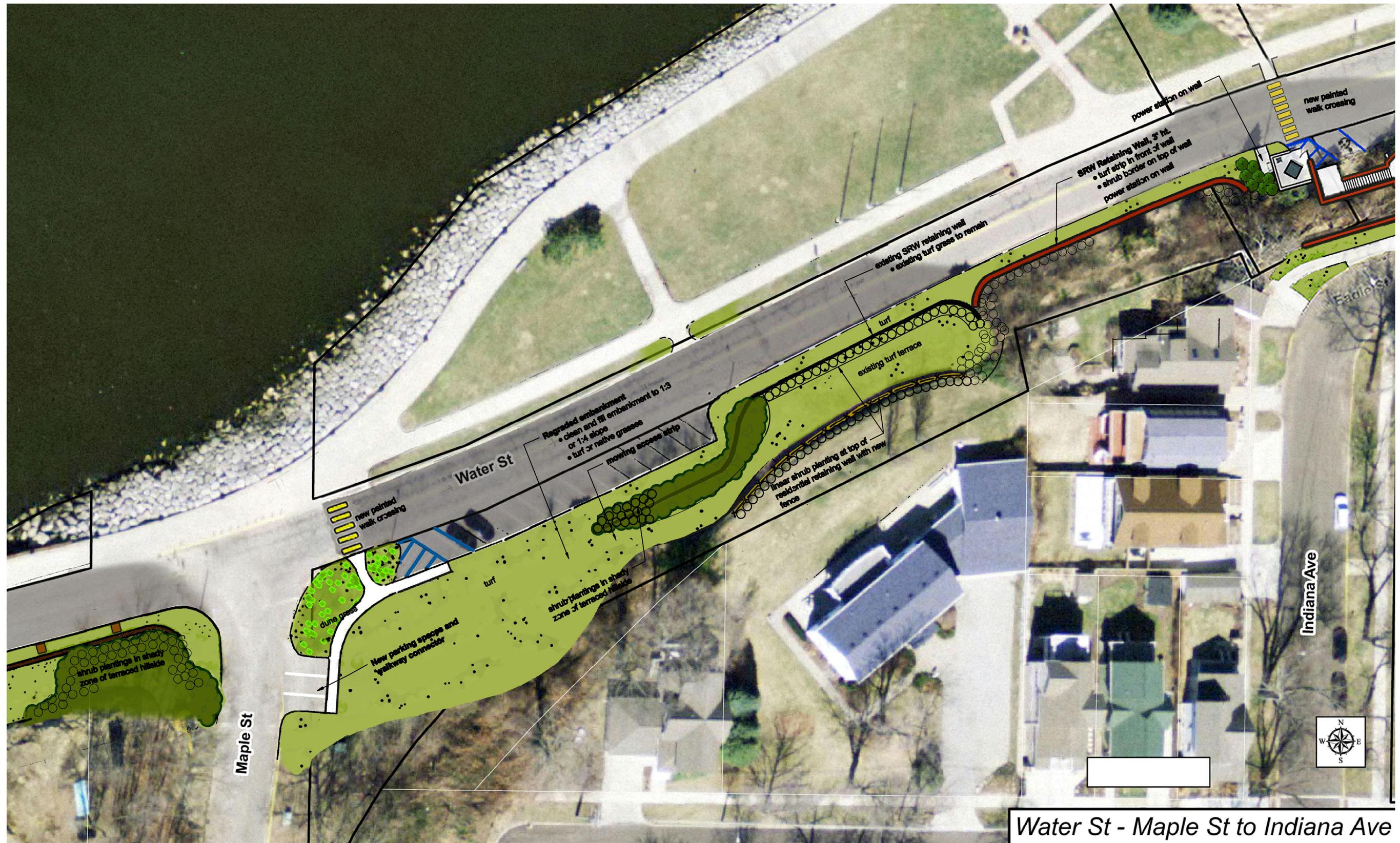
Water Street Streetscape Improvements

City of South Haven
4-15-15



1" = 20'

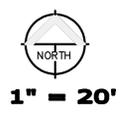
Cornelisse
Design Associates, Inc.
 LANDSCAPE ARCHITECTURE
 818 Sarasota SE/ Grand Rapids, MI 49546



SOUTH SIDE

Water Street Streetscape Improvements

City of South Haven
4-15-15



Cornelisse
Design Associates, Inc.
 LANDSCAPE ARCHITECTURE
 818 Sarasota SE / Grand Rapids, MI 49546



SOUTH SIDE

Water Street Streetscape Improvements

City of South Haven
4-15-15

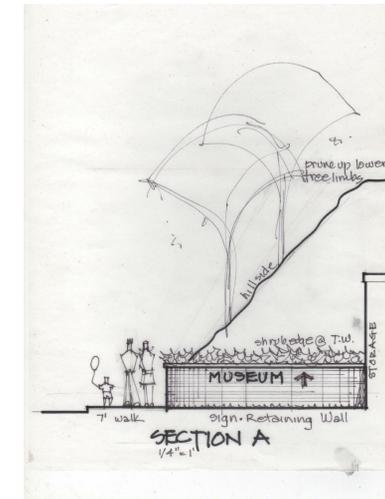


1" = 20'

Cornelisse
Design Associates, Inc.
 LANDSCAPE ARCHITECTURE
 818 Sarasota SE / Grand Rapids, MI 49546

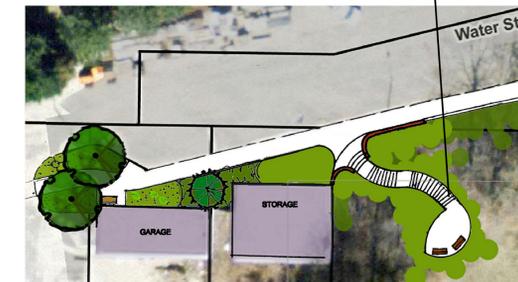


**Upper Level Access
ENLARGEMENT DETAIL**
Scale: 1" = 20'



**Water Street
ELEVATION AT MUSEUM HILLSIDE WALL**
Not to Scale

**Concrete replacement steps
and overlook terrace from
Water St.**



**Water Street
OPTIONAL STEPS @ MUSEUM HILLSIDE WALL**
Not to Scale

SHEET INDEX

SHEET NO.	TITLE
1	TITLE SHEET AND LOCATION MAP
2	OVERALL PLAN
3	HYDRANT MAP AND WAYFINDING SIGNAGE
4	ENLARGED PLAN AREA A
5	ENLARGED PLAN AREA B
6	ENLARGED PLAN AREA C
7	ENTRY WALLS
8	CONCRETE STAIRS
9	LOW WALLS
10	BUILDING SITE IMPROVEMENTS

ARCHITECTURAL DRAWINGS SHEET INDEX

SHEET NO.	TITLE
A1.1	DEMOLITION PLAN, NEW WORK, CEILING & ROOFING PLANS
A2.1	EXTERIOR & INTERIOR ELEVATIONS
E1.1	ELECTRICAL POWER/LIGHTING PLANS, SCHEDULES & DIAGRAMS
MP1.1	MECHANICAL & PLUMBING FLOOR PLANS

CITY OF SOUTH HAVEN

LAKEVIEW CEMETERY IMPROVEMENTS PROJECT



CITY OF SOUTH HAVEN OFFICIALS

MAYOR	ROBERT BURR
CITY COUNCIL MEMBER - WARD ONE	SCOTT SMITH
CITY COUNCIL MEMBER - WARD ONE	VICKY KOZLIK WALL
CITY COUNCIL MEMBER - WARD TWO	JEFF ARNOLD
CITY COUNCIL MEMBER - WARD TWO	CLARK GRUBER
CITY COUNCIL MEMBER - WARD THREE	ANDY KLAVINS
CITY COUNCIL MEMBER - WARD THREE	STEVE SCHLACK
CITY MANAGER	BRIAN DISSETTE
CITY ENGINEER	LARRY HALBERSTADT, PE

LOCAL UTILITIES

GAS:
 MICHIGAN GAS UTILITIES
 SCOTT PURUCKER
 711 STARLITE DR.
 BENTON HARBOR, MI 49022
 (269) 927-5531

SEWER & WATER:
 CITY OF SOUTH HAVEN
 PUBLIC WORKS
 RON DOTSON
 1199 8TH AVENUE
 SOUTH HAVEN, MI 49090
 (269) 637-0719

ELECTRIC:
 CITY OF SOUTH HAVEN
 ELECTRIC DEPT.
 JIM PEZZUTO
 1199 8TH AVENUE
 SOUTH HAVEN, MI 49090
 (269) 637-0756

CABLE:
 COMCAST
 JOE SCHOPF
 11921 EAST M-89
 RICHLAND, MI 49083
 (269) 203-7199

TELEPHONE:
 FRONTIER COMMUNICATIONS
 MIKE KARLE
 601 N. US-131
 THREE RIVERS, MI 49093
 (269) 273-0383

INTERNET:
 BLOOMINGDALE COMMUNICATIONS
 P.O. BOX 187
 101 W. KALAMAZOO STREET
 BLOOMINGDALE, MI 49026
 MR. DAN KEY
 (269) 521-7300
 DKEY@BLOOMINGDALECOM.NET

MERIT NETWORK INC.
 1000 OAKBROOK DRIVE, SUITE 200
 ANN ARBOR, MI 48104-6794
 (734) 527-5700
 WWW.MERIT.EDU

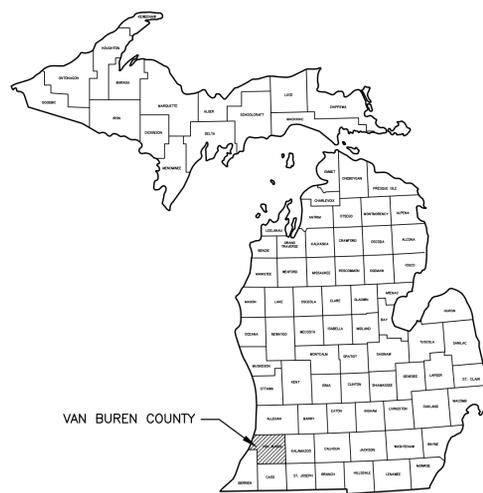
CALL MISS DIG

1-800-482-7171 OR 811

FOR PROTECTION OF THE UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL MISS DIG A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING CONSTRUCTION OPERATIONS. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE "MISS DIG" ALERT SYSTEM.



Know what's below.
 Call before you dig.



COUNTY KEY

NOTES:

EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS OR IN THE PROPOSAL AND SUPPLEMENTAL SPECIFICATIONS CONTAINED THEREIN, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2012 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION.

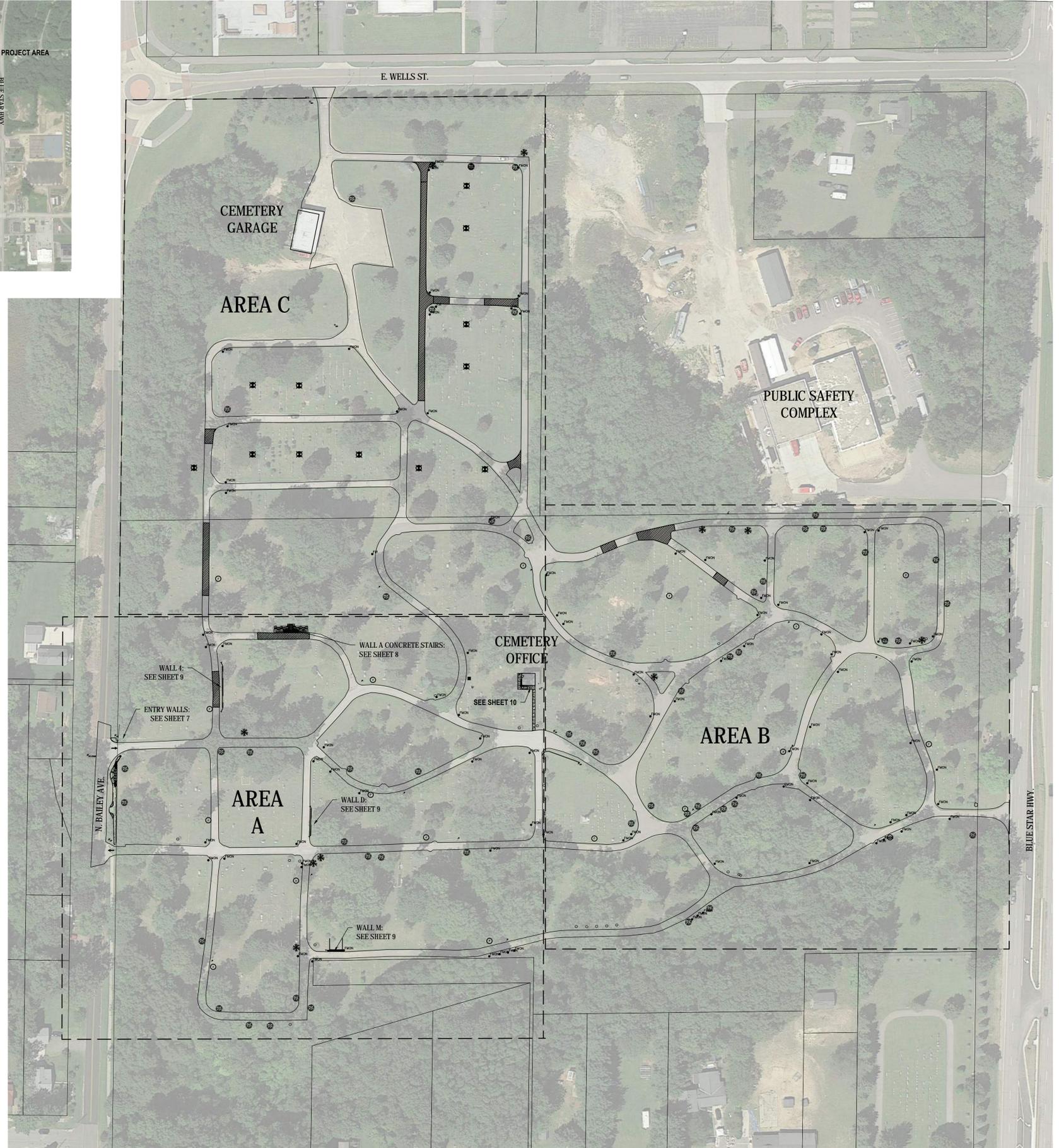
PROJECT LOCATION MAP

NOT TO SCALE





LAKE VIEW CEMETERY VICINITY MAP



CRACK SEALING AND REPAIR NOTES:
• COLD MILL AND REPLACE HMA PAVEMENT 1.5 INCH DEPTH PER AREAS SHOWN. SEE SPECIFICATIONS.
• CRACK SEAL 1.5 MILES IN LENGTH TO INCLUDE CLEAN AND PREPARE CRACKS TO REMOVE ALL DEBRIS AND VEGETATION AND INSTALL CRACK SEAL PER SPECIFICATIONS.

HATCH LEGEND



EXISTING HYDRANT/MONUMENT LEGEND

- ⊙ POST MOUNTED YARD HYDRANT (PMH 1-13)
- ⊙ EXISTING MONUMENT
- ⊗ FROST-PROOF YARD HYDRANT (FPH 1-18)

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Architect
Land Surveying
Interior Design
Community Planning
Landscape Architecture
Development Services

915 West Main Street
Benton Harbor, MI 49023
T 269.927.2295
F 269.927.1017

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**PROPOSED IMPROVEMENTS
LAKEVIEW CEMETERY
SOUTH HAVEN, MICHIGAN**

**OVERALL PLAN
CRACK SEALING
AND MAINTENANCE**

SHEET TITLE: _____

DRAWN BY: **DJL**

DESIGNED BY: **SPJ/KB**

PM REVIEW: _____

QA/QC REVIEW: _____

DATE: **JULY 2016**

SEAL: _____

SIGNATURE: _____

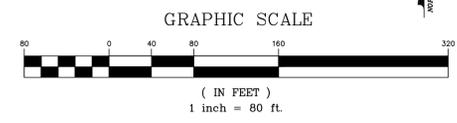
DATE: _____

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES

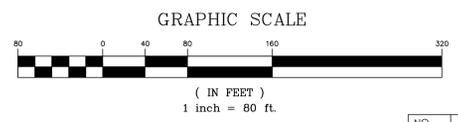
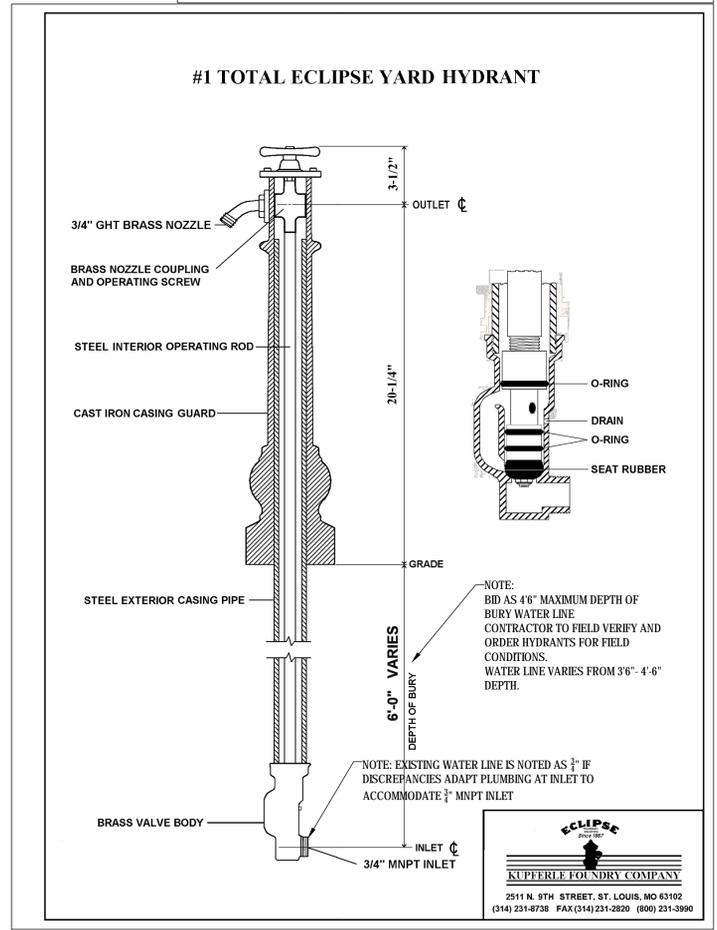
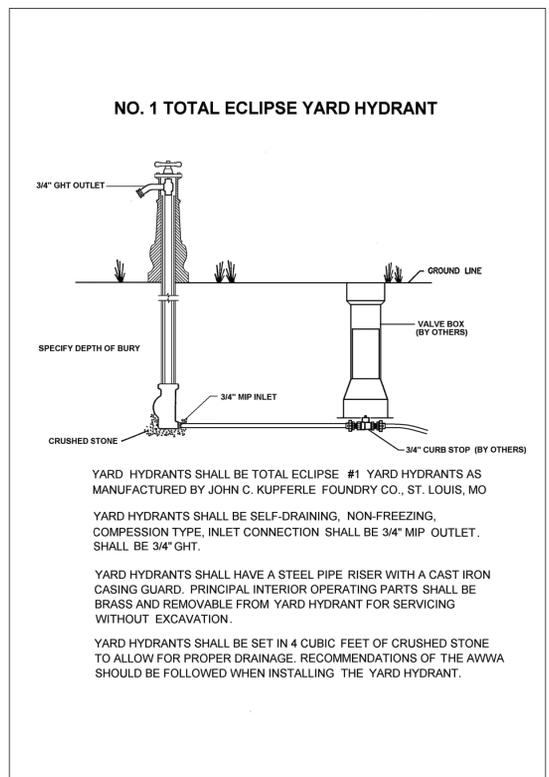
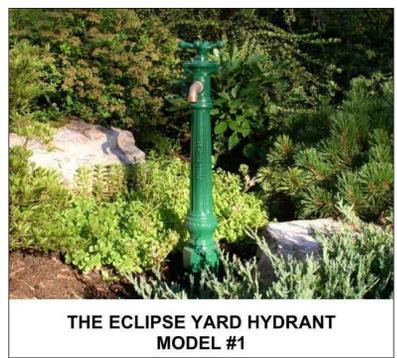
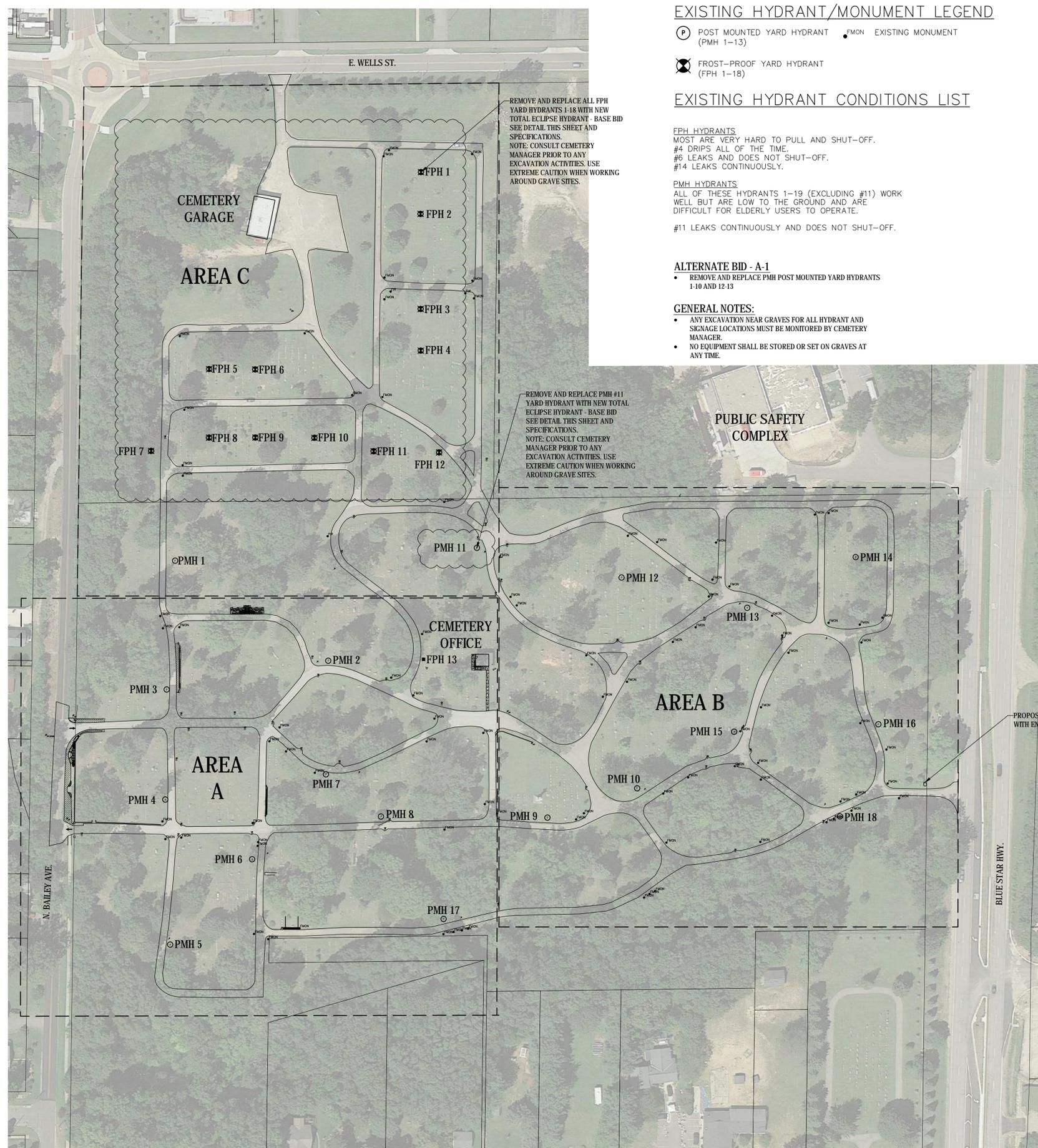
SCALE:
HORZ: 1" = 80'
VERT: N/A

ACI JOB #
16-0442

SHEET NO.
2 of 10



NO.	REVISION DESCRIPTION:	BY:	DATE:



NO.	REVISION DESCRIPTION:	BY:	DATE:

**PROPOSED IMPROVEMENTS
 LAKEVIEW CEMETERY
 SOUTH HAVEN, MICHIGAN**

ENTRY WALLS

SHEET TITLE: **ENTRY WALLS**

DRAWN BY: **DJL/KB**

DESIGNED BY: **AC/KB**

PM REVIEW:

QA/QC REVIEW:

DATE: **JULY 2016**

SEAL:

SIGNATURE:

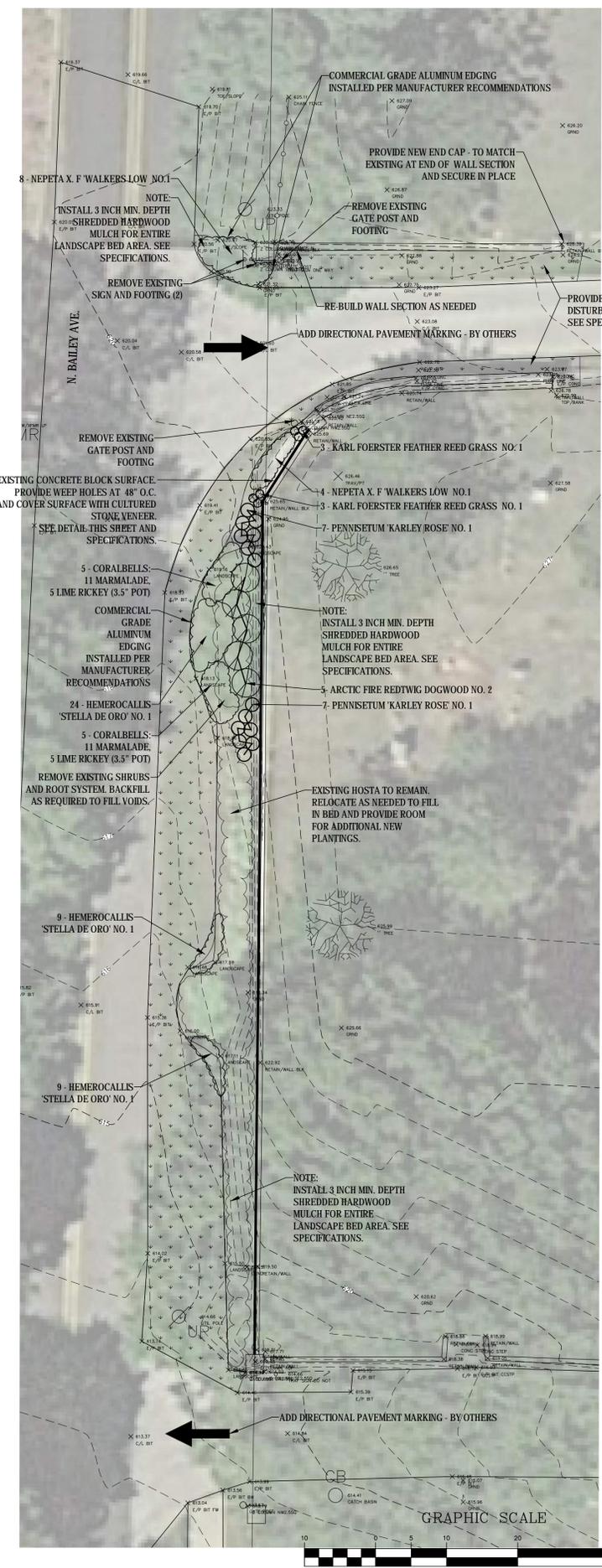
DATE:

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES

SCALE:
 HORZ: 1" = 10'
 VERT: N/A

ACI JOB #
16-0442

SHEET NO.
 of 10



- EXISTING NORTH COLUMN AND WALL:**
- REMOVE ENTER SIGN AND ONE WAY SIGN INCLUDING FOOTINGS.
 - REMOVE EXISTING GATE POST AND FOOTING.
 - REMOVE HARDWARE AND CABLE PROTRUDING FROM COLUMN.
 - REMOVE CRUMBLING MORTAR. ADD MORTAR AND TUCK POINT JOINTS.
 - RE-BUILD ANY AREAS AS REQUIRED.
 - POWER WASH SURFACE TO REMOVE MOLD AND DISCOLORATION.
 - RE-SET AND SECURE CAP FOR ENTIRE LENGTH OF WALL.



- EXISTING NORTH WALL:**
- RE-BUILD FAILING SECTION OF WALL.
 - REMOVE CRUMBLING MORTAR. ADD MORTAR TO MATCH EXISTING AND TUCK POINT JOINTS.



- EXISTING NORTH AND SOUTH END CAP:**
- REMOVE EXISTING END CAP AND CONSTRUCT NEW END CAP TO MATCH EXISTING.
 - SECURE IN PLACE.



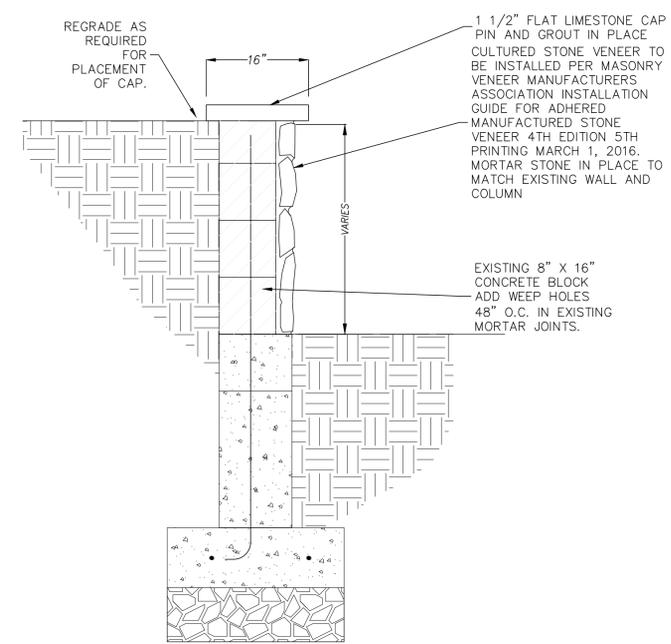
- EXISTING ENTRY SOUTH WALL:**
- RE-BUILD FAILING SECTION OF WALL.
 - REMOVE CRUMBLING MORTAR. ADD MORTAR TO MATCH EXISTING AND TUCK POINT JOINTS.



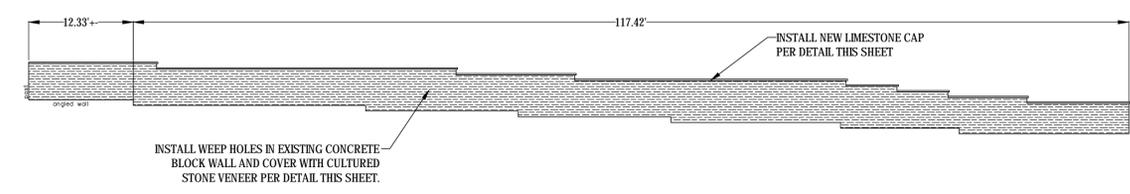
- EXISTING ENTRY SOUTH CONCRETE BLOCK WALL:**
- INSTALL WEEP HOLES 48" O.C. IN EXISTING MORTAR JOINTS.
 - APPLY NEW CULTURED STONE VENEER SURFACE TO FACE OF BLOCK WALL WITH WEEP SCREED FOR DRAINAGE.
 - INSTALL NEW LIMESTONE CAP.



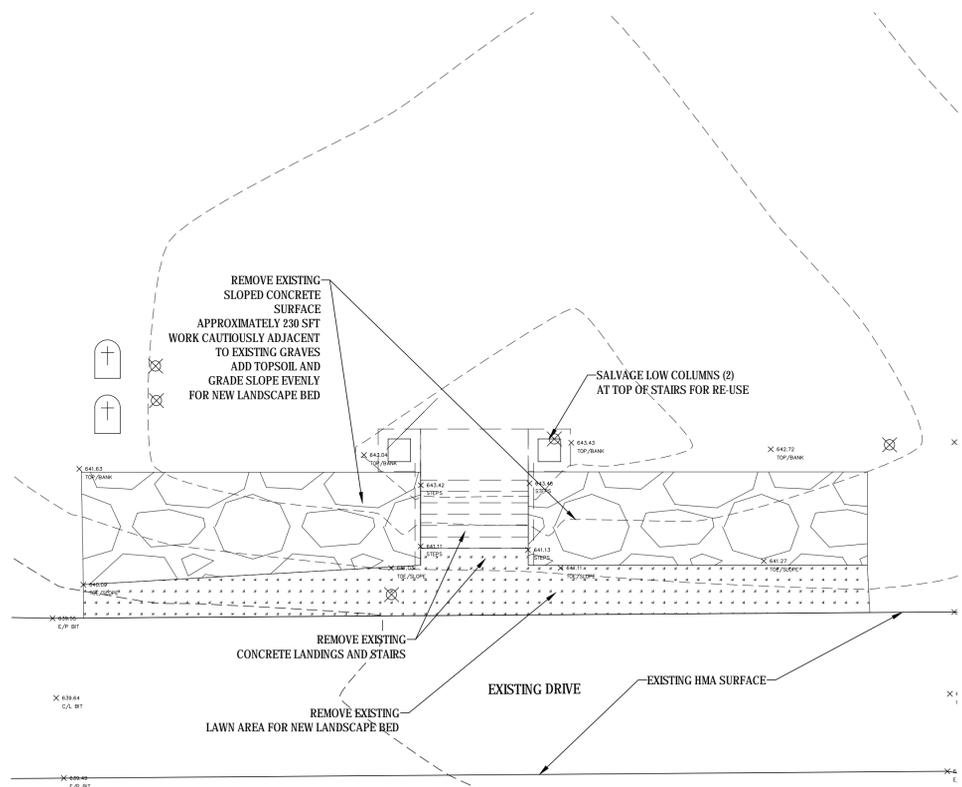
- EXISTING ENTRY SOUTH COLUMN AND WALL:**
- REMOVE EXISTING GATE POST AND FOOTING.
 - REMOVE HARDWARE PROTRUDING FROM COLUMN.
 - REMOVE CRUMBLING MORTAR AND TUCK POINT JOINTS.
 - RE-BUILD ANY AREAS AS REQUIRED.
 - POWER WASH SURFACE TO REMOVE MOLD AND DISCOLORATION.
 - RE-SET AND SECURE CAP FOR ENTIRE LENGTH OF WALL.



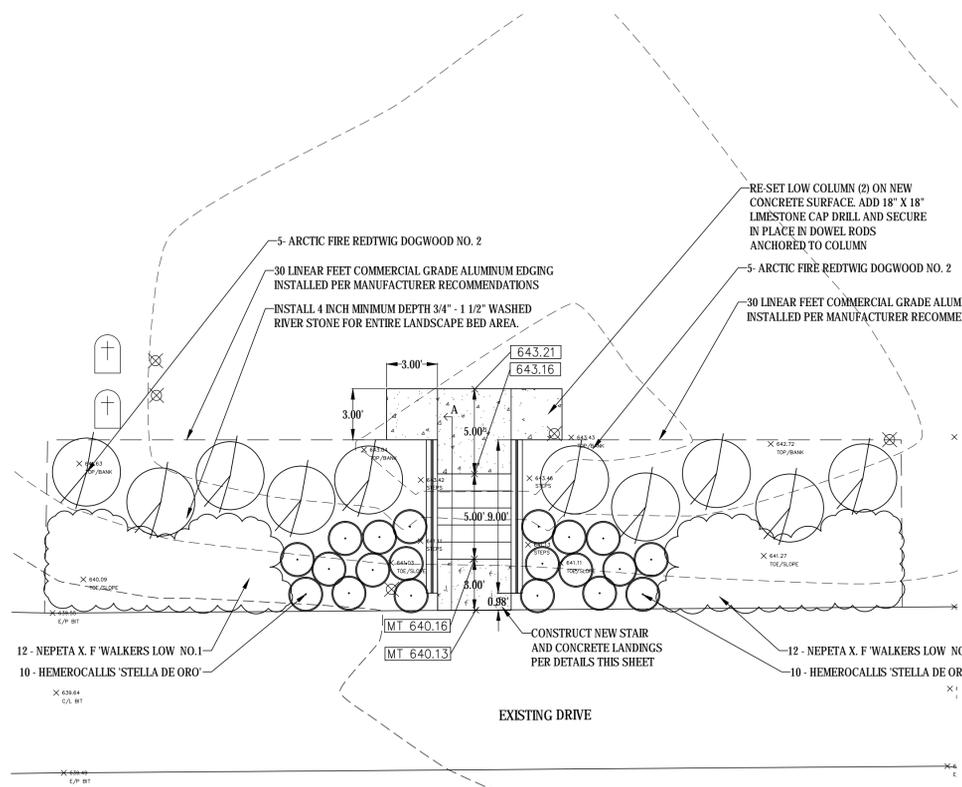
- GENERAL NOTES:**
- ANY EXCAVATION NEAR GRAVES FOR ALL WALL LOCATIONS MUST BE MONITORED BY CEMETERY MANAGER.
 - NO EQUIPMENT SHALL BE STORED OR SET ON GRAVES AT ANY TIME.



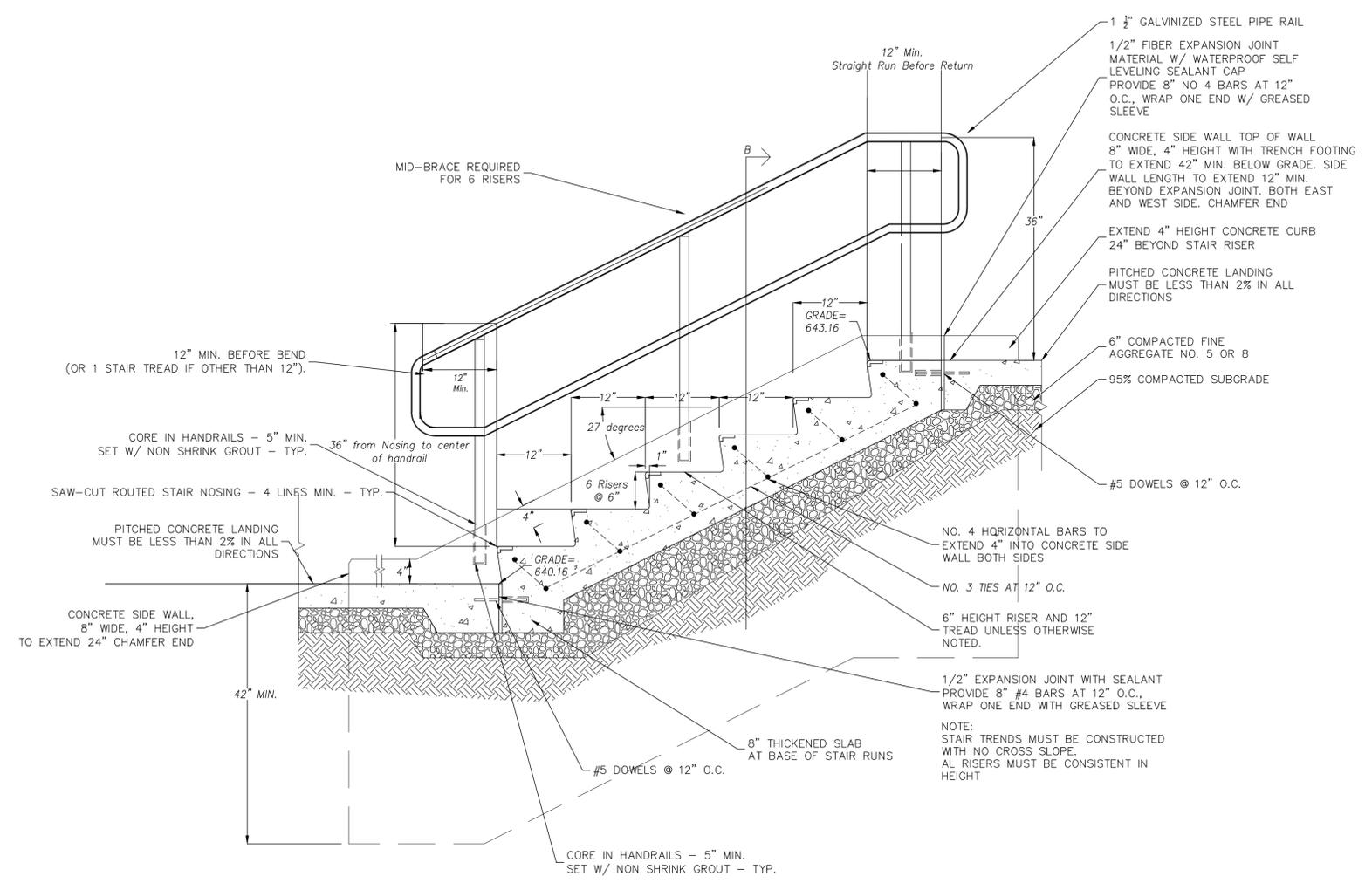
GRAPHIC SCALE
 (IN FEET)
 1 inch = 10 ft.



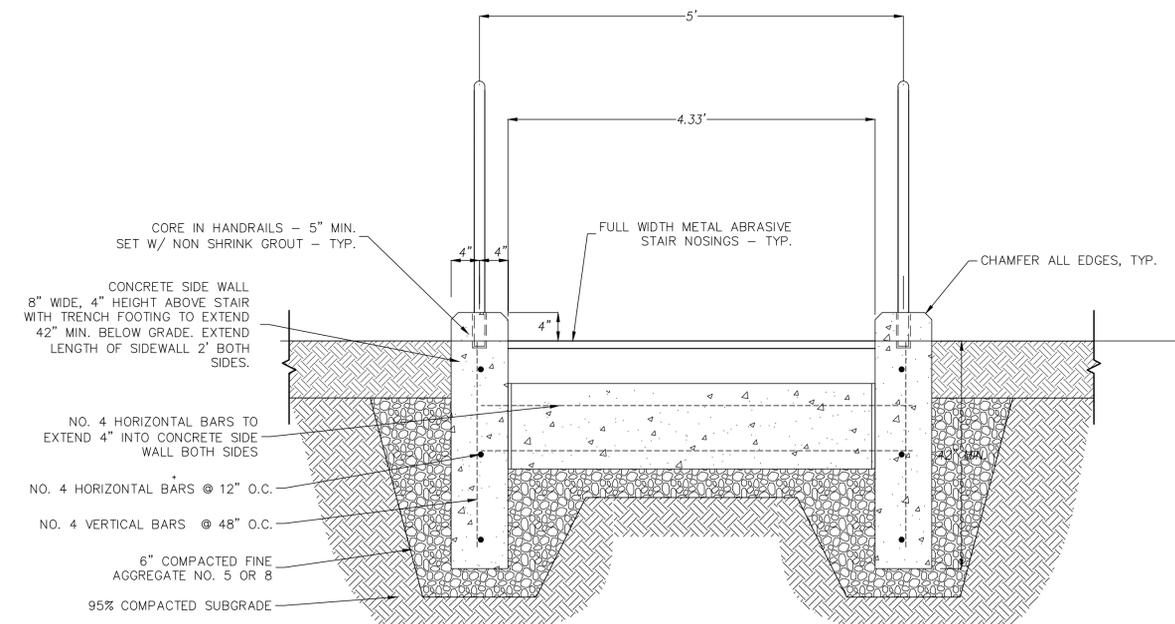
EXISTING STAIR AND SLOPE REMOVAL PLAN
 SCALE: 1" = 5'-0"



NEW STAIR REPLACEMENT PLAN VIEW
 SCALE: 1" = 5'-0"



CONCRETE STAIR SECTION A
 SCALE: 1" = 1'-0"



CONCRETE STAIR AND FOOTING SECTION B
 SCALE: 1" = 1'-0"

NO.	REVISION DESCRIPTION:	BY:	DATE:

**PROPOSED IMPROVEMENTS
 LAKE VIEW CEMETERY
 SOUTH HAVEN, MICHIGAN**

PROJECT:

LOW WALLS

SHEET TITLE:

DRAWN BY: **DJ/KB**

DESIGNED BY: **SP/J/KB**

PM REVIEW:

QA/QC REVIEW:

DATE: **JULY 2016**

SEAL:

SIGNATURE:

DATE:

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES

SCALE:

HORIZ: **N/A**

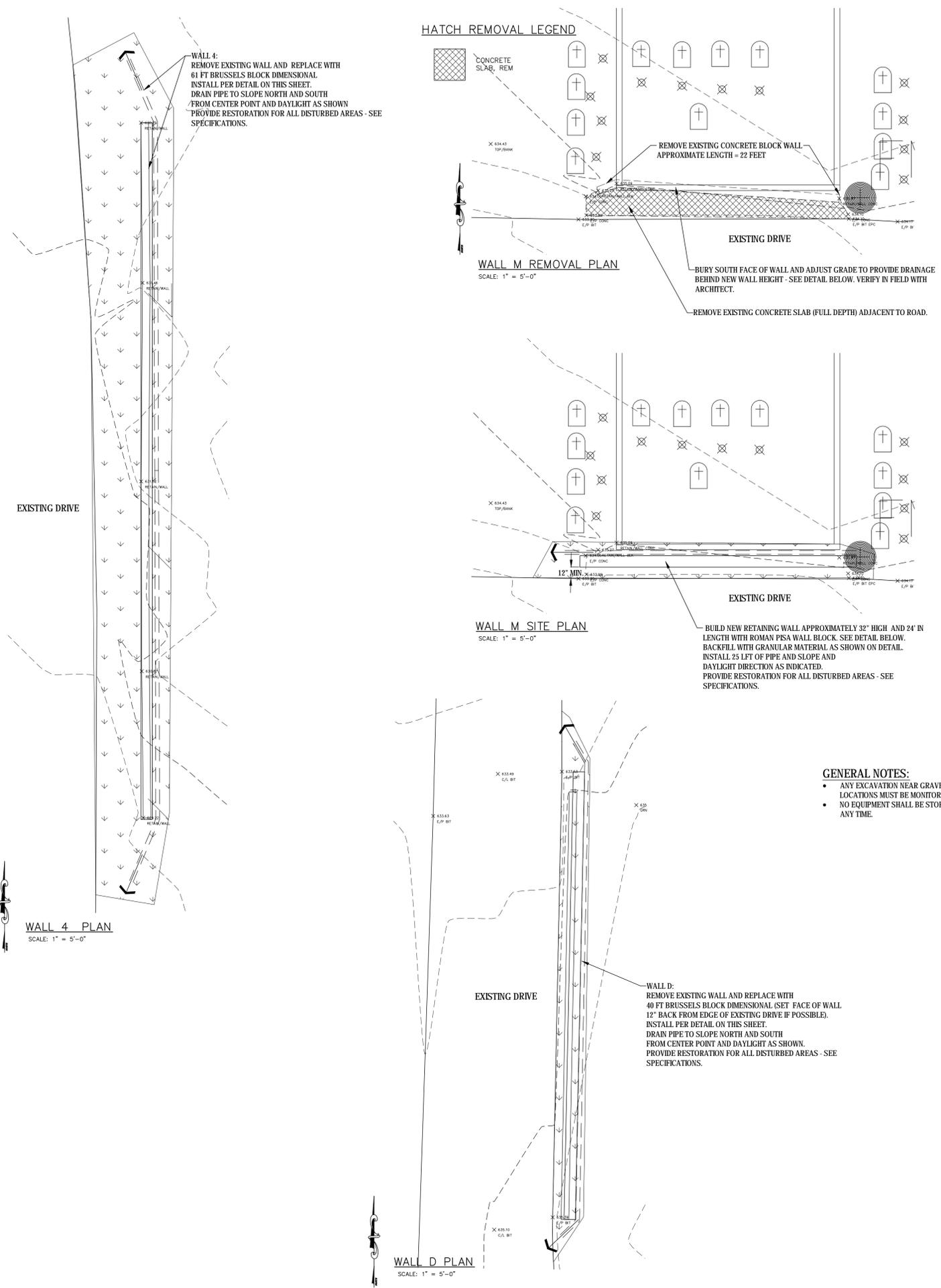
VERT: **N/A**

ACI JOB #

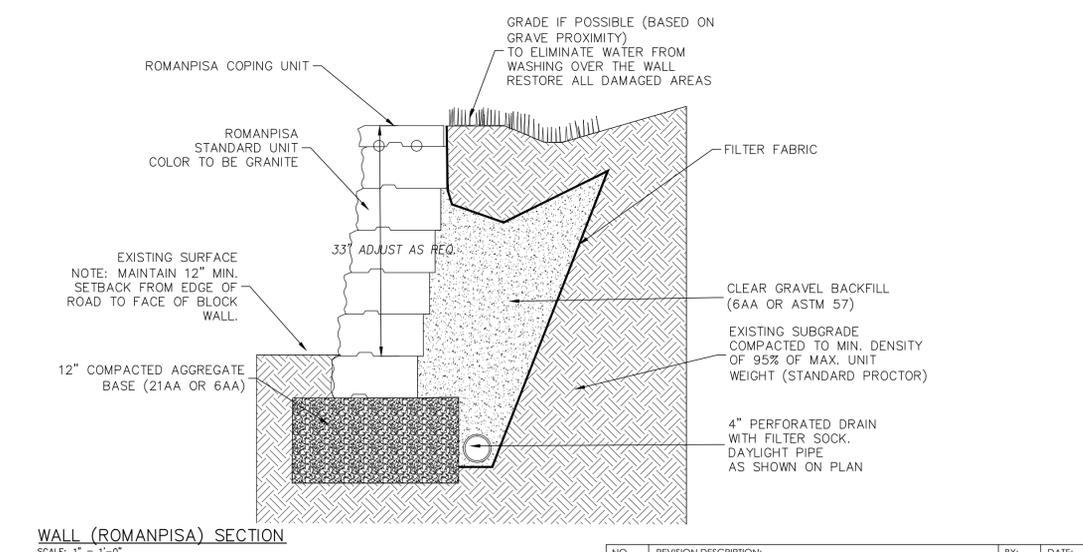
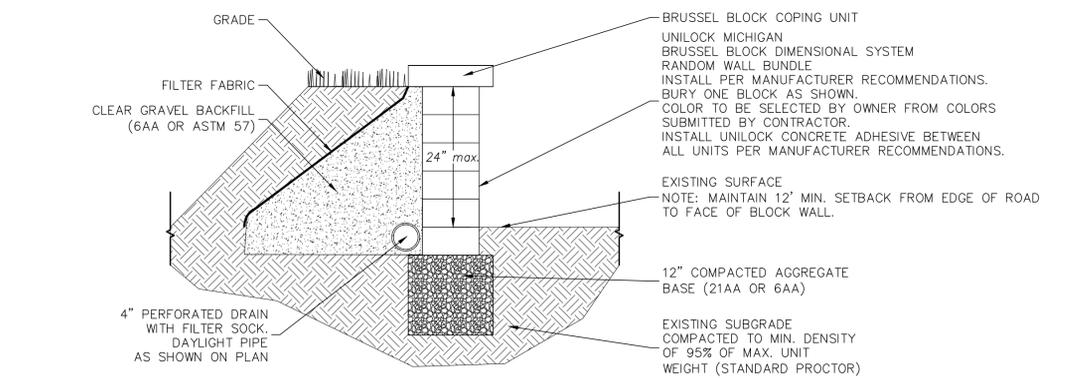
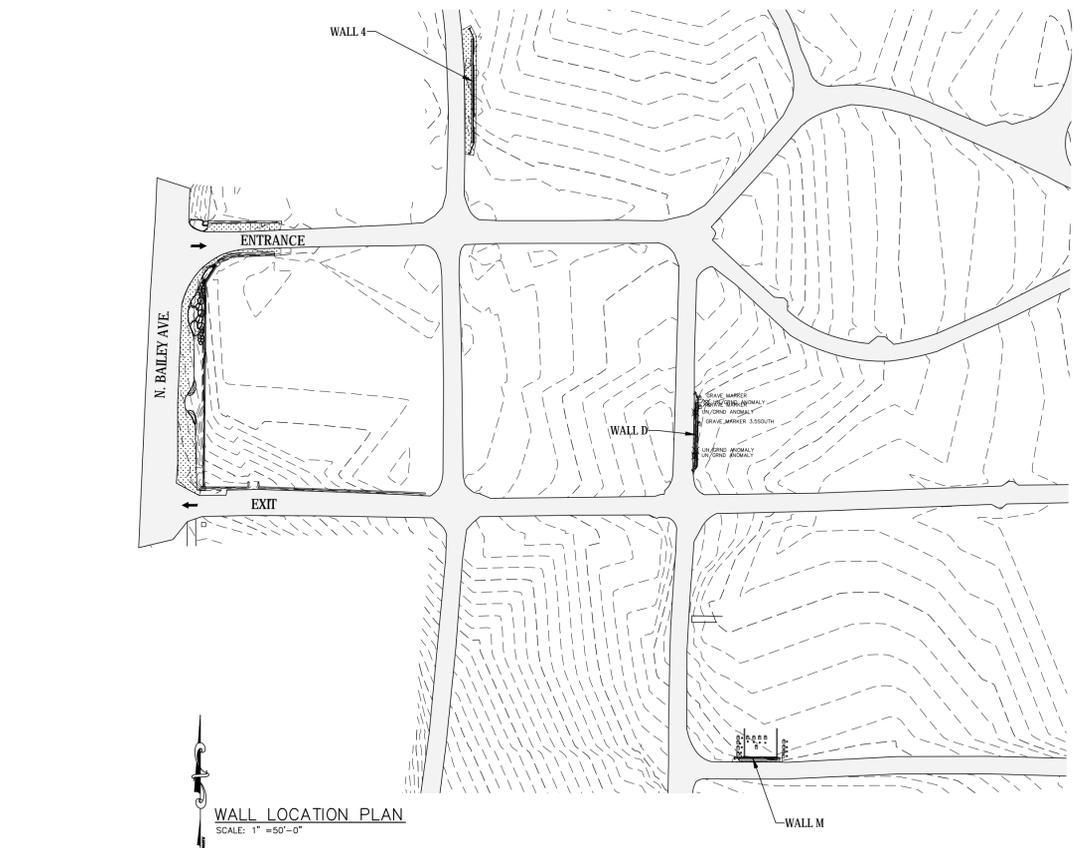
16-0442

SHEET NO.

9 of 10



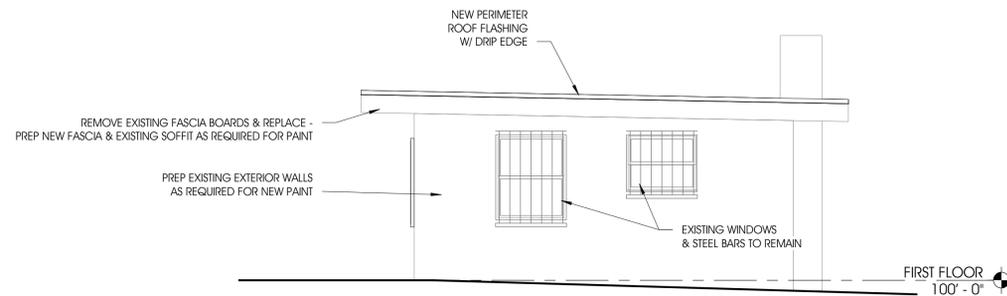
- GENERAL NOTES:**
- ANY EXCAVATION NEAR GRAVES FOR ALL WALL LOCATIONS MUST BE MONITORED BY CEMETERY MANAGER.
 - NO EQUIPMENT SHALL BE STORED OR SET ON GRAVES AT ANY TIME.



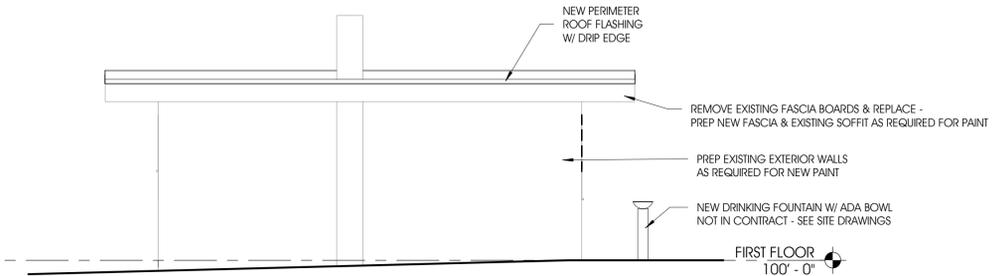
NO.	REVISION DESCRIPTION:	BY:	DATE:

GENERAL NOTES - ELEVATIONS

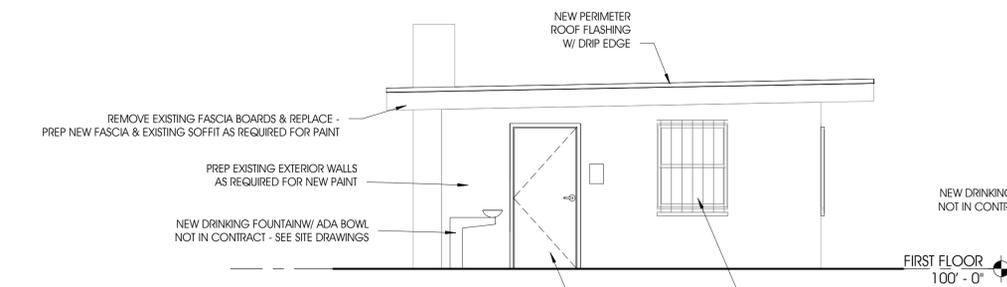
- A. ALL EXTERIOR SURFACES TO BE PREPPED FOR NEW PAINT PER MFR RECOMMENDATIONS
- B. ALL SITE WORK IS "NOT IN CONTRACT" - SEE SITE DRAWINGS FOR INFORMATION



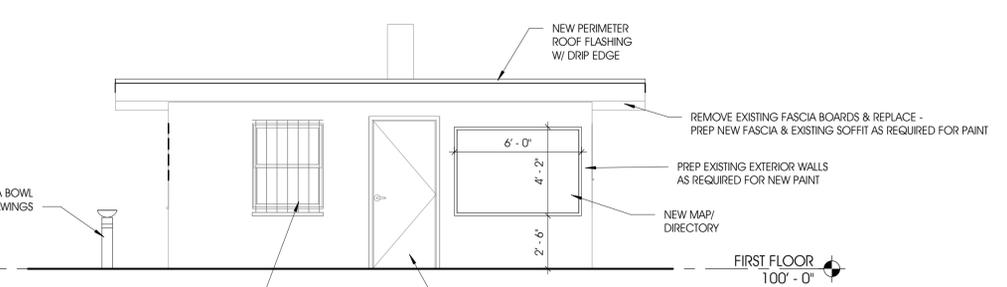
EAST ELEVATION
 SCALE: 1/4" = 1'-0"



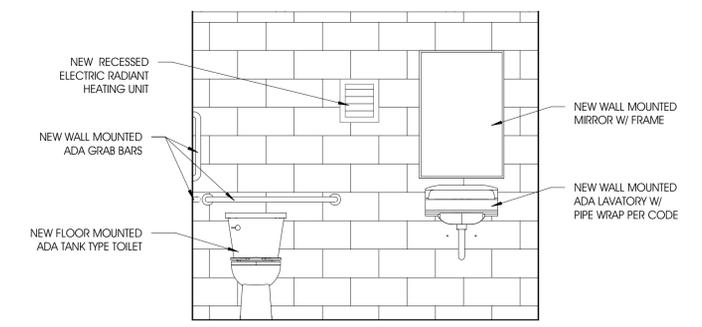
NORTH ELEVATION
 SCALE: 1/4" = 1'-0"



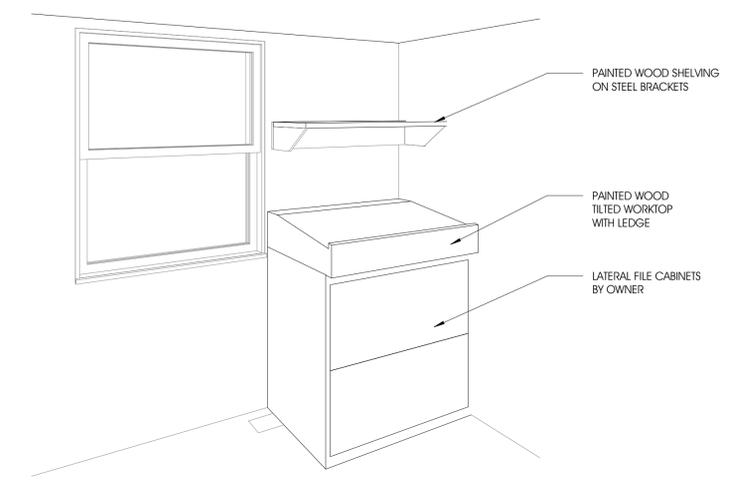
WEST ELEVATION
 SCALE: 1/4" = 1'-0"



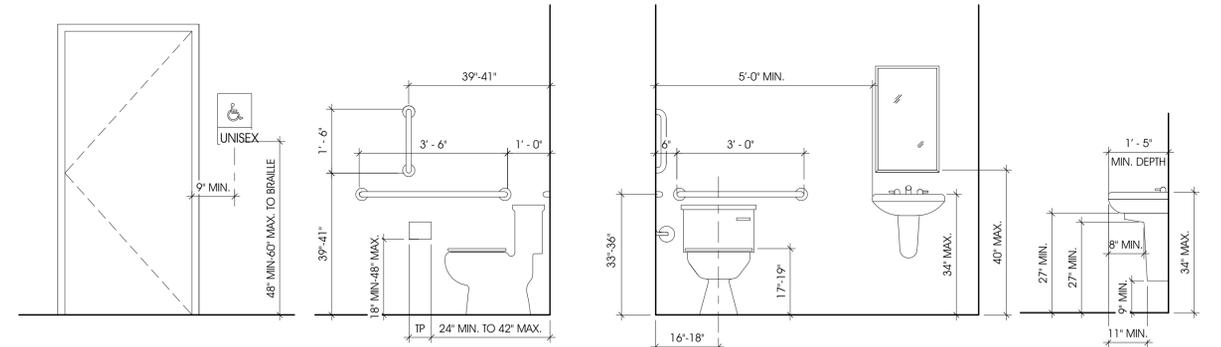
SOUTH ELEVATION
 SCALE: 1/4" = 1'-0"



1 RESTROOM ELEVATION
 SCALE: 1/2" = 1'-0"



2 OFFICE STORAGE - ALTERNATE B-1
 SCALE: NTS



TYP. SIGNAGE
 SCALE: 1/2" = 1'-0"

TYPICAL ADA MOUNTING HEIGHTS
 SCALE: 1/2" = 1'-0"

**LAKE VIEW CEMETERY
 IMP PHASE 1:NTS
 CITY OF SOUTH HAVEN
 SOUTH HAVEN, MI**

**EXTERIOR & INTERIOR
 ELEVATIONS**

SHEET TITLE:

MODELED BY: **GNF**

DESIGNED BY: **ALC**

PM REVIEW: **ALC**

QA/QC REVIEW: **JMS**

DATE: **8-3-2016**

SEAL:

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SCALE: **As Indicated**
 Unless Noted Otherwise

ACI JOB # **16-0442**

SHEET NO. **A2.1**

NO.	REVISION DESCRIPTION	BY	DATE

PROJECT:

SHEET TITLE:

MODELED BY:	GNF
DESIGNED BY:	ALC
PM REVIEW:	ALC
QA/QC REVIEW:	JMS
DATE:	8-3-2016
SEAL:	

HARD COPY IS INTENDED TO BE
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 GRAPHIC QUALITY MAY NOT
 BE ACCURATE FOR ANY OTHER
 SIZES

SCALE:
 As Indicated
 Unless Noted Otherwise

ACI JOB #
16-0442

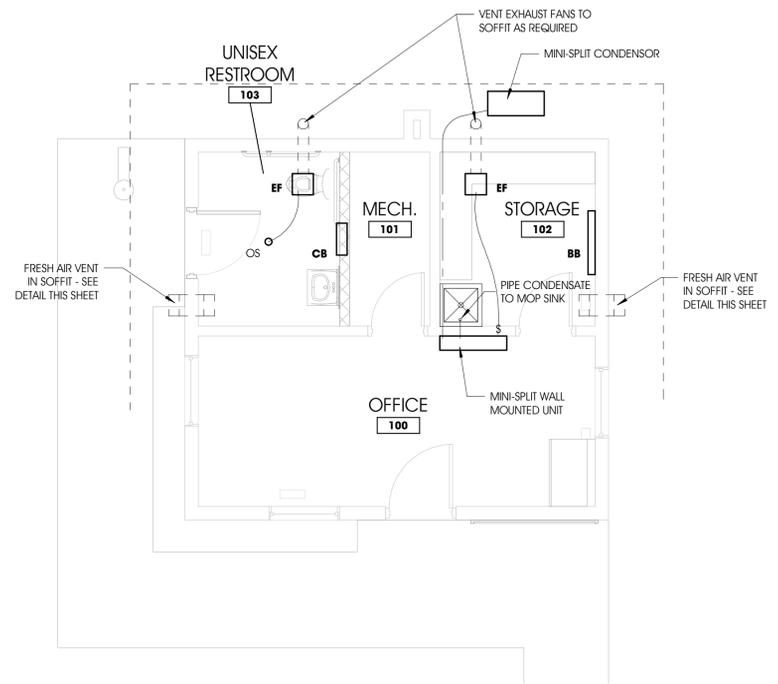
SHEET NO.
MP1.1

GENERAL NOTES - PLUMBING

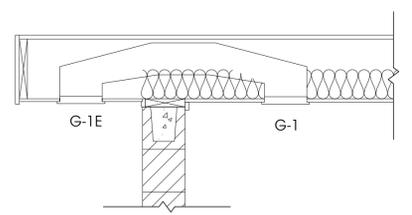
- A. PIPING FROM MAIN SUPPLY TO WATER HEATER & MANIFOLDS TO BE TYPE K COPPER
- B. PROVIDE TYPE K COPPER HOT & COLD WATER PEX MANIFOLDS W/ INDIVIDUAL SHUT-OFFS
- C. PROVIDE BALL TYPE ISOLATION VALVES FOR WATER HEATER HOT & COLD PIPING & FOR COLD WATER MANIFOLD
- D. PEX PIPING TO BE RUN THRU CMU WALLS AS REQUIRED TO REACH FIXTURES - VERIFY SIZE REQUIRED AT EACH FIXTURE PER MFR SPECIFICATIONS
- E. PROVIDE 1/2" FLEXIBLE CLOSED CELL ELASTOMERIC PIPE INSULATION AT BOTH HOT & COLD PEX PIPING
- F. PROVIDE PEX PIPING ANCHORS, BEND SUPPORTS, TEE'S & ELBOWS AS REQUIRED
- G. LAVATORY & TOILET TO HAVE SHUT-OFF VALVES UNDER/NEXT TO FIXTURE - REMAINING FIXTURES TO BE SHUT-OFF AT THE MANIFOLDS
- H. PROVIDE MIXING VALVE AT LAVATORY
- I. ALL DRAIN & VENT STACK PIPING TO BE SCHEDULE 40 PVC
- J. PROVIDE FLASHING BOOTS & SEALANT AT ALL VENTS THRU ROOF
- K. ALL PLUMBING PIPING & FIXTURES TO BE INSTALLED & TESTED BY MICHIGAN LICENSED PLUMBING CONTRACTOR

GENERAL NOTES - MECHANICAL

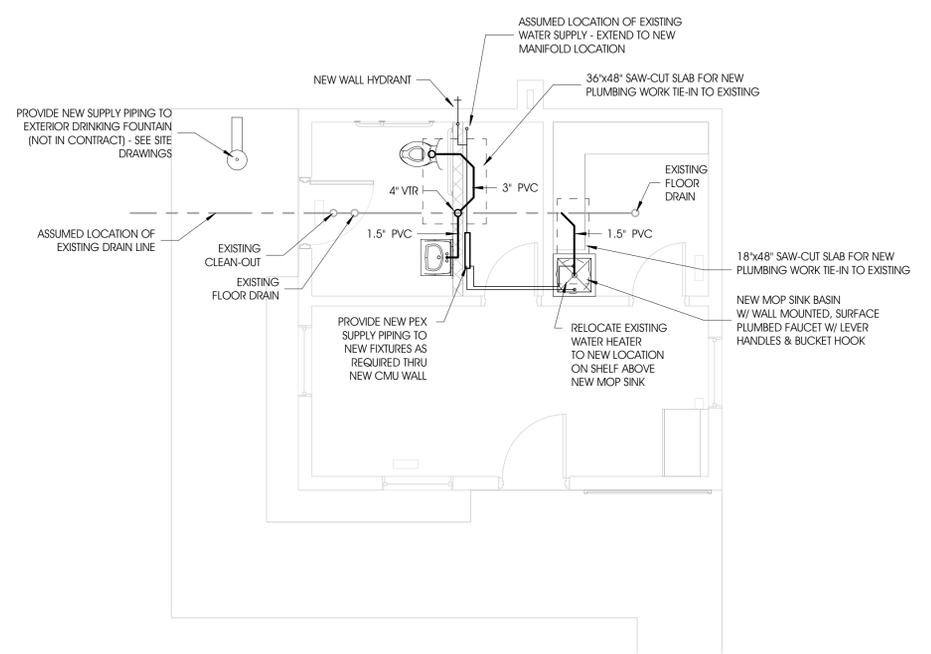
- A. ALL MECHANICAL ITEMS TO BE INSTALLED & TESTED BY MICHIGAN LICENSED MECHANICAL CONTRACTOR PER CURRENT STATE MECHANICAL CODE
- B. FRESH AIR VENTS AS FOLLOWS:
 - G-1 INTAKE GRILLE TO BE 9 X 9 TITUS 350FL SURFACE MOUNT W/ DAMPER
 - G-1E EXTERIOR VERSION WITHOUT DAMPER - ANODIZED ALUMINUM, NATURAL



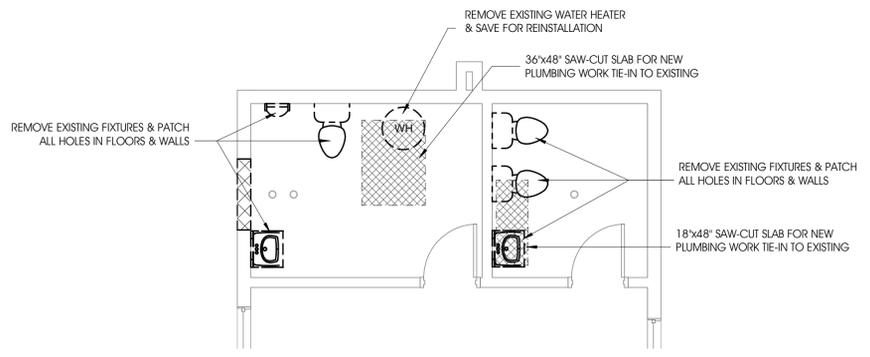
MECHANICAL PLAN
 SCALE: 1/4" = 1'-0"



FRESH AIR INTAKE VENTS
 SCALE: 3/4" = 1'-0"



PLUMBING PLAN
 SCALE: 1/4" = 1'-0"



PLUMBING DEMOLITION
 SCALE: 1/4" = 1'-0"

NO.	REVISION DESCRIPTION	BY	DATE



City of South Haven

City Hall • 539 Phoenix Street • South Haven, Michigan 49090-1499
Telephone (269) 637-0700 • Fax (269) 637-5319

MEMORANDUM

Date: October 3, 2016
To: Park Board
From: William Hunter, Public Works Director
Subject: North Beach Playground Equipment

Requested Action

Selection and approval of playground equipment to be installed as part of the North Beach improvements project.

Background and Project Scope

The City of South Haven was awarded a Michigan Natural Resources Trust Fund grant that would help fund improvements at North Beach Park. We are very excited about the grant award and are happy with the inclusive planning and design process which has been undertaken on the project to date. Improvements to the beach will include:

- Widening the promenade sidewalk along North Shore Drive
- Construction of a connecting sidewalk from the south end of the beach to the pier.
- Milling and resurfacing of North Shore Drive
- Addition of accessible beach mats to improve handicap access to users
- Developing a launch area for paddlers to access the beach
- Playground Improvements
- Improvements to street light fixtures to reduce glare (existing poles to remain but heads altered to be night sky compliant)
- Revised Esplanade Plaza public parking

The majority of the design work for the project is nearing completion and the improvements made to the beach area will greatly increase the recreational value of the area while increasing accessibility for persons of all abilities creating another asset in our community for residents and visitors alike.

The last remaining design decision to be made is the selection of playground equipment for the beach area. The playground equipment will be installed near the

existing play equipment (Attachment A). include the site plan and highlight where it will be installed. The design team has identified some options will function will in the selected area from which to select (Attachment B). Following is an overview of the various options:

The list below is potential options that have been previously studied by the City and the design team. Insert the stuff on the various options.

- Ship Playground w/ Stack – installed cost \$48,000
- Ship Playground without Stack – installed cost \$42,000
- Blue Pirate Ship – installed cost \$62,000
- Mobius Custom Ship – installed cost \$60,000
- Pirate Ship – installed cost \$30,000
- Tug Boat Custom – installed cost \$90,000

Project Budget

A total of \$27,500 was included in the grant to fund the purchase and installation of playground equipment for the North Beach Project. Any costs above the granted amount for the purchase of the equipment will have to come from another source. If a specific playground is desired, it will need to be removed from the project and completed outside of the grant to allow the specific playground to be installed so that "or equal" items aren't not substituted.

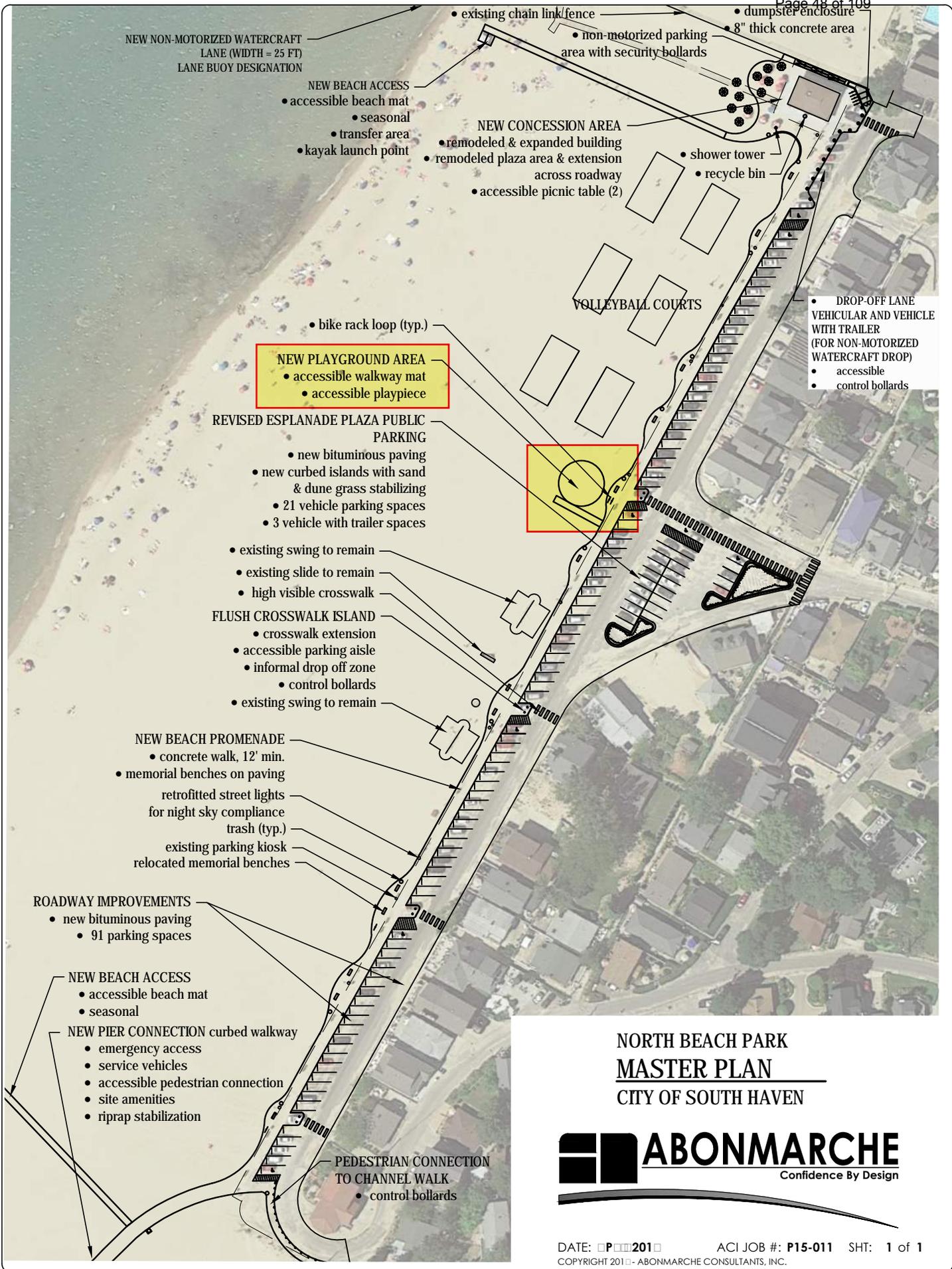
Support Material

Attachment A: North Beach Site Plan

Attachment B: Playground Equipment Options



ATTACHMENT A



NEW NON-MOTORIZED WATERCRAFT LANE (WIDTH = 25 FT) LANE BUOY DESIGNATION

- NEW BEACH ACCESS
- accessible beach mat
 - seasonal
 - transfer area
 - kayak launch point

- NEW CONCESSION AREA
- remodeled & expanded building
 - remodeled plaza area & extension across roadway
 - accessible picnic table (2)

- shower tower
- recycle bin

VOLLEYBALL COURTS

- NEW PLAYGROUND AREA
- accessible walkway mat
 - accessible playpiece

- REVISED ESPLANADE PLAZA PUBLIC PARKING
- new bituminous paving
 - new curbed islands with sand & dune grass stabilizing
 - 21 vehicle parking spaces
 - 3 vehicle with trailer spaces

- existing swing to remain
 - existing slide to remain
 - high visible crosswalk
- FLUSH CROSSWALK ISLAND
- crosswalk extension
 - accessible parking aisle
 - informal drop off zone
 - control bollards
 - existing swing to remain

- NEW BEACH PROMENADE
- concrete walk, 12' min.
- memorial benches on paving
 - retrofitted street lights for night sky compliance
 - trash (typ.)
 - existing parking kiosk
 - relocated memorial benches

- ROADWAY IMPROVEMENTS
- new bituminous paving
 - 91 parking spaces

- NEW BEACH ACCESS
- accessible beach mat
 - seasonal

- NEW PIER CONNECTION curbed walkway
- emergency access
 - service vehicles
 - accessible pedestrian connection
 - site amenities
 - riprap stabilization

- PEDESTRIAN CONNECTION TO CHANNEL WALK
- control bollards

- DROP-OFF LANE VEHICULAR AND VEHICLE WITH TRAILER (FOR NON-MOTORIZED WATERCRAFT DROP)
- accessible
- control bollards

**NORTH BEACH PARK
MASTER PLAN**
CITY OF SOUTH HAVEN



E:\CIVIL_3D\ENG\2015\PI15-011 NORTH BEACH PARK.dwg; P15-011 SITE.dwg; 10/3/2016 4:53:33 PM; ar.ard; 1:1



ATTACHMENT B

SHIP PLAYGROUND W/ STACK
 APPROXIMATE 12'-6" HIGH ^{Page 50 of 109}
 MATERIAL COST:\$34,000
 INSTALLED COST:\$48,000





SHIP PLAYGROUND W/ STACK

APPROXIMATE 12'-6" HIGH

MATERIAL COST:\$34,000

INSTALLED COST:\$48,000



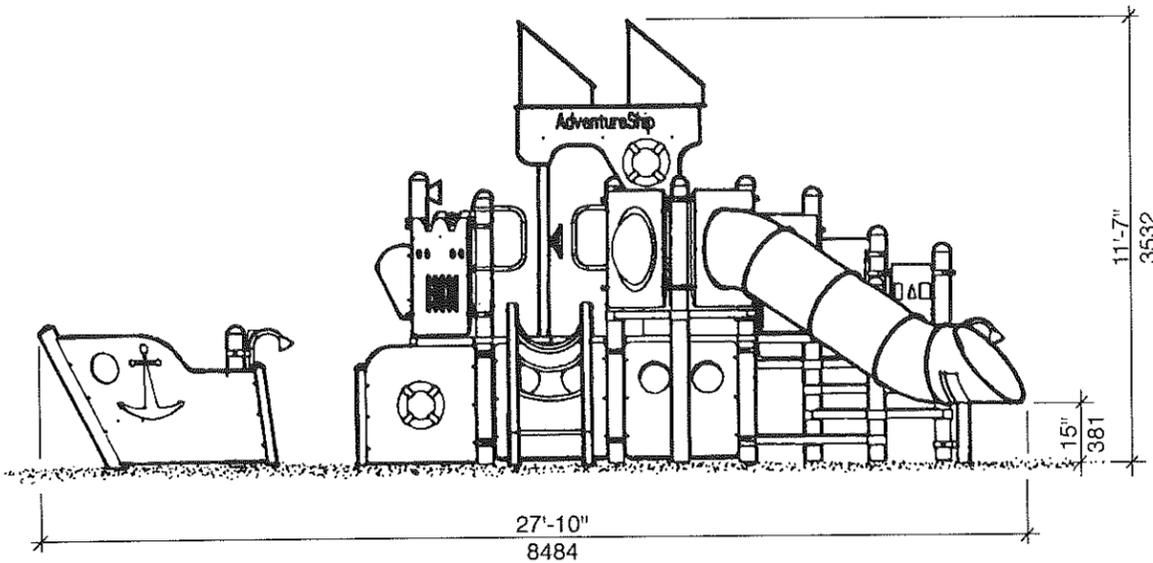
**LANDSCAPE
STRUCTURES INC**

SHIP PLAYGROUND W/ STACK
Page 53 of 109

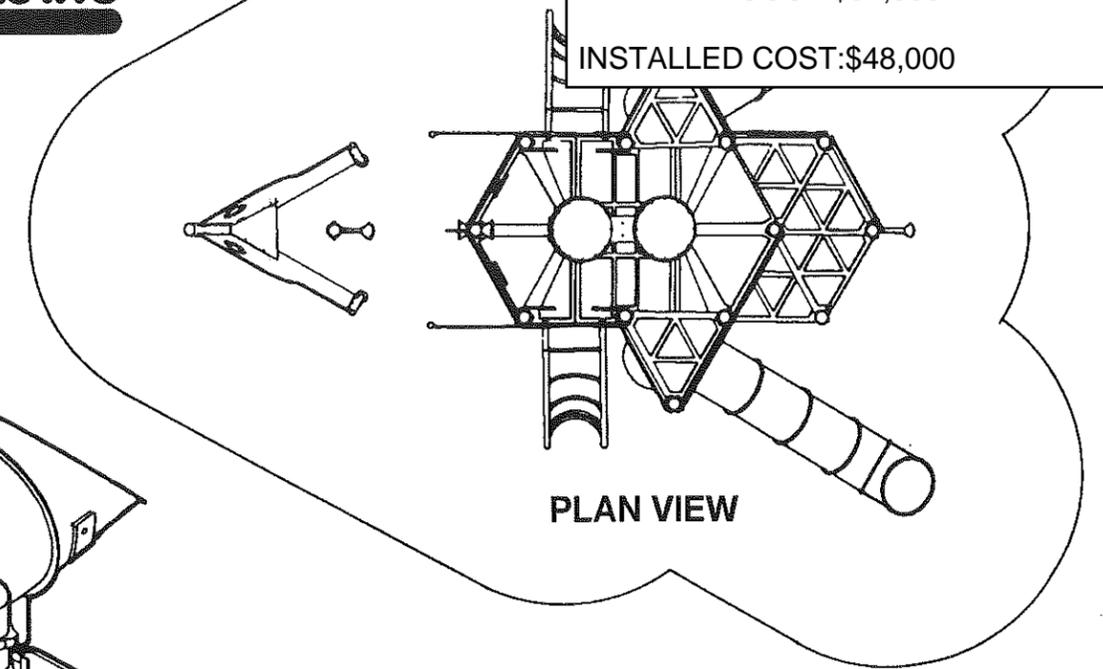
APPROXIMATE 12'-6" HIGH

MATERIAL COST:\$34,000

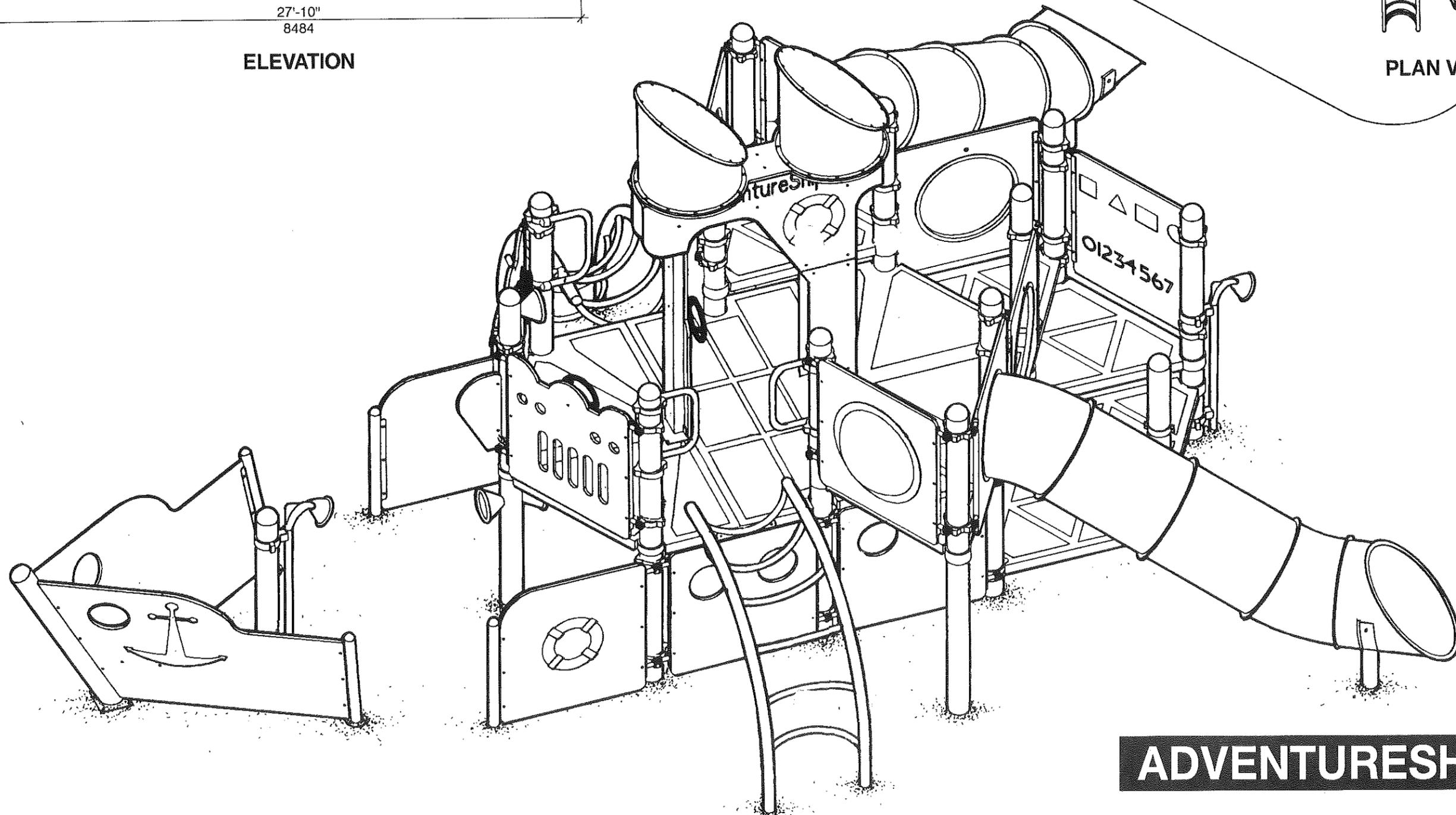
INSTALLED COST:\$48,000



ELEVATION



PLAN VIEW



ADVENTURESHIP 100000

APPROXIMATE 8'-6" HIGH

MATERIAL COST:\$34,000

INSTALLED COST: \$42,000



Manufacturing time for this project will be approximately 3 weeks from the time of LSI order acceptance.

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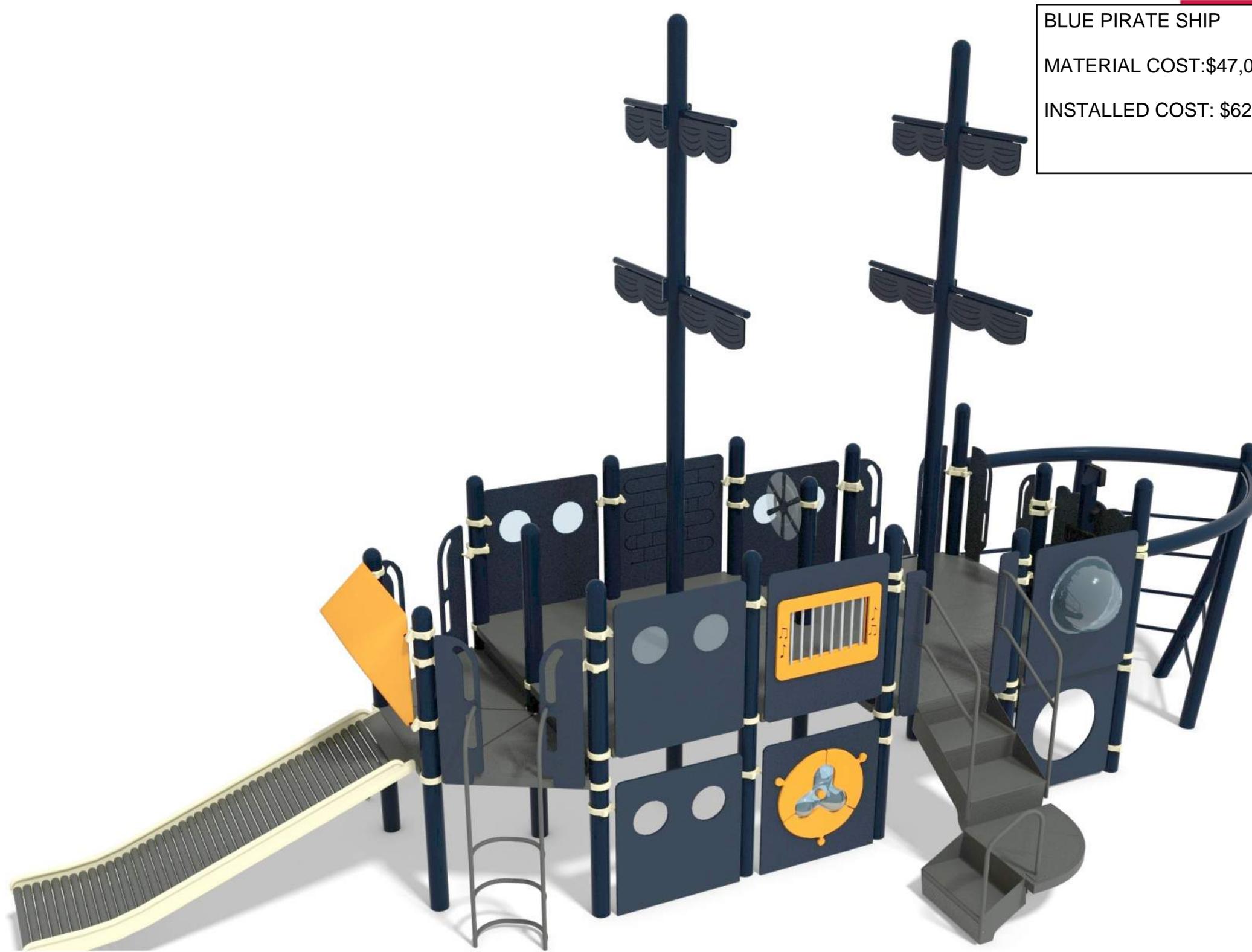
Jennifer Smith



BLUE PIRATE SHIP

MATERIAL COST:\$47,000

INSTALLED COST: \$62,000



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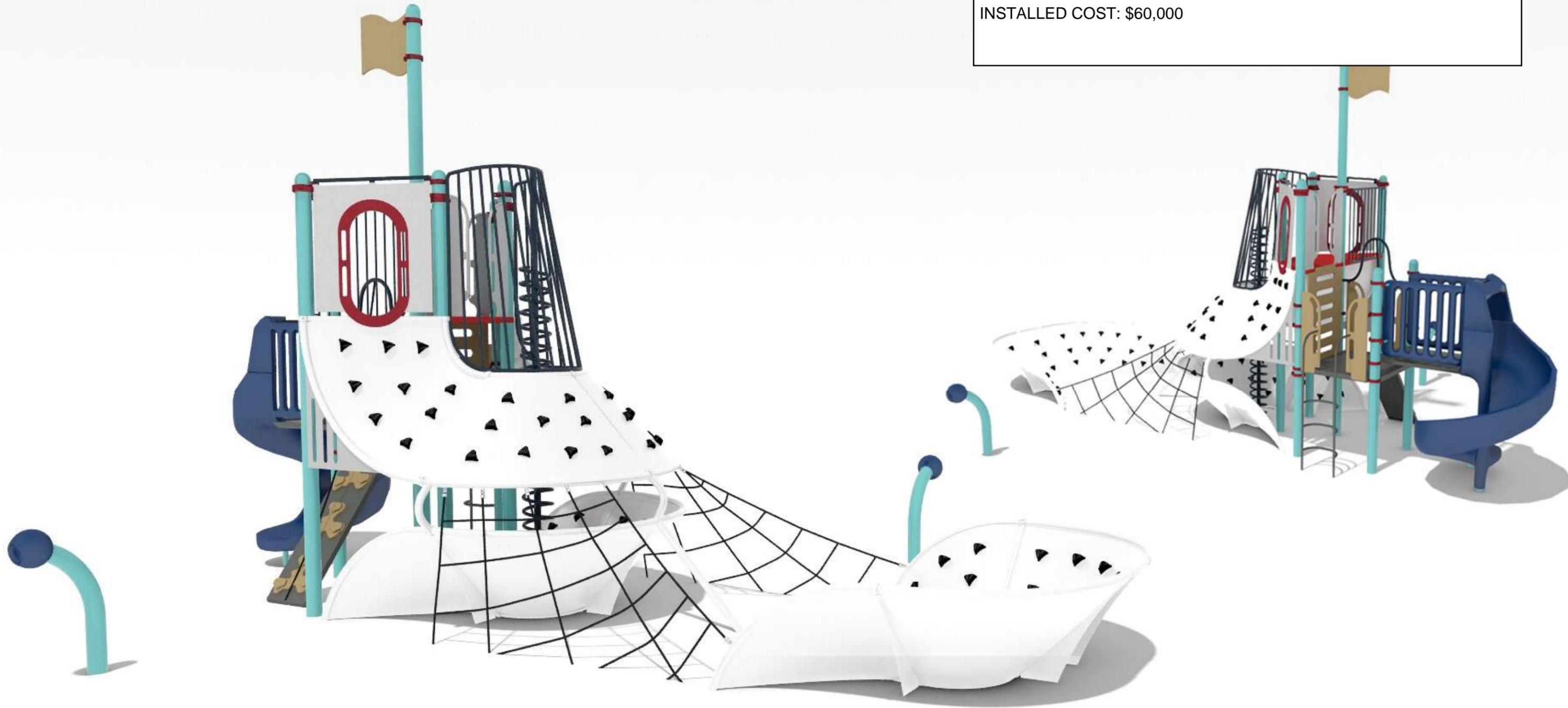
playlsi.com

Proudly presented by:



MATERIAL COST:\$47,000

INSTALLED COST: \$60,000



*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 8 weeks from the time of LSI order acceptance.

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Proudly presented by:

Carol Cheung



Building & Home Solutions

Ahoy Matey

Equipment Manufacturer



350-1101

PIRATE SHIP

Page 57 of 109

APPROXIMATE 20'-0" HIGH

INSTALLED COST: \$30,000



Ahoy Matey

Equipment Manufacturer



350-1101

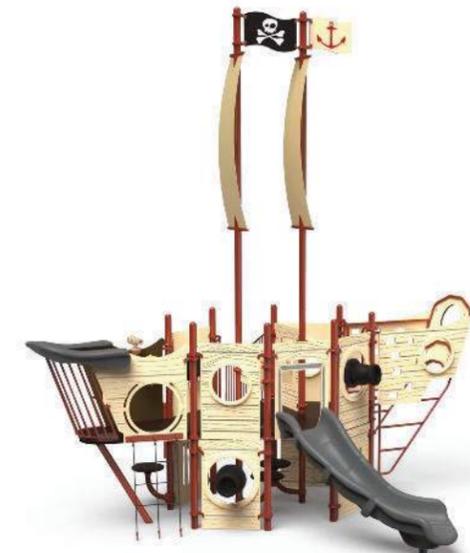
PIRATE SHIP
Page 58 of 109
APPROXIMATE 20'-0" HIGH
INSTALLED COST: \$30,000



Tropical



Sea Breeze



Corduroy





South Haven, MI
Custom Boat

Custom products are shown as conceptual.



South Haven, MI
Custom Boat

Custom products are shown as conceptual.



South Haven, MI
Custom Boat

Custom products are shown as conceptual.



South Haven, MI
Custom Boat

Custom products are shown as conceptual.



Firm Profile



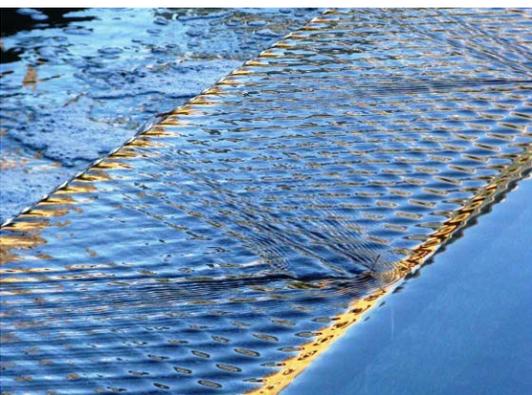
Edgewater Resources was founded with the goal of enhancing communities and their waterfronts, with a focus on planning, design, and development solutions based in economic reality. We consider the built environment to be our final deliverable, with the work not complete until the project is built and open to the community. Our core skill set goes beyond traditional design, planning, and engineering expertise to include development finance and economics based on real world experience to create successful mixed-use waterfront developments.

Our team includes licensed engineers, planners, architects, landscape architects, and surveyors providing professional services including:

- Landscape Architecture, Planning, and Public Process
- Development Finance, Economics, and Grant Funding
- Architecture and Urban Design
- Civil, Structural, and Marine Engineering
- Marina Planning, Design, Engineering, Operations, and Finance
- Coastal Engineering, Wave Studies, and Modeling
- Regulatory, Permitting, Assessments, and Mitigation
- Professional Land and ASCM Certified Hydrographic Surveying



Our mission is to help communities build on their natural strengths to identify and implement projects that foster long term economic prosperity within a context of social, environmental, and economic sustainability. Our combined background in design, development, construction, and operations allows us to build waterfront projects that are beautiful, functional, durable, and financially feasible. We go beyond imagining what a place could be, and develop plans that can actually be financed and built, creating projects that achieve measurable economic benefits to the broader community.



The value of South Haven's Lake Michigan waterfront to the community calls for a project that is aspirational in its vision and financially sustainable in execution. Our team has the experience and expertise in coastal processes, shoreline and beach management, design, planning, coastal engineering, and the collaborative public process to work with you and the South Haven community to develop a plan that will guide the management and enhancement of your lakefront resources.

References

City of Holland, Michigan
 Mayor Nancy DeBoer
 n.deboer@cityofholland.com
 616 355 1310

City of Saugatuck
 Kirk Harrier, City Manager
 kirk@saugatuckcity.com
 269 857 2603

Waukegan Beach Management Plan
 Diane Tecic
 Coastal Management Program Director
 Illinois Department of Natural Resources
 312 814 0665
 diane.tecic@illinois.gov

Chicago Park District, Chicago, Illinois
 Robert Rejman, Director of Planning,
 Construction, and Operations
 Rob.Rejman@ascentpgm.com
 312 742 7529

City of the Village of Douglas
 Bill LeFevere, City Manager
 WLeFevere@ci.douglas.mi.us
 269 857 1438

Paul Petersen
 Harbor Program Manager
 Michigan DNR – Parks and Recreation
 Division
 517 335 3033

Bill Clevenger
 Executive Director, Decatur Park District
 Nelson Park Master Plan, Branding, and
 Marina, Decatur, Illinois
 217 422 5911

Project Team and Roles

Gregory Weykamp, ASLA, LEED AP has more than twenty four years of experience in the planning and design of the public realm, with an emphasis on implementation of sustainable built landscapes and urban waterfront environments. He is a licensed landscape architect and LEED Accredited Professional, and his project experience spans waterfront parks, marinas, master planned communities, urban revitalization, streetscapes, parks and recreation facilities. Greg was the leader of the Chicago office of EDAAW AECOM, one of the most prominent planning and landscape architecture firms in the world. He has worked on internationally significant projects, including Centennial Olympic Park in Atlanta, the Olympic Village for the 2000 Olympic Games in Sydney, Gateway and 31st Street Harbors in Chicago, and the redevelopment of Denver's Stapleton Airport into an award-winning urban infill residential community incorporating traditional neighborhood design strategies.

Greg will be the principal in charge of the South Haven Lakeshore Vision and Management Plan, and will be personally responsible for the completion of all aspects of the project. He will personally lead the community involvement and visioning process, with the goal of engaging the community and civic leaders in the identification and development of fresh ideas that will help the South Haven community establish a shared vision for a vibrant and sustainable lakeshore. Greg will be the principal contact person between our team and the City of South Haven.

Ron Schults, PE cofounded Edgewater Resources with Greg, and he has more than 35 years' experience in civil and marine engineering. His combined passion for community development, coastal engineering, and sailing inspired him to focus on projects that help preserve our waterways and sustain the economic growth and vitality of waterfront communities across the Great Lakes and around the world. In 1979, he founded The Abonmarche Group and grew his international waterfront design group through more than 300 waterfront projects around the world. He will apply his expertise in shoreline processes, beach nourishment, and coastal protection to the project.

Suzie Fromson, ASLA, LEED AP is a licensed landscape architect and planner who has worked closely with Greg for more than 15 years on projects across the country, as well as beach management and waterfront park master plans across the Great Lakes. Suzie will be our project manager, and will be our secondary point of contact for the City.

Billing Rates

Edgewater Resources, LLC

Greg Weykamp, ASLA, LEED AP BD+C
Principal in Charge
Hourly Rate: \$155

Ron Schults, PE
Principal, Development and Engineering
Hourly Rate: \$155

Suzie Fromson, ASLA, LEED AP
Landscape Architect
Hourly Rate: \$115

Colin Hassenger, PE
Project Engineer
Hourly Rate: \$115

Lindsey Mathus, EIT
Regulatory Specialist
Hourly Rate: \$105

Colin Hassenger, PE has extensive experience in beach management and shoreline armoring. Colin was a key member of the City of Saint Joseph Coastal Engineering Study team, and has been involved in more than a dozen shoreline management projects along southern Lake Michigan over the last five years for clients ranging from private homeowners to the State of Michigan.

Lindsey Mathus, EIT is a permitting and resources specialist with strong working relationships with State of Michigan and USACE regulatory staff. Lindsey is responsible for the successful submission of dozens of permits for shoreline projects across the Great Lakes. Lindsey's expertise will ensure that regulatory considerations will be understood from the earliest stage of planning.

Project Understanding

We understand that the primary goal of this project is to work with the residents of South Haven to establish a vision for the City-Owned property along the South Haven Lakeshore from Erie Street to south of the blue stairs. The plan will outline key issues in implementing and maintaining that community supported vision, and establish a set of management guidelines to ensure that improvements and maintenance of the South Haven Lakeshore can be completed efficiently and cost effectively.

Broad goals for consideration include:

- Improving public access to the bluff and expanding ADA access
- Expanding access to the lower beach from the bluff
- Eliminating invasive species and protecting/expanding native plant species habitat
- Addressing potential safety considerations associated with steep bluffs
- Addressing the impacts of constantly changing Lake Michigan water levels on beach management strategies
- Engaging State and Federal permitting agencies to define long term beach maintenance and management strategies for a broad range of conditions
- Enhancing community amenities such as seating, signage, litter/recycling, exercise, and/or play equipment
- Ensuring community support for the plan through public outreach and collaboration

Scope of Work

We propose the following scope of work for the South Haven Lakeshore Vision and Management Plan project, and look forward to the opportunity to discuss it with you in detail. We are open to refining this scope of work to best meet your needs, expectations, and budget.

Task I - Project Initiation

Task I.1 Project Initiation

Core members of the Edgewater Resources Team will meet with the City of South Haven shortly after notice to proceed to confirm the detailed project schedule, confirm the public participation plan, define guiding goals and themes, and establish a series of milestones to measure progress on project goals. We will also work collaboratively to identify internal/municipal stakeholders (Parks, Planning, Maintenance, Police, Fire, Operations, etc) and other key external stakeholder groups (Neighbors, Lakeshore Businesses, Citizen Organizations, multi-cultural programs, etc), regulatory agencies, and property owners to be consulted throughout the planning and design effort.

Task I.2 Data Collection

We will receive background information from the City of South Haven, including but not limited to:

- Existing Survey Data including Property Boundaries
- Property Descriptions
- Aerial Photography
- Existing Drawings, Master Plans, and Documents
- Existing Historic photos
- Existing architectural plans and details
- Programming Information
- Demographic and Use data
- Traffic / Parking data
- Background reports
- Utility Data

Deliverables

- Detailed project schedule
- List of project data needs to City
- Meeting notes
- List of Stakeholders

Task 2 – Inventory of Existing Conditions

Task 2.1 Stakeholder Interviews and Community Open House

This task will be accomplished in a one day work session. During the morning we will meet with internal representatives of the City of South Haven and other relevant municipal departments including Planning, Maintenance, Police, Fire, Operations, and other agencies identified in Task I. The purpose of this meeting will be to identify specific issues and concerns related to the potential implementation of the Lakeshore Vision and Management Plan. The afternoon will be devoted to meeting with representatives from interested groups in the form of a stakeholder open house, which will allow a large number of groups direct access to the planning team. Our team's immersion into the South Haven Lakeshore existing conditions and history will include up to four in-depth major external stakeholder (as identified in Task I) interviews that will be held concurrently with the stakeholder open house.

During the evening, we suggest hosting a community open house to introduce the project to the general public and share the overall project plan with the community so they know how they can participate. This open house would include a visioning presentation that outlines the key issues to be addressed, as well as images from other successful projects to spur discussion and generate feedback on community priorities and determining what types of improvements the community is most interested in. We often include an exercise where participants place green dot stickers on images that most closely represent their vision, and this exercise can be extended to an online survey tool if desired.

Task 2.2 Inventory of Existing Physical Conditions

Based on the data provided by the City of South Haven and the information provided by representatives of the departments outlined above on the site tours, our team will gain specific knowledge of key issues of the South Haven Lakeshore. This will provide the sound informational and analytical base for decision-making throughout the rest of the process. Components will include:

- Current traffic conditions – *Based on information provided by the City of South Haven, we will identify traffic conditions that are problematic or negatively impact the use and enjoyment of the South Haven Lakeshore. No traffic counts or traffic analysis are proposed.*
- Parking Demand Issues – real and perceived – *Based on information from the City, we will identify parking demand issues and potential strategies for reducing conflicts between visitors and residents. No traffic counts or traffic analysis will be performed.*
- Existing Drainage Basins – *throughout the South Haven Lakeshore will be identified to address storm water routing, water quality concerns, and understand infrastructure improvement/relocation impacts.*
- Existing pedestrian and bicycle connectivity: linkages and barriers – real and perceived – *Based on field review of existing conditions, and with input from City representatives, we will identify existing linkages and barriers to pedestrian and bicycle connectivity.*
- Landscape Inventory - *Based on field review of existing conditions, and with input from City representatives, we will identify existing landscape character and features, including their existing condition and programmatic function.*
- ADA / Accessibility - *Based on field review of existing conditions, and with input from City representatives, we will identify conditions that may present accessibility and/or ADA compliance issues.*
- Existing Utilities: Gas, Electric, Storm, Sanitary, Water – *We will rely on the City to identify existing utilities within the Lakeshore area based on existing data provided by the City and mapping and condition data provided by the utility companies, including identifying known problem areas within the park.*
- Existing Permits and Approvals – *We will review all available permit approvals from the State of Michigan or other Federal Agencies*

Task 2.3 Engagement with State and Federal Permitting Agencies

At appropriate points during the planning process, we will reach out to appropriate State and Federal agencies to identify potential issues and concerns, and identify any potential permitting requirements that may impact the proposed plan. These meetings will be informal by nature, as all State and Federal agencies require a formal permit application in order to provide formal approval or rejection of any specific plans or strategies. The final plan will identify potential permit requirements required as part of the implementation strategy, but formal permit applications are not required at this time and are not included in this scope.

Task 3 – Development of Conceptual Alternatives / Public Participation

The development of conceptual alternatives will give physical form to the program elements identified in Tasks One and Two, and allow the design team to engage the public in an interactive process that clearly communicates the opportunities and challenges associated with incorporating the needs of a wide range of participants within a defined space and budget. In order to achieve a plan which achieves the best balance of uses within the specified budget, our process relies heavily on an iterative design process that is open, transparent, and defensible. We will work with the City staff and the community to establish program and budget priorities, while determining and communicating the inherent tradeoffs associated with those decisions. Most important, this is a process that we **lead** more than follow to ensure that we stay on schedule and achieve a final design that is more than the sum of its parts. In other words, the final plan must be more than a functional expression of program. It must also create a beautiful public space with elements that are complementary to the surrounding neighborhoods and downtown South Haven while truly activating the Lakeshore. We have followed the process below to achieve these results time and again, and can attest to the power of listening as a design tool.

Task 3.1 Public Participation / Outreach

Working with the City of South Haven, we will develop and implement a public participation and outreach plan using print and web-based media to augment the public meetings outlined below. We will work with the City to include the project schedule and introductory articles in local papers and/or other appropriate publications.

Task 3.2 Concept Design / Public Meeting Two

The Edgewater Resources team will prepare concept plan alternatives suitable for presentation to the public for review and comment. We will review these alternatives with key members of the City staff, and based on the input gathered in the stakeholder interviews and community visioning session, our team will develop three alternatives designed to test the viability of the specific components identified, as well as alternative configurations of those components. Public meeting #2 will allow the public to see the design process in action, and engage the design team.

Deliverables

- Alternative Site Plan Graphics
- Public Meeting #2
- Meeting Notes

Task 4 – Alternative Plan Refinement – Development of Draft Consensus Plan

Task 4.1 Development of Draft Consensus Plan

Based on the feedback received in Public Meeting #2, the Edgewater Resources team will refine the three alternate plans into a single draft consensus master plan suitable for presentation to the public for review and comment. Public Meeting #3 will be held after City review of the proposed concept, and create additional opportunities for the public to see the design process in action, and engage the design team.

Deliverables

- Draft Consensus Master Plan
- Refined Site Plan Graphics
- Public Meeting #3
- Public Meeting Notes
- Documentation of Draft Consensus Master Plan development

Task 5 – Development of Final Consensus Master Plan

Task 5.1 Development of Final Consensus Master Plan

Based on the City and public comments received on the draft consensus plan, we will refine the draft plan into a Final Consensus Plan for approval.

Task 5.2 Presentation and Approval of Final Consensus Plan

Public Meeting #4 will be held during the presentation of the final plan to the City, allowing public comment and discussion prior to final acceptance of the master plan. This scope of services includes one public meeting/presentation to the City Council or Planning & Development Committee.

Deliverables

- Public Meeting #4
- Final Consensus Master Plan
- Final Graphics

Schedule

We believe the scope of work outlined above can be completed in three to four months, depending on the timeframe for public meetings and availability of City staff. We are ready to commence work immediately.

Fees

We propose to complete the services outlined above for a lump sum fee of \$25,000, excluding expenses. Expenses for printing, shipping, and customary travel expenses such as mileage, meals, hotel, etc will be billed at the cost incurred with no markup. We recommend a reimbursable expense budget of \$500.

Exclusions

At this stage of planning, we do not feel it is critical to perform additional survey efforts related to potential permit applications, such as locating the Ordinary High Water Mark and its associated impacts on potential management strategies. We suggest additional detailed studies of this nature be postponed until requested by permitting agencies, or other specific needs arise.



Agenda Item 10

Soha Surf Shop License Agreement Amendment

Background Information:

The Parks Commission will be asked to consider a recommendation approving an amendment to the license agreement with Soha Surf Shop, owned by Chris Campbell, dated November 11, 2014. The amendment would be another one-year extension permitting the rental operation to operate at the modified location on South Beach – off the south end of the parking lot.

The license agreement with Soha Surf Shop was approved by the City Council in November 2014 for a five-year term. Three seasons remain on the life of the contract which expires September 2019. The license agreement with the City of South Haven allows the rental of kayaks, paddleboards, beach chairs, and umbrellas to the public on the South Beach.

Prior to 2016, the rental operation was conducted at the Blue Stairs location. However, due to the high water levels and the lack of adequate space for maneuvering, City Council approved a one-year amendment changing the location to the south end of the South Beach parking lot. The agreement allows the business to operate with a booth and rental rack that is 22' by 9'. Additionally, the paddleboards are approximately 11' long and needs space maneuvering in and out of the rack. The agreement also allows the booth and rack to be kept on the beach for the rental season but must be removed from the property by the end of the season each year. Proceeds resulting from this agreement are deposited into the beach fund. The revenue collected from 2014 was \$914.45 and \$4,918.49 for 2015. No revenue has yet been collected for 2016 but Mr. Campbell reports sales to be considerably increased due to the new location.

In addition to this requested amendment, Mr. Campbell, if allowed to stay at the location, would requests that another watercraft lane be added to the South Beach directly west of new location. While Soha Surf Shop is aware that their customers must walk kayaks, paddleboards, and canoes down to the Personal Watercraft Lane south of the Blue Stairs in order to be launched, many people are not aware of the swim area restrictions.

If Soha were to be permitted to stay at the modified location, they would not be allowed to offer food vending as that may infringe on the South Beach Concession license agreement.

Recommendation:

Staff recommends that the Parks Commission recommend to City Council to approve an amendment to the license agreement with Soha Surf Shop, owned by Chris Campbell, dated November 11, 2014.

Support Material:

Amended 2014 License Agreement with attachments
 SoHa Surf Shop Support Letter
 Map & Images
 2014 & 2015 Receipts

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is made as of November 14, 2014 (the “Effective Date”), 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 Soha Surf Shop, LLC, a Michigan corporation, the principal business address of which is 518 Phoenix Street, South Haven, MI 49090 (the “**Licensee**”).

RECITALS

- A. The City owns the property located on Lake Michigan commonly referred to as South Beach Park (“**South Beach**”).
- B. The Licensee wishes to operate a surf shop business on South Beach during the summer months that would rent kayaks, paddleboards, beach chairs, and umbrellas to the public and sell surf shop merchandise.
- 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 licenses to the Licensee that portion of South Beach designated on the attached Exhibit A (the “**Licensed Property**”) for its use in operating a surf shop business, subject to the terms and conditions of this Agreement and for no other purpose or use.

(a) This license is granted on an “AS IS” basis. The City makes no representations or warranties about the condition of the Licensed Property or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of such areas.

(b) Except as otherwise provided by this Agreement, no changes may be made to the Licensed Property and no permanent additions may be added to the Licensed Property without the City’s prior written consent which the City may for any reason decline. At the expiration of this Agreement, or any renewal thereof, the Licensee shall return the Licensed Property to the condition it was in prior to the effective date of this Agreement. Any costs incurred by the City in the restoration of the Licensed Property to its pre-Agreement condition shall be charged to the Licensee.

(c) For the summer of 2016 only, the parties have agreed to change the Licensed Property location to Alternative #3. Parties will review this arrangement in May of 2017 to assess lake levels and beach access to mutually determine that a return the original Licensed Property location is warranted. See attached Exhibit A-2.

2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license shall commence on the Effective Date and shall expire 5 years thereafter. Lessee's obligations under Section 3 shall survive the expiration of the license or any subsequent renewal of the license. The license and this Agreement are subject to annual renewal by mutual agreement of the parties on the same terms and conditions. Notwithstanding the foregoing, Licensee shall only have the right to use the Licensed Property from 7:00 a.m. on May 15th through 8:00 p.m. on September 15th (the "Season") during each calendar year that this Agreement is in effect.

3. License Fee. The Licensee shall pay to the City an annual license fee on October 15 of each year that this Agreement is in effect, based upon the gross annual revenue derived from the Licensee's operation of the surf shop business on South Beach. For purposes of this Agreement, "gross annual revenue" shall mean a portion of total revenue, including cash, check, credit card receipt or debit card receipt, paid on an annual basis to the Licensee for all goods and services sold or rented by the Licensee on South Beach. The License Fee shall be 15% of the gross annual revenue derived from operation of the surf shop business on South Beach. The Licensee shall submit a report showing gross annual revenue to the City at the same it submits payment of the License Fee, and the report shall be subject to audit by the City.

4. Property Rights. This Agreement only grants a license to use the Licensed Property. This Agreement does not grant or convey to the Licensee any rights, title, or interest in the Licensed Property. The City retains all property rights in the Licensed Property.

5. Requirements of Licensee. This license is subject to the following terms and conditions:

(a) The Licensee's surf shop business shall consist only of selling surf shop merchandise (defined to mean T-shirts, flip flops, sunglasses, sunscreen, and other items, ~~including food items~~, acceptable to the City) and renting kayaks, paddleboards, beach chairs, and umbrellas to the public for a fee. Prior to renting a kayak or paddleboard, the Licensee shall make reasonable efforts to ensure that each customer is capable of operating a kayak or paddleboard in a safe and suitable manner. These efforts shall include providing basic safety training and verifying that each renter is of a suitable age and physical condition to operate a kayak or paddleboard.

(b) The Licensee shall instruct its customers to operate the kayaks and paddleboards in the designated personal water craft lane. The Licensee shall be responsible for ensuring compliance with this requirement.

(c) The Licensee shall use reasonable judgment in determining whether to rent kayaks or paddleboards when it is apparent that weather or water conditions, including but not limited to wind conditions, undertows, frigid water, or rip currents, make the use of such watercraft dangerous or unsuitable. The Licensee shall be solely responsible for warning customers of the dangers of hypothermia.

(d) The Licensee shall use reasonable judgment in setting rules regarding the use of life vests or other safety devices in conjunction with kayak and paddleboard rentals.

(e) The Licensee may (i) install tents within the area designated as the “Tent & Kayak Rack Storage Area” on the attached Exhibit A, in accordance with plans and specifications approved in writing by the City. The tents shall be removed in the evenings after hours of operation.

(f) The Licensee may install temporary storage racks for the storage of paddleboards and kayaks within the area designated as “Tent & Kayak Rack Storage Area” on the attached Exhibit A, in accordance with plans and specifications approved in writing by the City. An example picture of the “Storage Rack” is on the attached Revised Exhibit B, the rack will be similar in design. The Licensee shall remove such storage racks from the Licensed Property at the end of the Season.

(g) The Licensee shall ensure that its operation of the surf shop and the use and operation of kayaks and paddleboards on Lake Michigan comply at all times with applicable local, state and federal laws, regulations, ordinances, orders, permits, and licenses.

(h) The Licensee may operate its business on the Licensed Property from 9:00 a.m. to 7:00 p.m., seven days per week during the Season.

(i) The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship with the City. At no time during the term of this Agreement is the Licensee to be considered affiliated with the City. The City’s logo shall not be used at any time for any purpose by the Licensee. On its rental agreement with customers, the Licensee shall conspicuously display a notice disclaiming any affiliation with the City. The notice shall read:

THE RENTAL OF KAYAKS AND PADDLEBOARDS IS
OPERATED EXCLUSIVELY BY SOHA SURF SHOP, LLC.
THE CITY OF SOUTH HAVEN HAS NO ROLE IN THIS
OPERATION.

6. Loss Payment (Indemnification). The Licensee shall hold the City (defined for purposes of this paragraph to include the City’s officers and employees) harmless from, defend it against (with legal counsel reasonably acceptable to the City), and pay for any loss paid or owed by the City arising from the Licensee’s operation of the surf shop business or use of the Licensed Property. “**Loss**” means a monetary amount paid or owed for any reason, including for example: judgments, settlements, fines, replacement costs, staff compensation, decreases in property value, and expenses incurred in defending a legal claim.

7. 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 per occurrence and \$3,000,000.00 in the aggregate. All policies shall name the City (including its officers and employees) as an additional insured and certificate holder. 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.

8. 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.

9. Termination. The license granted pursuant to this Agreement is terminable at the will of either the City Council or the Licensee. The City Manager may, upon a reasonable belief that a breach of this Agreement has occurred, suspend the license granted by this Agreement, effective immediately. In case of suspension, 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 be considered so that the Licensee may address the City Council. Upon the termination of this Agreement, the Licensee shall, unless the City otherwise consents by resolution of the City Council, without cost to the City, remove any temporary structure and restore the Licensed Property to the condition it was in prior to the date of this Agreement.

10. Breach. To the extent not prohibited by law, the prevailing party in any action brought to, pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, its actual reasonable attorney’s fees, filing fees, expert fees and other expenses incurred to bring, maintain or defend any such action from its first accrual or first notice thereof through any appellate and collection proceedings. A party is a prevailing party if it improves its position from any offer made by the other party prior to filing the lawsuit. This provision shall not alter or affect any remedies under applicable court rules governing sanctions for rejected offers of judgment or case evaluation awards.

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.

(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 amended License Agreement as of the dates below.

CITY OF SOUTH HAVEN
By: _____
Robert Burr, Mayor
By: _____
Amanda Morgan, Clerk
Date: _____

SOHA SURF SHOP, LLC
By: _____
Its: _____
Date: _____

EXHIBIT A – LICENSED PROPERTY LOCATIONS

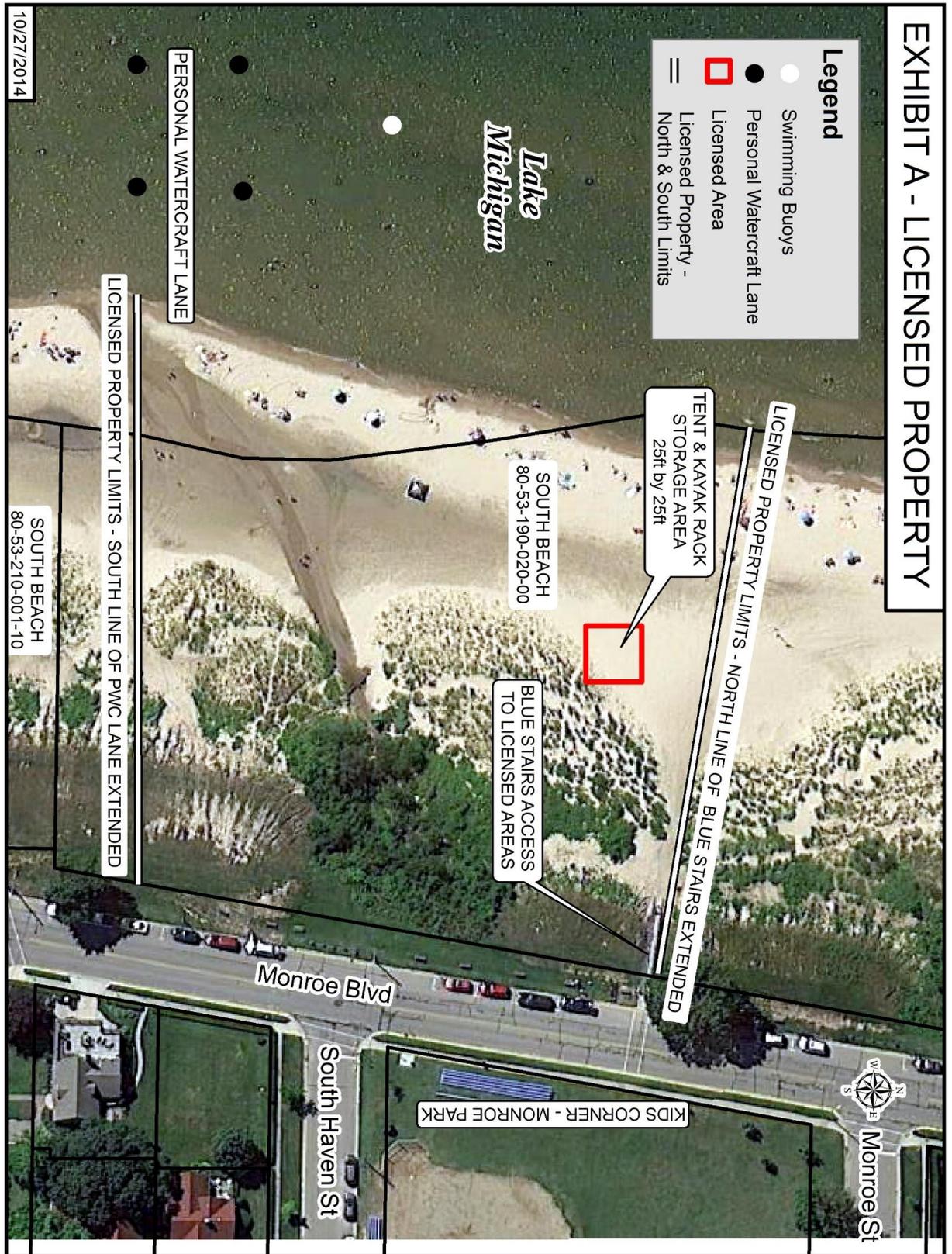


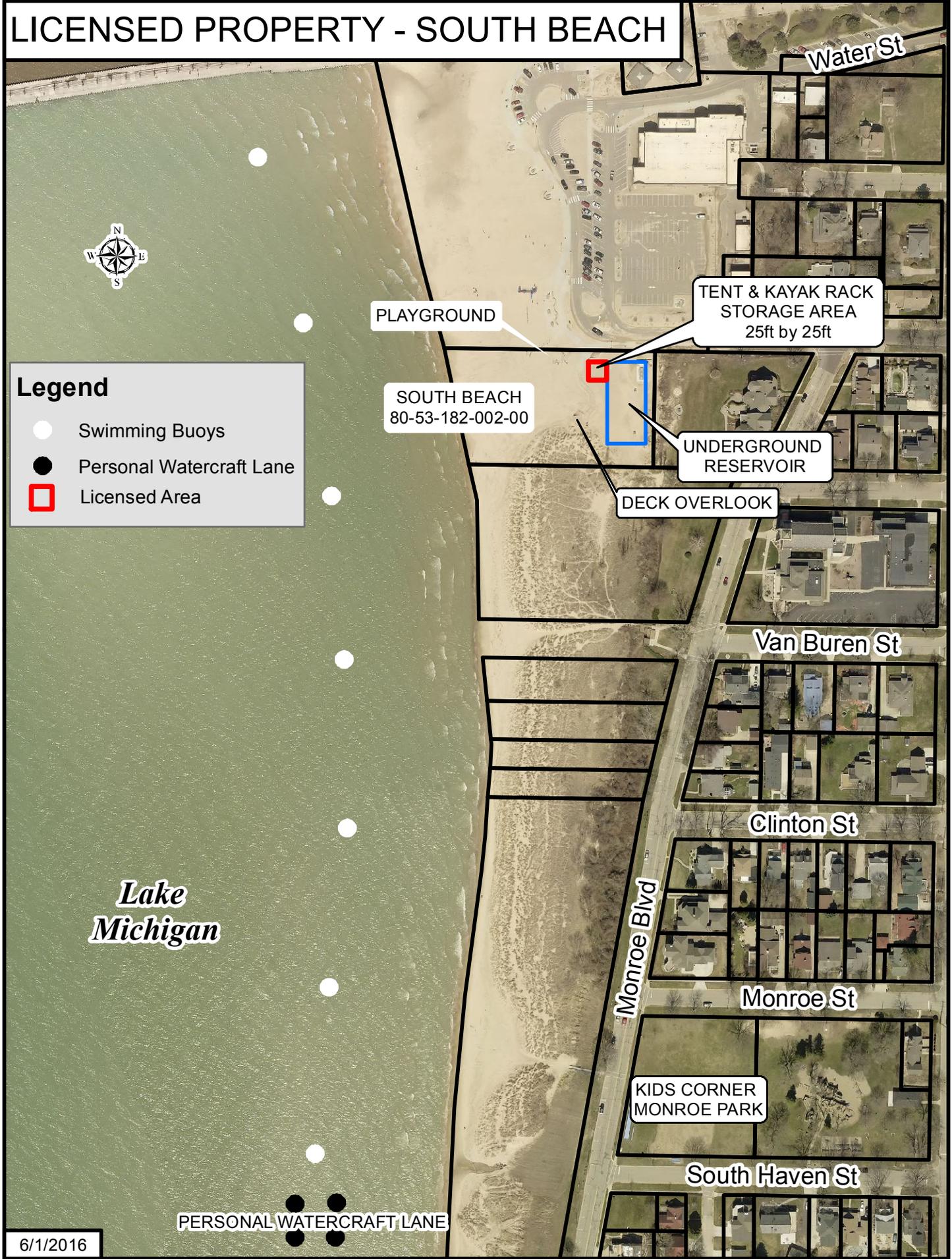
EXHIBIT A-2
2016 LICENSED PROPERTY

LICENSED PROPERTY - SOUTH BEACH



Legend

- Swimming Buys
- Personal Watercraft Lane
- Licensed Area



PLAYGROUND

TENT & KAYAK RACK
STORAGE AREA
25ft by 25ft

SOUTH BEACH
80-53-182-002-00

UNDERGROUND
RESERVOIR

DECK OVERLOOK

Van Buren St

Clinton St

Monroe St

KIDS CORNER
MONROE PARK

South Haven St

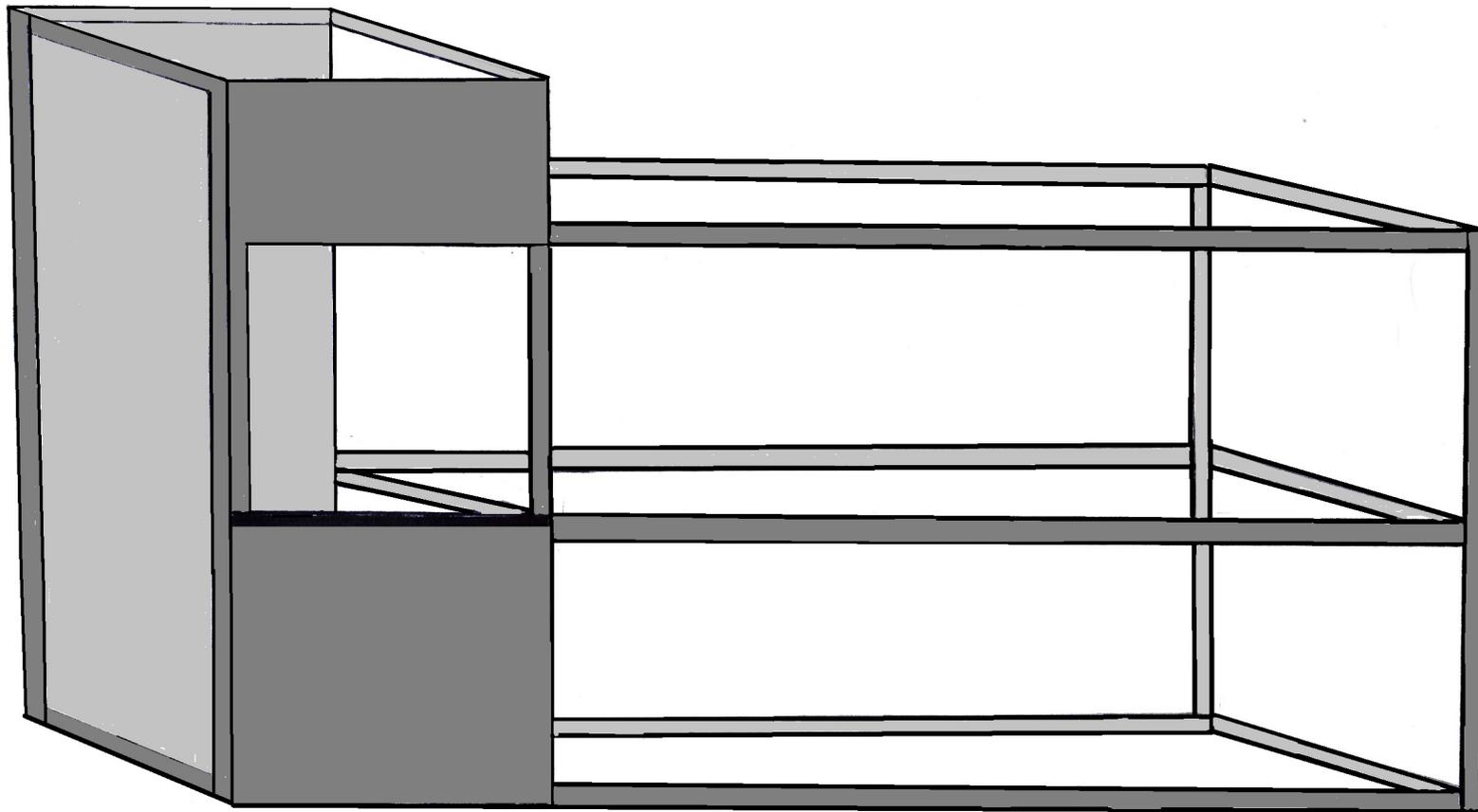
Monroe Blvd

*Lake
Michigan*

PERSONAL WATERCRAFT LANE

6/1/2016

EXHIBIT B
BOOTH & RENTAL RACK



LICENSE AGREEMENT

This License Agreement (this “Agreement”) is made as of November 14, 2014 (the “Effective Date”), 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 Soha Surf Shop, LLC, a Michigan corporation, the principal business address of which is 518 Phoenix Street, South Haven, MI 49090 (the “**Licensee**”).

RECITALS

- A. The City owns the property located on Lake Michigan commonly referred to as South Beach Park (“**South Beach**”).
- B. The Licensee wishes to operate a surf shop business on South Beach during the summer months that would rent kayaks, paddleboards, beach chairs, and umbrellas to the public and sell surf shop merchandise.
- 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 licenses to the Licensee that portion of South Beach designated on the attached Exhibit A (the “**Licensed Property**”) for its use in operating a surf shop business, subject to the terms and conditions of this Agreement and for no other purpose or use.
 - (a) This license is granted on an “AS IS” basis. The City makes no representations or warranties about the condition of the Licensed Property or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of such areas.
 - (b) Except as otherwise provided by this Agreement, no changes may be made to the Licensed Property and no permanent additions may be added to the Licensed Property without the City’s prior written consent which the City may for any reason decline. At the expiration of this Agreement, or any renewal thereof, the Licensee shall return the Licensed Property to the condition it was in prior to the effective date of this Agreement. Any costs incurred by the City in the restoration of the Licensed Property to its pre-Agreement condition shall be charged to the Licensee.
 - (c) For the summers of 2016 and 2017 only, the parties have agreed to change the Licensed Property location to Alternative #3. Parties will review this arrangement in October of 2017 to assess lake levels and beach access to mutually determine that a return the original Licensed Property location is warranted. See attached Exhibit A-2.

2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license shall commence on the Effective Date and shall expire 5 years thereafter. Lessee's obligations under Section 3 shall survive the expiration of the license or any subsequent renewal of the license. The license and this Agreement are subject to annual renewal by mutual agreement of the parties on the same terms and conditions. Notwithstanding the foregoing, Licensee shall only have the right to use the Licensed Property from 7:00 a.m. on May 15th through 8:00 p.m. on September 15th (the "Season") during each calendar year that this Agreement is in effect.

3. License Fee. The Licensee shall pay to the City an annual license fee on October 15 of each year that this Agreement is in effect, based upon the gross annual revenue derived from the Licensee's operation of the surf shop business on South Beach. For purposes of this Agreement, "gross annual revenue" shall mean a portion of total revenue, including cash, check, credit card receipt or debit card receipt, paid on an annual basis to the Licensee for all goods and services sold or rented by the Licensee on South Beach. The License Fee shall be 15% of the gross annual revenue derived from operation of the surf shop business on South Beach. The Licensee shall submit a report showing gross annual revenue to the City at the same it submits payment of the License Fee, and the report shall be subject to audit by the City.

4. Property Rights. This Agreement only grants a license to use the Licensed Property. This Agreement does not grant or convey to the Licensee any rights, title, or interest in the Licensed Property. The City retains all property rights in the Licensed Property.

5. Requirements of Licensee. This license is subject to the following terms and conditions:

(a) The Licensee's surf shop business shall consist only of selling surf shop merchandise (defined to mean T-shirts, flip flops, sunglasses, sunscreen, and other items, ~~including food items~~, acceptable to the City) and renting kayaks, paddleboards, beach chairs, and umbrellas to the public for a fee. Prior to renting a kayak or paddleboard, the Licensee shall make reasonable efforts to ensure that each customer is capable of operating a kayak or paddleboard in a safe and suitable manner. These efforts shall include providing basic safety training and verifying that each renter is of a suitable age and physical condition to operate a kayak or paddleboard.

(b) The Licensee shall instruct its customers to operate the kayaks and paddleboards in the designated personal water craft lane. The Licensee shall be responsible for ensuring compliance with this requirement.

(c) The Licensee shall use reasonable judgment in determining whether to rent kayaks or paddleboards when it is apparent that weather or water conditions, including but not limited to wind conditions, undertows, frigid water, or rip currents, make the use of such watercraft dangerous or unsuitable. The Licensee shall be solely responsible for warning customers of the dangers of hypothermia.

(d) The Licensee shall use reasonable judgment in setting rules regarding the use of life vests or other safety devices in conjunction with kayak and paddleboard rentals.

(e) The Licensee may (i) install tents within the area designated as the “Tent & Kayak Rack Storage Area” on the attached Exhibit A, in accordance with plans and specifications approved in writing by the City. The tents shall be removed in the evenings after hours of operation.

(f) The Licensee may install temporary storage racks for the storage of paddleboards and kayaks within the area designated as “Tent & Kayak Rack Storage Area” on the attached Exhibit A, in accordance with plans and specifications approved in writing by the City. An example picture of the “Storage Rack” is on the attached Revised Exhibit B, the rack will be similar in design. The Licensee shall remove such storage racks from the Licensed Property at the end of the Season.

(g) The Licensee shall ensure that its operation of the surf shop and the use and operation of kayaks and paddleboards on Lake Michigan comply at all times with applicable local, state and federal laws, regulations, ordinances, orders, permits, and licenses.

(h) The Licensee may operate its business on the Licensed Property from 9:00 a.m. to 7:00 p.m., seven days per week during the Season.

(i) The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship with the City. At no time during the term of this Agreement is the Licensee to be considered affiliated with the City. The City’s logo shall not be used at any time for any purpose by the Licensee. On its rental agreement with customers, the Licensee shall conspicuously display a notice disclaiming any affiliation with the City. The notice shall read:

THE RENTAL OF KAYAKS AND PADDLEBOARDS IS
OPERATED EXCLUSIVELY BY SOHA SURF SHOP, LLC.
THE CITY OF SOUTH HAVEN HAS NO ROLE IN THIS
OPERATION.

6. Loss Payment (Indemnification). The Licensee shall hold the City (defined for purposes of this paragraph to include the City’s officers and employees) harmless from, defend it against (with legal counsel reasonably acceptable to the City), and pay for any loss paid or owed by the City arising from the Licensee’s operation of the surf shop business or use of the Licensed Property. “**Loss**” means a monetary amount paid or owed for any reason, including for example: judgments, settlements, fines, replacement costs, staff compensation, decreases in property value, and expenses incurred in defending a legal claim.

7. 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 per occurrence and \$3,000,000.00 in the aggregate. All policies shall name the City (including its officers and employees) as an additional insured and certificate holder. 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.

8. 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.

9. Termination. The license granted pursuant to this Agreement is terminable at the will of either the City Council or the Licensee. The City Manager may, upon a reasonable belief that a breach of this Agreement has occurred, suspend the license granted by this Agreement, effective immediately. In case of suspension, 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 be considered so that the Licensee may address the City Council. Upon the termination of this Agreement, the Licensee shall, unless the City otherwise consents by resolution of the City Council, without cost to the City, remove any temporary structure and restore the Licensed Property to the condition it was in prior to the date of this Agreement.

10. Breach. To the extent not prohibited by law, the prevailing party in any action brought to, pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, its actual reasonable attorney’s fees, filing fees, expert fees and other expenses incurred to bring, maintain or defend any such action from its first accrual or first notice thereof through any appellate and collection proceedings. A party is a prevailing party if it improves its position from any offer made by the other party prior to filing the lawsuit. This provision shall not alter or affect any remedies under applicable court rules governing sanctions for rejected offers of judgment or case evaluation awards.

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The parties have signed this amended License Agreement as of the dates below.

CITY OF SOUTH HAVEN
By: _____
Robert Burr, Mayor
By: _____
Amanda Morgan, Clerk
Date: _____

SOHA SURF SHOP, LLC
By: _____
Its: _____
Date: _____

EXHIBIT A – LICENSED PROPERTY LOCATIONS

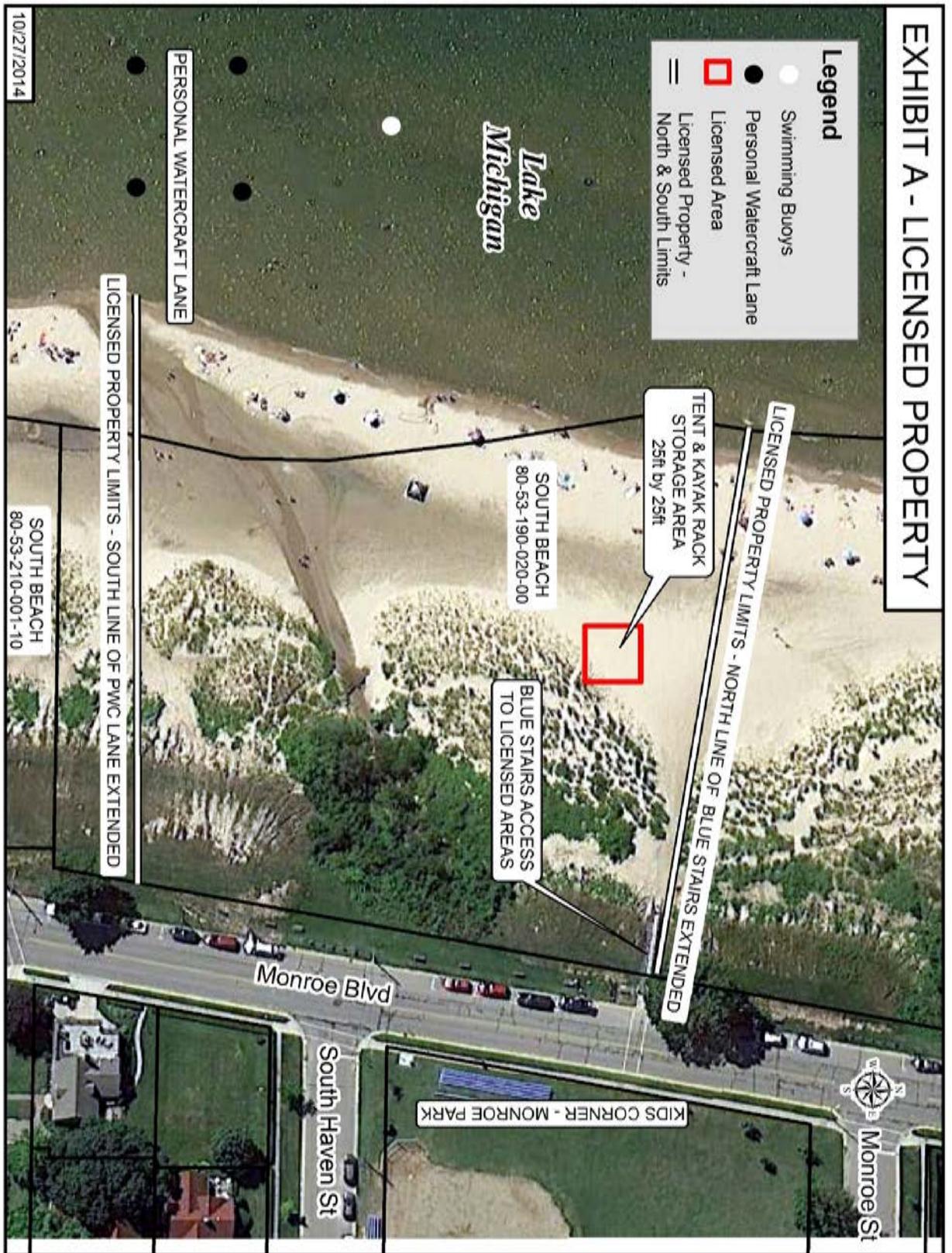


EXHIBIT A-2
2016 LICENSED PROPERTY

EXHIBIT B
BOOTH & RENTAL RACK

From: [chris campbell](#)
To: [Brian Dissette](#)
Subject: Beach Rental Location
Date: Tuesday, May 24, 2016 6:23:40 PM
Attachments: [20160524_161604.jpg](#)
[image1 \(1\).JPG](#)
[IMG_1558.JPG](#)

Hello Brian,

As we are gearing up for this coming rental season, we are running into some problems with space on the beach. With the water levels so high this summer, there is not enough space directly on the beach below the blue stairs for our stand as well as visitors. I have attached some pictures displaying where our stand is currently located to show how little beach space is left due to high water.

After some discussion with city officials, we are requesting that city counsel look at approving another location for our rental stand to be located. We think that the best option is to move to south beach where there is more space to accommodate our stand and visitors.

--

Thanks,

Soha Surf Shop
518 Phoenix st.
South Haven, MI 49090
269-872-3044

Hi Brian,

Because of High Water we had to move our Rental Stand to South Beach by the parking lot. This season we found this to be great to draw customers. We have increased our rentals by almost 70% so far this summer and we still have a bit to go on summer. We would like to look at staying at this location in the future, as well as looking at adding a small storage building behind the pump house that sits 100 yards behind the stand. This would give us storage for lifejackets and paddles which we are very tight on space.

We would also like to look at the possibility of getting a non-motorized vessel lane put in straight out from the stand. For use of only vessels under power of paddle. With the increase in water sports such as paddle boarding, and kayaking we have seen a lot of water toys. Most people don't know the rules about swim areas. This would give them a lane to go in and out. The lane only needs to be about 8 feet wide. I have been in contact with the Van Buren marina Patrol, who have been very helpful this summer. After talks with them they think this would be a great idea. We are only about a fourth of the water toys in the water. So this would help people bring their own down know as well.

--

Thanks,

Soha Surf Shop
518 Phoenix St.
South Haven, MI 49090
[269-872-3044](tel:269-872-3044)







CITY OF SOUTH HAVEN

Receipt: 207872

10/28/15

539 PHOENIX ST
SOUTH HAVEN, MI 49090

Cashier: AWILDEY
Received Of: SOHA SURF SHOP

(269) 637-0710

WWW.SOUTH-HAVEN.COM

The sum of: 4,918.49

1201	2015 KAYAK RENTALS		4,918.49
		577-000-690-000	4,918.49
		Total	4,918.49

CHECK 1302 4,918.49

Signed: _____

CITY OF SOUTH HAVEN

Receipt: 139654

10/21/14

539 PHOENIX ST
SOUTH HAVEN, MI 49090

Cashier: KVERDONK

Received Of: SOHA SURF SHOP LLC

(269) 637-0710

WWW.SOUTH-HAVEN.COM

The sum of: 915.45

1201	BEACH TENTS		915.45
		577-000-667-012	915.45
		Total	915.45
	CHECK	1086	915.45

Signed: _____



Agenda Item 11

Soha Surf Shop License Agreement Amendment

Background Information:

The Parks Commission will be asked to consider a recommendation approving an extension of the license agreement with Soha Surf Shop, owned by Chris Campbell, dated January 4, 2016. The amendment would be a five-year extension permitting the rental operation to operate within Black River Park parking lot near the kayak launch.

The license agreement with Soha Surf Shop was approved by the City Council on January 4, 2016. Mr. Campbell requests that the agreement be extended for a period of five years. The license agreement with the City of South Haven allows the rental of kayaks, paddleboards, and the sale of paddle sport related merchandise (defined to mean T-shirts, flip flops, sunglasses, sunscreen).

This was the first year of a license agreement at this location. Mr. Campbell is allowed one parking space to park a storage trailer and adjoining space (30' by 10') to conduct sales. In addition to this requested amendment, Mr. Campbell, if allowed to stay at the location, would also like to place another similarly sized trailer in the adjacent parking space to expand kayak storage options.

The annual license fee is not due until November 15, 2016. The annual license fee is calculated as 5% of the gross annual revenue for all goods and services sold or rented by the Licensee at Black River Park. Mr. Campbell reports \$29,200.90 in rental sales at this location.

Recommendation:

Staff recommends that the Parks Commission recommend to City Council to approve an amendment to the license agreement with Soha Surf Shop, owned by Chris Campbell, dated January 4, 2016.

Support Material:

2016 License Agreement with attachments
SoHa Surf Shop Support Letter

LICENSE AGREEMENT

This License Agreement is made as of 01/04, 2016, 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 Soha Surf Shop, LLC, a Michigan corporation, the principal business address of which is 518 Phoenix Street, South Haven, MI 49090 (the "Licensee").

RECITALS

A. The City owns the property located on the Black River commonly referred to as Black River Park ("Black River Park").

B. The Licensee wishes to operate a kayak rental business on Black River Park during the summer months that would rent kayaks, canoes, paddleboards to the public and sell sport related merchandise.

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 licenses to the Licensee those portions of Black River Park designated on the attached **Exhibit A** (the "Licensed Property") for its use in operating a kayak rental business, subject to the terms and conditions of this Agreement and for no other purpose or use.
 - (a) This license is granted on an "AS IS" basis. The City makes no representations or warranties about the condition of the Licensed Property or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of such areas.
 - (b) Except as otherwise provided by this Agreement, no changes may be made to the Licensed Property and no permanent additions may be added to the Licensed Property without the City's prior written consent which the City may for any reason decline. At the expiration of this Agreement, or any renewal thereof, the Licensee shall return the Licensed Property to the condition it was in prior to the effective date of this Agreement. Any costs incurred by the City in the restoration of the Licensed Property to its pre-Agreement condition shall be charged to the Licensee.
2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license shall commence at 7:00 a.m. on May 1, 2016, and expire at 8:00 p.m. on October 31, 2016. Lessee's obligations under Section 3 shall survive the expiration of the license or any subsequent renewal of the license. The license and this Agreement are subject to annual renewal by mutual agreement of the parties on the same terms and conditions.
3. License Fee. The Licensee shall pay to the City an annual license fee on November 15 of each year that this Agreement is in effect, based upon the gross annual revenue derived from the Licensee's operation of the kayak rental business on Black River Park. For purposes of this Agreement, "gross annual revenue" shall mean a portion of total revenue, including cash, check, credit card receipt or debit card receipt, paid on an annual basis to the Licensee for all goods and services sold or rented by the Licensee on Black River Park. The License Fee shall be 5% of the gross annual revenue derived from operation of the kayak rental business on Black River Park. The Licensee shall submit a report

showing gross annual revenue to the City at the same it submits payment of the License Fee, and the report shall be subject to audit by the City.

4. Property Rights. This Agreement only grants a license to use the Licensed Property. This Agreement does not grant or convey to the Licensee any rights, title, or interest in the Licensed Property. The City retains all property rights in the Licensed Property.
5. Requirements of Licensee. This license is subject to the following terms and conditions:
 - (a) The Licensee's kayak rental business shall consist only of selling paddle sport related merchandise (defined to mean T-shirts, flip flops, sunglasses, sunscreen, and other items, including non-alcoholic drink and food items, acceptable to the City) and renting kayaks, paddleboards and canoes to the public for a fee. Prior to renting a kayak, canoe or paddleboard, the Licensee shall make reasonable efforts to ensure that each customer is capable of operating a kayak, canoe or paddleboard in a safe and suitable manner. These efforts shall include providing basic safety training and verifying that each renter is of a suitable age and physical condition to operate a kayak, canoe or paddleboard.
 - (b) The Licensee shall instruct its customers to operate the kayaks, canoes and paddleboards in way that does not interfere with motorized vessel traffic. The Licensee shall be responsible for ensuring compliance with this requirement.
 - (c) The Licensee shall use reasonable judgment in determining whether to rent kayaks or paddleboards when it is apparent that weather or water conditions, including but not limited to wind conditions, undertows, frigid water, or rip currents make the use of such watercraft dangerous or unsuitable. The Licensee shall be solely responsible for warning customers of the dangers of hypothermia.
 - (d) The Licensee shall use reasonable judgment in setting rules regarding the use of life vests or other safety devices in conjunction with kayak, canoe and paddleboard rentals.
 - (e) The Licensee may park a trailer in the Licensed Area, in accordance with plans and specifications approved in writing by the City. The Licensee shall be responsible for outfitting the trailer with any equipment or utilities necessary for the operation of the kayak rental business. The Licensee may place a sandwich board sign along the roadway in Black River Park.
 - (f) The Licensee shall ensure that its operation of the kayak rental and the use and operation of kayaks, canoes and paddleboards on the Black River and Lake Michigan comply at all times with applicable local, state and federal laws, regulations, ordinances, orders, permits, and licenses.
 - (g) The Licensee may operate its business on the Licensed Property from 9:00 a.m. to 7:00 p.m., seven days per week, during the term of this Agreement.
 - (h) The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship with the City. At no time during the term of this Agreement is the Licensee to be considered affiliated with the City. The City's logo shall not be used at any time for any purpose by the Licensee. On its rental agreement with customers, the Licensee shall conspicuously display a notice disclaiming any affiliation with the City. The notice shall read:

THE RENTAL OF KAYAKS AND PADDLEBOARDS IS OPERATED
EXCLUSIVELY BY SOHA SURF SHOP, LLC. THE CITY OF SOUTH
HAVEN HAS NO ROLE IN THIS OPERATION.

6. Loss Payment (Indemnification). The Licensee shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, defend it against (with legal counsel reasonably acceptable to the City), and pay for any loss paid or owed by the City arising from the Licensee's operation of the kayak rental business or use of the Licensed Property. "Loss" means a monetary amount paid or owed for any reason, including for example: judgments, settlements, fines, replacement costs, staff compensation, decreases in property value, and expenses incurred in defending a legal claim.
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The parties have signed this License Agreement as of the date first above written.

CITY OF SOUTH HAVEN

SOHA SURF SHOP, LLC

By: Robert Burr
Robert Burr
Its: Mayor

By: Chris Campbell
Its: Owner

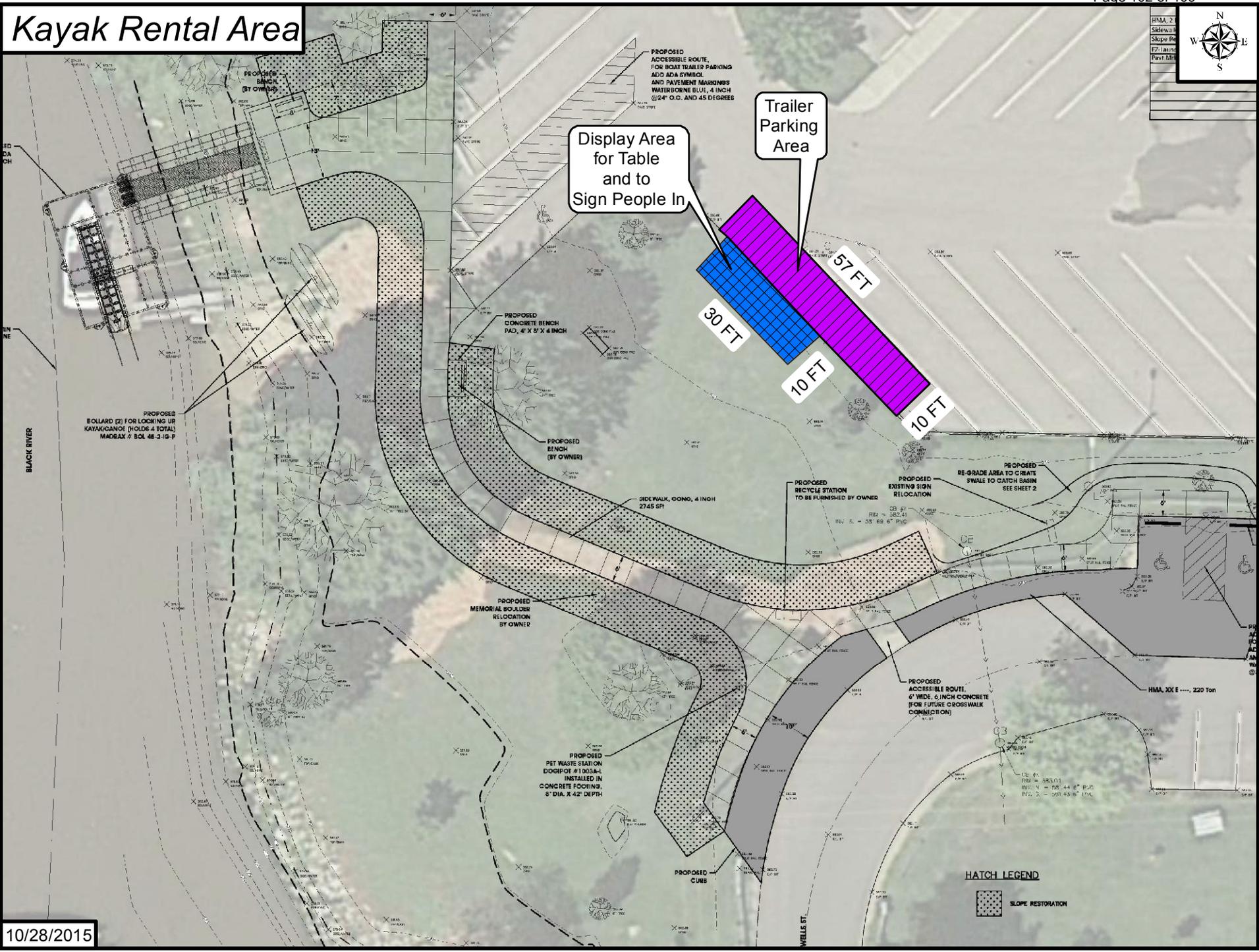
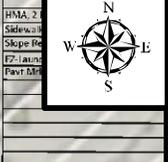
By: Amanda Morgan
Amanda Morgan
Its: Clerk

Date Signed: 2/24, 2016

Date Signed: 01/06, 2016

**EXHIBIT A
LICENSED PROPERTY**

Kayak Rental Area



LICENSE AGREEMENT

This License Agreement is made as of _____, 2016, 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 Soha Surf Shop, LLC, a Michigan corporation, the principal business address of which is 518 Phoenix Street, South Haven, MI 49090 (the "Licensee").

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TERMS AND CONDITIONS

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

1. License. The City licenses to the Licensee those portions of Black River Park designated on the attached **Exhibit A** (the "Licensed Property") for its use in operating a kayak rental business, subject to the terms and conditions of this Agreement and for no other purpose or use.
 - (a) This license is granted on an "AS IS" basis. The City makes no representations or warranties about the condition of the Licensed Property or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of such areas.
 - (b) Except as otherwise provided by this Agreement, no changes may be made to the Licensed Property and no permanent additions may be added to the Licensed Property without the City's prior written consent which the City may for any reason decline. At the expiration of this Agreement, or any renewal thereof, the Licensee shall return the Licensed Property to the condition it was in prior to the effective date of this Agreement. Any costs incurred by the City in the restoration of the Licensed Property to its pre-Agreement condition shall be charged to the Licensee.
2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license shall commence at 7:00 a.m. on May 1, 2016, and expire at 8:00 p.m. on October 31, 2021. Lessee's obligations under Section 3 shall survive the expiration of the license or any subsequent renewal of the license. The license and this Agreement are subject to annual renewal by mutual agreement of the parties on the same terms and conditions.
3. License Fee. The Licensee shall pay to the City an annual license fee on November 15 of each year that this Agreement is in effect, based upon the gross annual revenue derived from the Licensee's operation of the kayak rental business on Black River Park. For purposes of this Agreement, "gross annual revenue" shall mean a portion of total revenue, including cash, check, credit card receipt or debit card receipt, paid on an annual basis to the Licensee for all goods and services sold or rented by the Licensee on Black River Park. The License Fee shall be 5% of the gross annual revenue derived from operation of the kayak rental business on Black River Park. The Licensee shall submit a report

showing gross annual revenue to the City at the same it submits payment of the License Fee, and the report shall be subject to audit by the City.

4. Property Rights. This Agreement only grants a license to use the Licensed Property. This Agreement does not grant or convey to the Licensee any rights, title, or interest in the Licensed Property. The City retains all property rights in the Licensed Property.
5. Requirements of Licensee. This license is subject to the following terms and conditions:
 - (a) The Licensee's kayak rental business shall consist only of selling paddle sport related merchandise (defined to mean T-shirts, flip flops, sunglasses, sunscreen, and other items, including non-alcoholic drink and food items, acceptable to the City) and renting kayaks, paddleboards and canoes to the public for a fee. Prior to renting a kayak, canoe or paddleboard, the Licensee shall make reasonable efforts to ensure that each customer is capable of operating a kayak, canoe or paddleboard in a safe and suitable manner. These efforts shall include providing basic safety training and verifying that each renter is of a suitable age and physical condition to operate a kayak, canoe or paddleboard.
 - (b) The Licensee shall instruct its customers to operate the kayaks, canoes and paddleboards in way that does not interfere with motorized vessel traffic. The Licensee shall be responsible for ensuring compliance with this requirement.
 - (c) The Licensee shall use reasonable judgment in determining whether to rent kayaks or paddleboards when it is apparent that weather or water conditions, including but not limited to wind conditions, undertows, frigid water, or rip currents make the use of such watercraft dangerous or unsuitable. The Licensee shall be solely responsible for warning customers of the dangers of hypothermia.
 - (d) The Licensee shall use reasonable judgment in setting rules regarding the use of life vests or other safety devices in conjunction with kayak, canoe and paddleboard rentals.
 - (e) The Licensee may park a trailer in the Licensed Area, in accordance with plans and specifications approved in writing by the City. The Licensee shall be responsible for outfitting the trailer with any equipment or utilities necessary for the operation of the kayak rental business. At the conclusion of each rental season, Licensee shall remove the trailer from the park. The Licensee may place a sandwich board sign along the roadway in Black River Park.
 - (f) The Licensee shall ensure that its operation of the kayak rental and the use and operation of kayaks, canoes and paddleboards on the Black River and Lake Michigan comply at all times with applicable local, state and federal laws, regulations, ordinances, orders, permits, and licenses.
 - (g) The Licensee may operate its business on the Licensed Property from 9:00 a.m. to 7:00 p.m., seven days per week, during the term of this Agreement.
 - (h) The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship with the City. At no time during the term of this Agreement is the Licensee to be considered affiliated with the City. The City's logo shall not be used at any time for any purpose by the Licensee. On its rental agreement with customers, the Licensee shall conspicuously display a notice disclaiming any affiliation with the City. The notice shall read:

THE RENTAL OF KAYAKS AND PADDLEBOARDS IS OPERATED EXCLUSIVELY BY SOHA SURF SHOP, LLC. THE CITY OF SOUTH HAVEN HAS NO ROLE IN THIS OPERATION.

6. Loss Payment (Indemnification). The Licensee shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, defend it against (with legal counsel reasonably acceptable to the City), and pay for any loss paid or owed by the City arising from the Licensee's operation of the kayak rental business or use of the Licensed Property. "Loss" means a monetary amount paid or owed for any reason, including for example: judgments, settlements, fines, replacement costs, staff compensation, decreases in property value, and expenses incurred in defending a legal claim.
7. 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. 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.
8. 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.
9. Termination. The license granted pursuant to this Agreement is terminable at the will of either the City Council or the Licensee. The City Manager may, upon a reasonable belief that a breach of this Agreement has occurred suspend the license granted by this Agreement, effective immediately. In case of suspension, 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 be considered so that the Licensee may address the City Council. Upon the termination of this Agreement, the Licensee shall, unless the City otherwise consents by resolution of the City Council, without cost to the City, remove any temporary structure and restore the Licensed Property to the condition it was in prior to the date of this Agreement.
10. Breach. To the extent not prohibited by law, the prevailing party in any action brought to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, its actual reasonable attorney fees, filing fees, expert fees and other expenses incurred to bring, maintain or defend any such action from its first accrual or first notice thereof through any appellate and collection proceedings. A party is a prevailing party if it improves its position from any offer made by the other party prior to filing the lawsuit. This provision shall not alter or affect any remedies under applicable court rules governing sanctions for rejected offers of judgment or case evaluation awards.

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.

(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 License Agreement as of the date first above written.

CITY OF SOUTH HAVEN

SOHA SURF SHOP, LLC

By: _____
Robert Burr
Its: Mayor

By: _____

Its: _____

By: _____
Travis Sullivan
Its: Clerk

Date Signed: _____, 2016

Date Signed: _____, 2016

EXHIBIT A
LICENSED PROPERTY

Hi Brian and Kate,

Our black river rental location did well after advertising. We would like to look at a 5 year lease, and add a second smaller trailer. This year we have done \$29,200.90 in total rentals to date. We think over time this can increase, as we are learning from using billboards to help drive more rentals. The second trailer would help with storing more kayaks, and we would like to use longer kayaks, and maybe canoes in the future at this location.

I look forward from hearing from you.

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Thanks,

Chris Campbell
Soha Surf Shop
518 Phoenix st.
South Haven, MI 49090
269-872-3044