

Harbor Commission

Regular Meeting Agenda

Tuesday, October 20, 2015, 5:30 p.m.
Council Chambers, South Haven City Hall



City of South Haven

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

1. Call to Order

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

2. Approval of Agenda

3. Approval of Minutes: August 18, 2015 Regular Meeting

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

5. Financial Report

6. Capital Improvement Plan

7. Marina Contracts

Member and Staff Comments

Adjourn

RESPECTFULLY SUBMITTED,
Paul VandenBosch
Secretary, Harbor Commission

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

Harbor Commission

Regular Meeting Minutes

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



City of South Haven

1. Call to Order by Arnold at 5:30 p.m.

Present: Pyle, Reineck, Silverman, Stegeman, Stephens, Sullivan, Arnold

Absent: None

Also present: John Marple, Marina Manager

2. Approval of Agenda

Motion by Pyle, second by Silverman to approve the August 18, 2015 regular meeting agenda with the addition of #3a Marina Reports.

All in favor. Motion carried.

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

Motion by Pyle, second by Silverman to approve the July 21, 2015 regular meeting minutes as written.

All in favor. Motion carried.

3a. Marina Reports

VandenBosch reviewed the Marina Reports.

Silverman commented on the way the calculation was done and noted that it was not weighted.

Stephens asked whether it would be possible to track expenses for each facility separately to which VandenBosch responded that one of the difficulties is that staff such as the cleaning crews move from marina to marina throughout the day. VandenBosch noted there might be ways to make such expense guesses more accurate. Stephens noted that the more specific you can be the more accurate you can be.

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

None at this time.

5. Tour Boat Amendment

VandenBosch updated the board on progress regarding the contract with IT-IL-DO Charters, LLC, including delays with getting Department of Environmental Quality (DEQ) permits and Coast Guard inspection approval. While staff is working on installing the electric pedestals, the charter has been unable to start operating. VandenBosch suggests that the commission pro-rate the current year's fee and add next year's fee to the updated contract.

Silverman questioned whether the 2015 rental was ever paid to which VandenBosch responded that the 2015 rental fee has not been paid. Silverman asked whether there is an anticipated date. Chad Bard, owner of IT-IL-DO Charters, LLC, stated the Coast Guard has done the stability test but Bard still has to take the inspector for a boat ride and do the man overboard drill. Bard noted the inspector is pretty much good to go but there are three different sets of approvals required.

Discussion ensued regarding the bidding process and work on the electric pedestals and removal of a section of railing.

Silverman asked about minor changes in the agreement, season ending dates, and fees.

Silverman asked whether the Marina Manager has any concerns about the tour boat being at the South Marina.

John Marple stated he has concerns, but IT-IL-DO Charters has been down there with his fishing charter for three (3) years and there has been nothing major in the way of problems. Marple thinks even if there are a couple of bumps in the beginning that overall this arrangement can work.

VandenBosch expressed his biggest concern: the existing public restrooms are not adequate when there are events in that area. "We could have up to forty (40) additional people at a time with the tour boat; we already need more restrooms in that area." Marple seconded what VandenBosch just said, and noted, "On any given weekend we are already overburdened. Maintenance involved there is quite high. At some point in the future the city needs to look at increasing the restrooms, there is a pressing need at South Beach as well." Marple also expressed concern that with the tour boat coming in there will be folks sitting around and waiting and there is not enough seating available on the south side. Marple stated that he is cautiously optimistic.

Pyle noted the charter is a great opportunity and that starting at a slower time of year may help staff and the tour boat operation get the bugs worked out regarding seating and restrooms before re-opening next year.

Motion by Reineck, second by Pyle to recommend that city council approve the license agreement with IT-IL-DO Charters, LLC for a tour boat operation to be moored at the South Side Marina.

Sullivan and Stephens abstained.

Ayes: Pyle, Reineck, Silverman, Stegeman, Arnold

Nays: None

Motion carried.

6. Marina Rates 2016

VandenBosch explained how the discount was calculated and noted that these are substantial discounts compared to what had been offered before. VandenBosch pointed out that he modified the numbers in the resolution to round up to an even ten. VandenBosch also requests a two percent (2%) increase at the North Side and Black River Park Marinas but not at the Maritime Marina as the facilities there have not seen much improvement and the current rates are fairly high given the amenities that are available.

Silverman asked what the basis is for the two percent (2%) recommendation which VandenBosch explained as an inflationary increase. After a question by Silverman regarding whether the North Side is filled to capacity for the season, VandenBosch responded that there are a few slips that have a lot of surge which the city does not rent.

Marple corroborated that and stated that Black River Park has two empty docks compared to less than fifty percent (50%) occupancy three (3) years ago. "The two percent (2%) increase is a very reasonable amount to raise the seasonal fees." Marple cautioned about the Maritime Museum stating that he would prefer to keep that rate set until those docks are filled.

Silverman likes the idea of a nominal increase, because too frequently you wait too long and then it is a big increase. Marple responded, "We have the demand, the capitalistic system, you know."

Reineck asked at the current occupancy how much revenue will the city see to which VandenBosch responded that he should have calculated that.

Stephens asked if there has been an increase in the North Side Marina rates since the new facility was put in to which VandenBosch responded that rates were not raised at all during the economic crunch. Stegeman noted that the water level was also bad during that time.

Silverman asked about the state's fees which VandenBosch explained as the state setting ranges, noting that if the state changes their rates the city's rates will automatically follow.

Motion by Silverman to recommend to City Council the rate changes contained in the resolution setting the seasonal and transient slip rates at South Haven Municipal Marinas. Second by Stephens.

Ayes: Sullivan, Pyle, Reineck, Silverman, Stephens, Arnold
Nays: Stegeman

Motion carried.

Stegeman stated that a rate discrepancy is being created because one marina is more popular than another. If the rate change was inflationary it would be across all the marinas.

7. Capital Improvement Plan 2016

VandenBosch explained that the Capital improvement Plan 2016 as presented is a wish list; it can come back next month with more detail. Marple put together the Capital Improvement list to which VandenBosch added a five (5) year Capital Improvement plan. VandenBosch's goal was to list all potential candidates for prioritization.

Discussion ensued regarding the Water Street bluff area; suggested improvements to the area where the stage is located during events; securing land for dredge spoils; using River Maintenance Fund money for purchasing land; the gate system at Black River Park and problems with re-entry.

Pyle noted that NAPA Auto Parts is moving out by John's Stereo so boaters will not be able to walk to get a part which will necessitate more people leaving and re-entering Black River Park. VandenBosch suggested asking the city's vendor how we could handle that. VandenBosch expressed concern about the overflow situation and stated he will contact the vendor to see if there is any way to give someone a one-time pin code. In response to a question from VandenBosch, Pyle stated that with the new fish cleaning station and more demand, she sees a need for providing a way for boaters to re-enter without having to pay a second day pass fee.

Stephens pointed out that according to page thirty-seven (37) of the agenda packet, the South Side Marina area has morphed into a center for more than marina patrons. Stephens wonders if it is appropriate for the general fund to contribute to this area, since the area is used by more than marina patrons. VandenBosch noted that while Waterfront Park is actually in the South Side Marina it is maintained and staffed by the Parks Department. VandenBosch also pointed out the aerial photo on page twenty (20) of the packet it can be seen that the area across the street from the stage green area, is included in the legal description of Southside Marina, which means either Parks or the General Fund is paying for that maintenance. If there is a need to increase the restrooms at South Side Marina, could be paid for by Parks, or a combination of funds. VandenBosch noted that there is a large amount of wasted space under that roof of the South Side Marina building which could be converted into a second story. A marina boater's lounge could be used by more than just boaters. There are things that could be done at the South Side Marina as a combined project, according to VandenBosch.

VandenBosch stated that this item, Capital Improvements 2016, will come back to the board next month. VandenBosch will try to have better cost estimates available and noted while

only a few of them will be able to be done, the board will be able to help with prioritization.

Member and Staff Comments

VandenBosch: No comment.

Stegeman: Suggested having an in-water boat show/mini festival at the South Side Marina, similar to the Michigan City Boat Show, to raise money for dredging and other expense.

Silverman: Said that boat show is at the end of the year; imagine if a similar event was done at the beginning of the year/boating season.

Discussion ensued regarding talking to the Michigan City harbor master and find out what group sponsors the boat show; using temporary floating docks and the time frame to get something on the calendar and dates locked in.

Stegeman: This Saturday, Aug. 22, is the Steelheader sponsored Salute to Vets and Operation Injured Soldier. Steelheaders take the veterans fishing, and then have a noon time parade up the channel. Everybody is invited out on the piers; there will be American flags to wave and then a light luncheon. Stegeman noted that you can go to www.steelheaders.com for more information.

There were no other comments.

Adjourn

Motion by Silverman, second by Stephens to adjourn at 6:25 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Marina Fund Revenue

Marina Fund Revenue
As of September 30, 2015

Fiscal Year Ending in	Revenue		Operational		Net
	Seasonal	Transient	Total	Expense	Revenue
2003	259,840	166,084	425,924	403,463	22,461
2004	280,151	167,907	448,058	429,353	18,705
2005	282,245	170,944	453,189	479,287	-26,098
2006	300,819	173,817	474,636	517,881	-43,245
2007	343,171	170,869	514,040	471,088	42,952
2008	368,408	168,362	536,770	493,906	42,864
2009	377,955	166,674	544,629	492,039	52,590
2010	350,635	161,584	512,219	485,399	26,820
2011	314,270	140,546	454,816	521,900	-67,084
2012	330,660	151,046	481,706	427,390	54,316
2013	377,199	89,267	466,466	599,418	-132,952
2014	402,337	154,894	557,231	535,339	21,892
2015	432,603	151,348	583,950	419,246	164,704
2016	2,400	107,695	110,095	115,219	-5,124

NOTES ON OPERATIONAL EXPENSES:

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

Operating Expense excludes reimbursable dredging costs

	Seasonal Marina Revenue												Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	58,007	147,702	34,975	42,960	23,115	-3,846	6,199	1,554	703	1,100	22,348	19,285	354,102
2008	60,795	185,520	32,325	36,210	19,130	16,761	820	50	0	6,550	26,799	900	385,860
2009	44,784	185,069	32,390	25,955	31,150	23,488	843	50	850	900	27,990	1,000	374,469
2010	13,035	218,460	41,530	20,235	5,050	20,692	0	434	350	200	29,812	1,000	350,798
2011	43,222	157,210	38,473	31,230	12,498	-158	800	1,950	400	1,100	17,625	8,865	313,215
2012	31,810	178,650	44,840	14,750	31,795	-1,925	0	200	1,050	3,940	11,420	850	317,380
2013	29,476	169,790	80,125	37,555	28,362	14,431	0	0	750	7,735	7,300	7,545	383,069
2014	328,765	5,389	22,415	950	13,080	8,408	3,918	4,814	12,360	10,495	5,300	6,481	422,375
2015	359,425	1,345	16,760	9,510	2,135	60	0	200	2,200				391,635

	Transient Marina Revenue												Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	0	0	0	8,528	11,494	39,340	56,647	48,986	10,983	1,553	-41	0	177,490
2008	0	0	0	11,657	8,957	29,620	53,315	53,501	11,385	630	0	0	169,065
2009	0	0	0	11,972	10,994	24,877	55,645	39,835	22,176	1,301	0	0	166,800
2010	0	0	0	8,445	9,029	25,154	52,730	40,107	8,654	1,299	0	0	145,418
2011	0	0	0	373	16,162	21,221	47,565	41,459	12,635	515	0	0	139,930
2012	0	0	0	4,684	12,448	31,740	40,344	21,935	4,392	0	-267	0	115,276
2013	0	706	3,502	2,466	3,689	12,501	33,066	40,527	17,724	843	359	542	115,924
2014	2,236	4,453	5,894	6,520	10,785	31,946	42,313	40,590	9,691	816	0	1,780	157,023
2015	2,829	7115	7,571	7,319	13,530	17,793	44,362	48,388	14,946				163,852

City of South Haven
 Black River Park Fund - Fund 545
 For the period ended September 30, 2015

<i>Revenues:</i>	<i>Month Actual</i>	<i>YTD Actual</i>	<i>2015-16 Adopted Budget</i>
State Grant	\$ -	# \$ -	\$ 326,000
Charges for Service	8,696	41,056	164,500
Interest and Rents	-	6	2,600
Other Revenue	-	-	-
Total Revenues	\$ 8,696	# \$ 41,062	\$ 493,100

<i>Expenses:</i>	<i>Month Actual</i>	<i>YTD Actual</i>	<i>2015-16 Adopted Budget</i>
Personnel Costs	\$ 4,556	\$ 11,903	\$ 42,549
Supplies	-	24	4,230
Admin/Computing/Equipment Fees	2,095	6,286	25,145
Contractual Services	1,284	5,713	24,160
Utilities	981	2,129	10,250
Other Services and Charges	708	2,124	11,355
Repairs and Maintenance	-	151	22,000
Capital Outlay	-	750	437,000
Operating Transfers Out to 296	483	1,450	5,800
Total Expenses	10,108	30,529	582,489
Depreciation	-	-	50,720
Total Expenses and Depreciation	\$ 10,108	\$ 30,529	\$ 633,209

Net Fund Change	\$ (1,412)	\$ 10,533	\$ (140,109)
Retained Earnings	June 30-UNAUDITED	\$ 579,018	
Less Net Capital Assets		\$ (370,633)	
Net Undesignated Reserves		\$ 208,385	
Add Seasonal Rentals paid but not posted to income yet		\$ 59,071	
Deduct Receivables owed to BRP but not yet received		\$ -	
Deduct Expenses paid in advance, not posted to expense yet		\$ (2,096)	
Add(Deduct) Amount due to/ from Beach, Rev earned but not in cash		\$ -	
Add Accounts Payable owed but not paid yet		\$ 12	
Adjusted Undesignated Reserves		\$ 275,905	
Cash & Investments Balance at month end		\$ 275,905	

Black River Park Revenues

Black River Park Revenue
As of September 30, 2015

Fiscal Year Ending	Boat Launch & Parking fees	Seasonal Launch Permit	Seasonal Dock	Transient Dock	Revenue Total	Operational Expense	Net Revenue
2007	84,563	9,480	42,544	10,471	147,058	90,412	56,646
2008	96,484	11,143	37,896	10,053	155,576	97,145	58,431
2009	93,239	9,240	37,261	11,922	151,662	99,992	51,670
2010	84,432	9,249	38,478	10,183	142,342	90,883	51,459
2011	66,393	8,658	42,038	3,859	120,948	113,430	7,518
2012	73,619	10,711	55,134	10,097	149,561	129,949	19,613
2013	71,440	9,150	47,844	10,980	139,414	102,155	37,259
2014	85,510	12,987	47,487	10,550	156,534	143,867	12,667
2015	43,770	8,504	101,265	8,961	162,500	96,753	65,747
2016	36,325	725	1,730	1,968	40,748	29,079	11,669

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

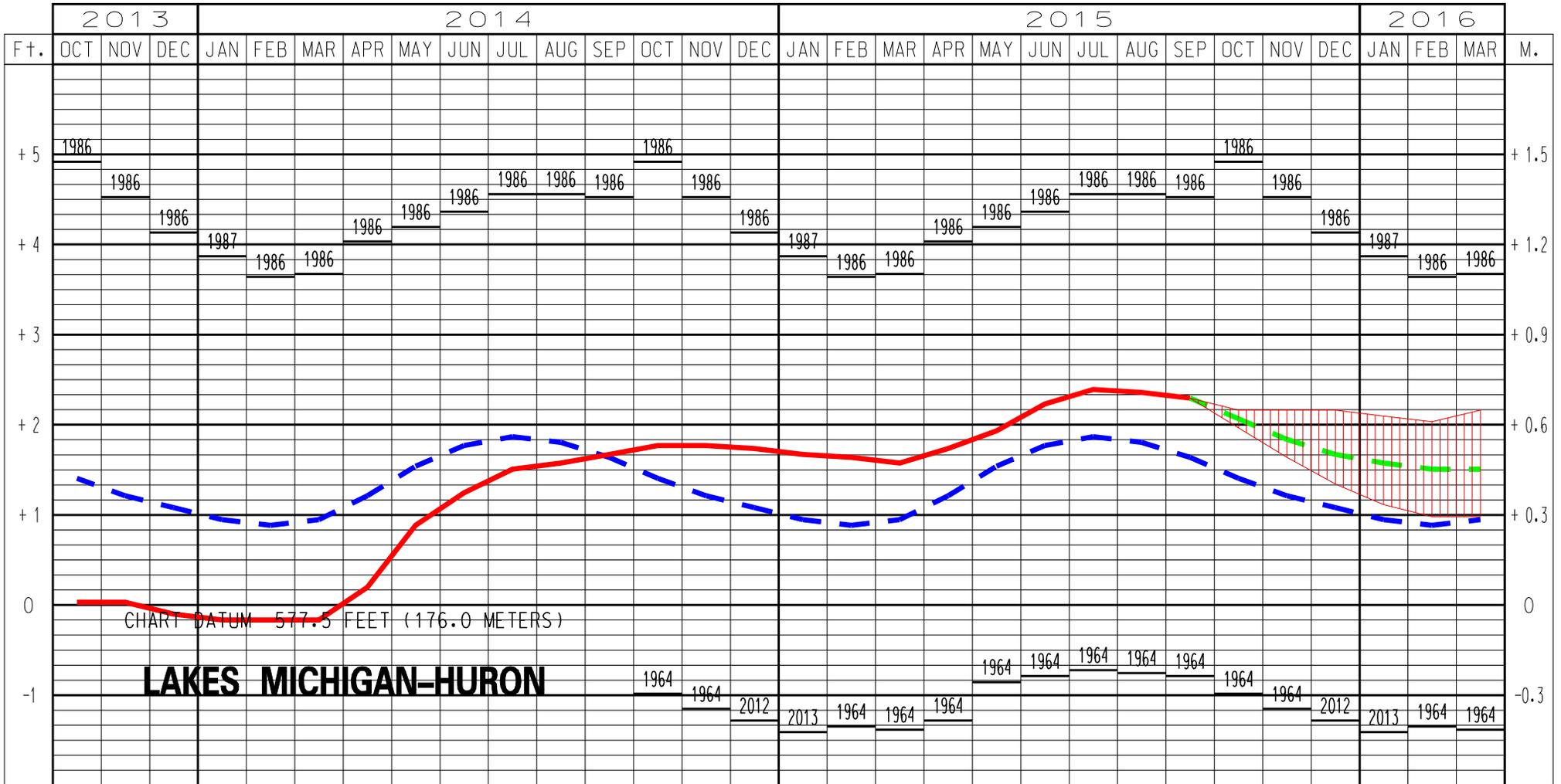
Boat Launching & Parking Fees Revenue													Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	0	0	0	1,289	4,160	7,725	13,459	7,941	5,917	1,808	0	0	42,299
2008	0	0	0	831	2,768	5,172	11,030	10,046	4,709	2,170	0	0	36,726
2009	0	0	0	370	3,378	5,558	10,738	7,704	8,311	812	0	0	36,871
2010	0	0	0	527	6,102	4,284	13,972	11,844	2,799	2,186	0	0	41,714
2011	0	0	0	126	4,301	6,870	19,145	10,345	7,373	1,221	0	0	49,381
2012	0	0	0	0	7,000	10,050	19,667	9,346	4,702	2,376	1,031	112	54,285
2013	56	0	91	637	3,671	6,154	14,069	12,964	4,874	3,081	14	0	45,611
2014	0	0	0	866	5,519	6,100	11,176	13,249	5,160	1,243	0	0	43,313
2015	0	0	0	1,149	5,189	6,604	16,800	11,798	7,727				49,267

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

Seasonal Dock Revenue													Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	9,140	27,530	6,155	11,695	12,270	5,762	0	0	250	400	5,200	4,787	83,189
2008	7,940	45,315	9,400	11,905	12,675	-1,388	0	0	200	2,000	5,009	1,655	94,711
2009	6,865	41,215	7,085	9,125	4,990	15,095	0	0	0	0	5,000	0	89,375
2010	3,740	30,265	19,680	11,325	15,585	-1,163	1,650	0	0	0	4,650	2,369	88,101
2011	6,550	22,995	3,740	7,215	8,505	8,720	727	3,707	0	1,680	2,175	4,670	70,684
2012	3,995	20,485	9,585	6,440	18,500	1,655	3,745	0	0	600	2,000	200	67,205
2013	3,070	24,760	11,180	6,850	17,300	1,735	55	985	0	800	4,700	2,650	74,085
2014	49,950	-430	-1,870	8,490	11,425	8,755	1,870	0	200	4,660	4,500	2,670	90,220
2015	66,305	7,235	-3,800	7,265	10,360	0	0	1,130	600				89,095

Transient Dock Revenue													Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	0	0	0	169	1,303	1,986	3,988	2,672	984	0	0	0	11,102
2008	0	0	0	329	1,562	1,609	2,571	2,904	1,204	303	0	0	10,481
2009	0	0	0	0	483	1,776	2,444	3,796	1,332	0	0	0	9,831
2010	0	0	0	0	748	930	2,657	2,479	746	0	0	0	7,560
2011	0	0	0	0	818	1,958	4,492	2,190	1,181	23	0	0	10,662
2012	0	0	0	0	604	2,221	3,567	2,325	1,125	98	0	0	9,939
2013	0	0	0	0	163	1,873	3,815	4,435	808	74	0	0	11,168
2014	0	0	0	0	911	2,944	2,412	3,592	194	0	400	0	10,453
2015	0	0	0	0	114	2,249	933	712	323				4,331

LAKES MICHIGAN-HURON WATER LEVELS - OCTOBER 2015



LEGEND

LAKE LEVELS

RECORDED

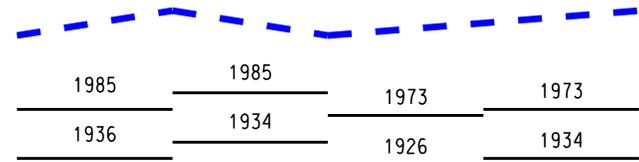
PROJECTED



AVERAGE **

MAXIMUM **

MINIMUM **



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

September 4, 2015

TO: Harbor Commission

FR: Paul VandenBosch

RE: Five Year Capital Improvement Plan

The Five Year Capital Improvement Plan is an attempt to prioritize and schedule future improvements to the South Haven Municipal Marinas, Black River Park Boat Launch and River Maintenance Fund.

The plan includes an August 2015 fund balance, which is the current cash on hand, and the 2014-2015 Net Fund Change or the Budgeted Annual Revenue, which indicates an estimate of annual revenue which might be available for improvements.

In this plan, the estimated cost of projects is the total cost of the project, and does not reflect grant funding. Projects have been recommended for grant application submittal or resubmittal. A Five Year Capital Improvement Plan approved by City Council is a required attachment for submittal of some grants.

The current year projects are what staff proposes to begin work on. This is an aggressive list of projects and not all will be completed by the end of the fiscal year, however upon approval of this plan, staff will proceed with these projects in an attempt to complete as many as possible before the next season begins.

Harbor Commission is asked to review and comment on the Five Year Capital Improvement Plan. If acceptable, the plan should be recommended to City Council.

Five Year Capital Improvement Plan		August 2015 Balance		2014-2015 Net Fund Change		
South Haven Municipal Marina		521,022		154,311		
Marina Fund						
Major Projects	Current Year 2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Southside Carpet and Furnishings	4,000					
Southside Electric Pedestals	10,000	10,000	10,000	10,000	10,000	10,000
Northside Steel Dock Rehab	21,000					
Northside Pavement Repair	50,000					
Maritime Commercial Umbrella	21,000					
Security Cameras (NS, SS, MM, BRP)	75,000					
Maritime Boater Lounge	35,000					
Southside Marina Roof*		100,000 *				
Maritime Dock Rehab*		68,000 *				
Maritime Water Service			12,000			
Northside Floating Dock System				114,000		
Southside Dock Extension Engin.*				100,000 *		
Southside Dinghy Dock*					50,000 *	
Southside Dock Extension Constr.*					300,000 *	
Southside Restroom and Boater Lounge*						750,000 *
Maintenance and Small Projects	25,000	25,000	25,000	25,000	25,000	25,000
Marina Dredging					200,000	
Total	241,000	203,000	47,000	249,000	585,000	785,000

*Recommended Grant Applications

Five Year Capital Improvement Plan Black River Park Boat Launch and Marina Black River Park Fund		August 2015 Balance		2014-2015 Net Fund Change		
		262,754		64,779		
Major Projects	Current Year 2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Skid Pier* (\$12,500 match)	50,000 *					
Signage and Fencing	10,000					
Restroom Renovation* (\$12,500 match)		50,000 *				
Fish Cleaning Station* (\$244,000 match)		488,000 *				
Driveway Improvements* (\$62,500 match)			172,000 *			
Boat Launch Marina Restroom Showers*					300,000 *	
Parking Lot Paving*						400,000 *
Maintenance and Small Projects	10,000	10,000	10,000	10,000	10,000	10,000
Total	70,000	548,000	182,000	10,000	310,000	410,000

*Recommended Grant Projects

Five Year Capital Improvement Plan		August 2015 Balance			Budgeted Annual Revenue	
River Maintenance (Dredging)		84,339			36,880	
River Maintenance Fund						
Major Projects	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	
Turning Basin Dredging		100,000				
Federal Channel Dredging			200,000			
Black River Dredging				200,000		
Permitting and Engineering	20,000	20,000	20,000	20,000	20,000	
Total	20,000	120,000	220,000	220,000	20,000	
River Maintenance Five Year Total	600,000					
Average per Year	120,000					

South Haven Municipal Marina
Grant Applications

Marina Fund	Current 2015	Year 1 2016	Year 2 2017	Year 3 2018	Year 4 2019	Year 5 2020
South Side Renovation and Roof Resubmittal		125,000				
Maritime Dock Rehab		68,000				
Southside Dock Extension Engineering				100,000		
Southside Dinghy Dock				50,000		
Southside Dock Extension Constr.					300,000	
Southside Restroom Expansion and Boater Lounge						750,000
 Black River Park Fund						
	2015	2016	2017	2018	2019	2020
Black River Park Restroom Renovation	50,000					
Black River Park Skid Pier	50,000					
Black River Park Fish Cleaning Station	488,000					
Black River Park Driveway Improvements Resubmittal		172,000				
Boat Launch Marina Restroom Showers				300,000		
Black River Park Parking Lot Paving						400,000

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

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

Black River Park Fund

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

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

October 12, 2015

Mr. Paul Vandebosch, Assistant City Manager
City of South Haven
539 Phoenix Street
South Haven, Michigan 49090

Re: Exterior Improvements for South Side Marina

Dear Mr. Vandebosch,

Our recent inspection of the south side marina week revealed that improvements to the exterior of the facility will be needed to accommodate the potential docking of a large tour boat. Existing exterior lighting mounted on the building, on porch columns and at exterior deck locations is in need of replacement to provide adequate coverage at the dock. New lighting shall be dark-sky compliant to will direct light downward rather than in all directions in order to minimize glare and light pollution. Two additional power pedestals are also needed to facilitate the dockage of a large boat at the edge of the existing decking at the marina facility. The exact power requirement for these pedestals has not yet been verified, but we have confirmed the power needed for these pedestals will have to come from the existing electrical panels inside the building.

Additionally, a gate will have to be created at the existing guardrail in order to facilitate the loading and off-loading of passengers from the tour boat. The present guardrail design does appear to be dimensionally adequate between the posts for a 36" wide gate to be installed.

We have reviewed the existing building construction documents and have determined that it is not cost effective to bring power from the building's electrical room directly to the desired power pedestal locations. The entire building as well as the perimeter porch areas is built on a reinforced concrete slab which is sitting on wood piling. The surface of this concrete slab cannot be removed and/or disturbed in (order to install electrical conduit).

We propose that power for the pedestals be routed through the attic and down to the ground somewhere by the laundry room area. The electrical conduit can be trenched below ground running south of the existing transformer locations and then turning west and running below the existing concrete pavement, located west of the porch reinforced slab. A 4-foot wide concrete strip must be removed along the entire western side of the facility, providing access below ground to the current sea wall at the rear of the wood dock.

Below is our estimate of project costs for these improvements along with proposed architectural services for the project.

Marina Improvements Construction Estimate:

A. Providing power to new pedestals: Routing power from building interior to new pedestal locations including all necessary demolition and restoration work at interior and exterior of building.	\$32,000
B. Replace ten existing pedestals at north pier, match new pedestals	\$25,000
C. Replace exterior lights: Replace all lights mounted on exterior columns or building walls (40+ fixtures), recommendations to be forwarded to City for final selection.	\$12,000
D. New gate at exterior guardrail: Remove existing railing between two vertical posts, install new architecturally compatible locking gate at guardrail.	<u>\$3,000</u>
Total for Items A, B, C, & D	\$72,000
Architectural and engineering fees:	\$7,500
Contingency 10%	<u>\$7,200</u>
Total	\$86,700

Architectural Services Proposal:

Construction Documents and Specifications \$3,900

Abonmarche will produce construction documents and specifications standardly required for permitting and construction for all lighting related work. These plans will be submitted for Plan Review with the Building Inspector and be published to obtain bids.

Please note that for the new gate within the railing, the project is small enough in scope that we do not need to solicit bids in the manner outlined above. We will prepare a sketch and forward it to two or three local steel fabricators asking for them to submit a proposal for our review.

Bidding and Negotiation \$1,500

Abonmarche will assist City of South Haven in obtaining bids and make recommendations toward a contract. We will draft a finalized contract for construction.

For the new gate, we will make recommendations for the Award of Purchase Order for the City to issue for this work.



Construction Administration **\$2,100**

In this phase we will attend progress meetings, be available to answer questions, make periodic site visits, process payment requests from contractor, and will perform a final inspection of all work for the release of final payment.

Proposal Fee Total **\$7,500**

Anticipated Additional Expenses:

Building Department plan review fee (allowance) \$500

If you are in agreement and would like us to proceed with this project, please sign and date at the appropriate space below and return one copy to our office at your earliest convenience. We will be able to start on this work within two weeks of your authorization and anticipate two to four weeks to complete needed documents for the bidding phase of the project thereafter.

We thank you for this opportunity to be of service to the City of South Haven. IF you have any questions, please do not hesitate to contact me at (269) 252-8980 or via e-mail at tmcghee@abonmarche.com

Sincerely,



Tony McGhee
Director of Development Services

Approved: _____

Date: _____



October 12, 2015

Paul Vandenbosch, Harbor Master
City of South Haven
539 Phoenix Street
South Haven, Michigan 49090

RE: Proposal for Professional Services – South Haven Northside Marina

Dear Mr. Vandenbosch:

Abonmarche is pleased to present this proposal for engineering services to address the deteriorating conditions at the eastern portion of the Northside Marina that is impacting the All-Seasons parking lot. The following outlines the scope of work and associated costs to provide detailed plans and specifications for restoring the impacted areas.

The slope under and along the sidewalk adjacent to the All Seasons Marina parking lot is eroding. This deterioration has undermined the curb and gutter structure, which has caused settlement issues along the edge of the asphalt surface. The pavement in this area is sinking and breaking apart and is in need of corrective repair. The following outlines our scope of services to accomplish this work.

Task #1 – Construction Plans & Specifications

\$4,500

We will prepare the necessary detail drawings and specifications necessary to bid the project. As part of this task, we will design a system to minimize future erosion along this area. The plans are expected to consist of a title sheet, existing conditions, detail & notes, a proposed plan/grading sheet, and a soil erosion & sedimentation control plan.

Task #2 – Bidding Services

\$1,500

This task consists of preparing advertisements (cost to advertise not included), addressing questions from contractors, issuing addenda and clarification (if necessary), attending the bid opening, conducting bid tabulation, recommending the award, and assembling the construction contract between the contractor and the city. Also, project specifications will be generated using the latest city issued standard specifications.

Task#3 – Construction Administration

\$2,500

Periodic site visits will be conducted to check progress. Construction inspection and testing will be performed as needed. Additionally, we will conduct a final project inspection and develop a punchlist if any items are found to be out of compliance with the plans and specifications.

Summary of Fees

Task #1 – Construction Plans & Specifications	\$4,500
Task #2 – Bidding Services	\$1,500
Task #3 – Construction Administration	<u>\$2,500</u>
TOTAL	\$8,500

Additional Optional Tasks

The following tasks are not included in the current scope of services but can be provided as additional services upon request.

- Topographic survey
- Landscaping plans

Your signature in the space provided will authorize us to commence with work. Should you have any questions or comments regarding this proposal, please feel free to contact me at our office. If you have any questions, please do not hesitate to contact me at (269) 252-8980 or via email at tmcghee@abonmarche.com

Sincerely,
ABONMARCHE



Tony McGhee
Development Services Director

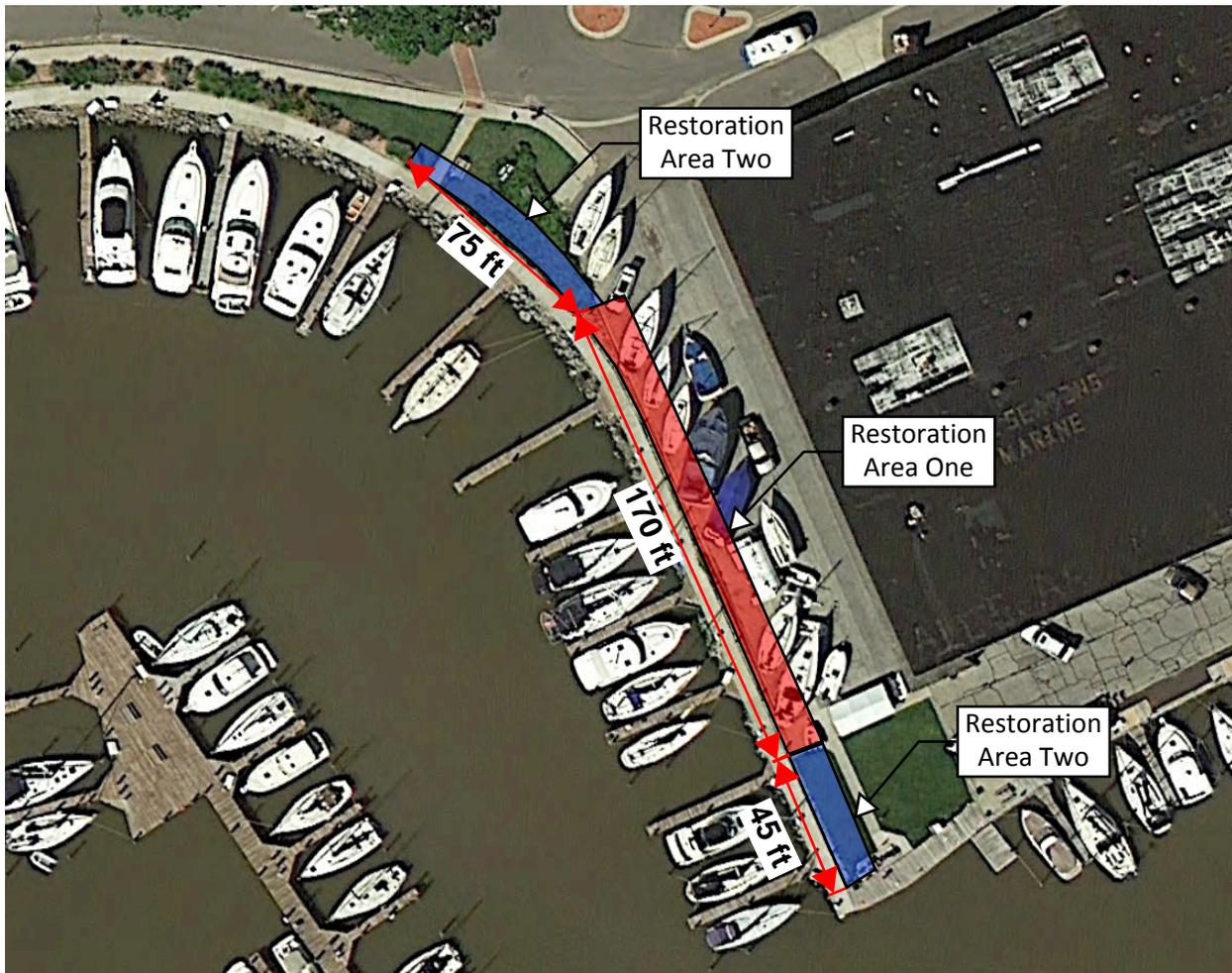
C: Christopher J. Cook, P.E., Abonmarche
Corey Kandow, P.E. Abonmarche

Approved: _____

Date: _____



North Side Marina Repairs



Area 1: Recommended improvements for this section include:

- Remove and replace existing curb and gutter
- Remove and replace 8 feet of HMA pavement
- Restore existing bank slope
- Place geotextile fabric and new rip rap
- Place backfill material to restore grade between back of sidewalk and back of curb

See **Restoration Detail One** for further details.

95 West Main Street
Benton Harbor, MI 49022
269.927.2295

361 First Street
Manistee, MI 49660
231.723.1198

503 Quaker Street
South Haven, MI 49090
269.637.1293

750 Lincoln Way East
South Bend, IN 46601
574.232.8700

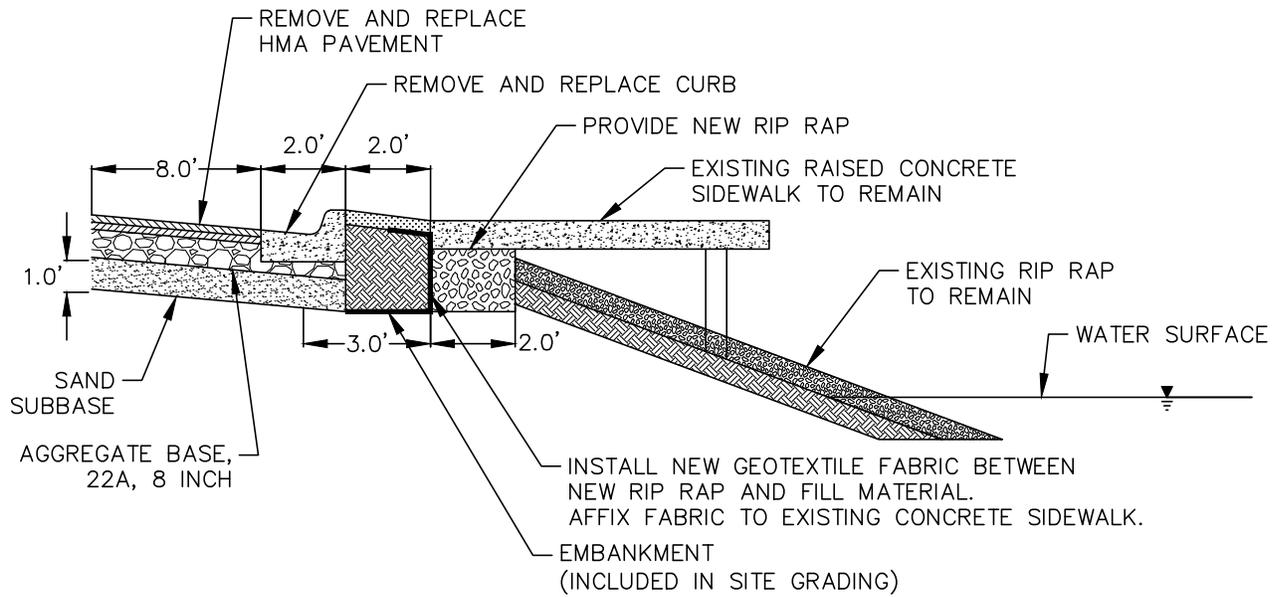
3177 Willowcreek Road
Portage, IN 46368
219.850.4624

Area 2: Recommended improvements for this section include:

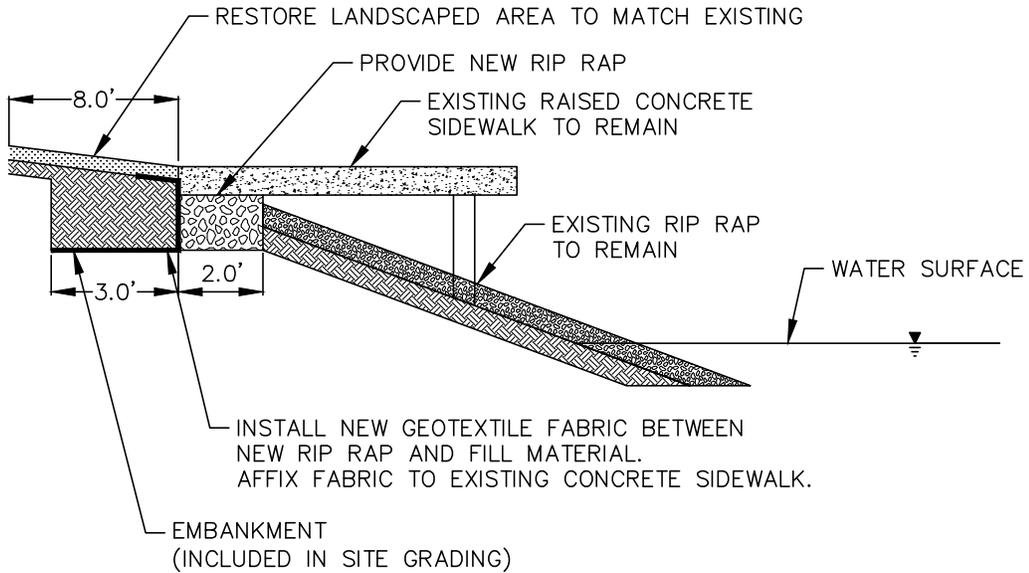
- Restore existing bank slope
- Place geotextile fabric and new rip rap
- Place backfill material to restore grade between back of sidewalk existing surface
- Restore 8 feet of landscaped surface behind the back of existing sidewalk

See **Restoration Detail Two** for further details.





RESTORATION DETAIL ONE



RESTORATION DETAIL TWO



95 West Main Street
 Benton Harbor, MI 49022
 T 269.927.2295
 F 269.927.1017

Manistee, MI
 South Haven, MI
 South Bend, IN
 Portage, IN

Engineering
 Architecture
 Land Surveying
 Marina/Waterfront
 Community Planning
 Landscape Architecture
 Development Services

PREPARED FOR:
CITY OF SOUTH HAVEN
NORTH SIDE MARINA

SCALE: N/A

JOB #: P15-009

SHEET 1 OF 1

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Project Name: North Side Marina Erosion Control (South Haven)

Project Number: P15-009

Prepared by: Sam Jablonowski, EIT

Checked by: TRD/CAK

#	Item	Unit	Quantity	Unit Price	Total
1	Mobilization	LS	1	\$ 4,000.00	\$ 4,000.00
2	HMA Surface Rem	Syd	160	\$ 10.00	\$ 1,600.00
3	Curb and Gutter Rem	Ft	170	\$ 6.00	\$ 1,020.00
4	Site Grading	LS	1	\$ 5,000.00	\$ 5,000.00
5	Silt Fence	Ft	300	\$ 2.50	\$ 750.00
6	Rip Rap, Plain	Cyd	100	\$ 125.00	\$ 12,500.00
7	Subbase	Cyd	65	\$ 12.00	\$ 780.00
8	Aggregate Base, 22A, 8 inch	Syd	200	\$ 8.00	\$ 1,600.00
9	HMA, 13A	Ton	20	\$ 125.00	\$ 2,500.00
10	HMA, 36A	Ton	20	\$ 125.00	\$ 2,500.00
11	Curb & Gutter, Det F4	Ft	170	\$ 20.00	\$ 3,400.00
12	Topsoil Surface, 4 inch	Syd	110	\$ 2.50	\$ 275.00
13	Seed & Fertilizer	Syd	110	\$ 3.50	\$ 385.00
14	Erosion Fabric	Syd	110	\$ 1.75	\$ 192.50
15	Landscape Allowance	LS	1	\$ 2,000.00	\$ 2,000.00
16	Sidewalk, 4 inch	Sft	50	\$ 10.00	\$ 500.00
Construction Subtotal					\$ 39,002.50
Construction Contingency				15%	\$ 5,850.38
Engineering Design				10%	\$ 4,400.00
Project Total Estimate					\$ 49,252.88

October 12, 2015

TO: Harbor Commission

FR: Paul VandenBosch

RE: Marina Contracts

Staff worked with the City Attorney to update the seasonal boater contracts for the municipal marina.

Attached are draft seasonal boater contracts which may be presented to City Council for approval.

We have added a contract to allow boaters to place a boat lift in the slip. This may help us to sell the slips in areas where there is surge (the west end of the Northside Marina). Boaters who place a lift in a seasonal slip may leave the lift in place over the winter if they pay the slip fee in full by October 15. There is no additional fee to place a lift, the boater would pay the normal slip fee.

Harbor Commission is requested to review, and recommend the contracts for approval by the City Council.

MARINA SLIP AGREEMENT

This License Agreement is made as of _____, 2015, between the City of South Haven, a Michigan municipal corporation, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090 (the “City”), and _____, whose address is _____ (the “Slip Holder”).

RECITALS

- A. The City owns and operates the South Haven Municipal Marina (the “Marina”).
- B. The Slip Holder wishes to use the marina slip to dock its vessel for personal recreational use.
- C. The City wishes to accommodate the Slip Holder’s request in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

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

1. License. The City grants the Slip Holder a non-exclusive license to use the marina slip designated on the South Haven Municipal Marina Seasonal Permit Agreement Information Form, which is attached as **Exhibit A** and incorporated by reference (the “Marina Slip”), to dock the Slip Holder’s vessel (as described on Exhibit A, the “Vessel”) for its own personal recreational use, subject to the terms and conditions of this Agreement and for no other purpose or use.
2. License Fee and Deposit. The Slip Holder shall pay to the City a Marina Seasonal Slip Fee of \$_____ as set forth in this Paragraph. The Slip Holder shall pay the City a deposit in the amount of \$200 no later than November 15 of the year preceding the Seasonal Use Period (as defined below). If the Slip Holder fails to pay the deposit by November 15, this Agreement is terminated. The Slip Holder shall then pay to the City the balance of the Marina Seasonal Slip Fee no later than February 15 preceding the Seasonal Use Period. If the Slip Holder has not paid the remainder of the balance by February 15, a \$50 late fee shall be added to the Marina Seasonal Slip Fee. If the balance and late fee are not paid in full by March 15, the deposit shall be forfeited and the Agreement is terminated.
3. Term.
 - a. Unless terminated earlier as provided in this Agreement, this Agreement shall commence on the date this Agreement is executed and shall remain in effect until October 15, 201_.
 - b. The Slip Holder shall be permitted to use the Marina Slip from April 15 until October 15 (the “Seasonal Use Period”). The Slip Holder shall not occupy the slip prior to April 15 or after October 15.
 - c. The license may be suspended or terminated immediately by the City Manager, upon the City’s reasonable belief that the Slip Holder has breached the terms of this Agreement. If the license is suspended or terminated as a result of the Slip Holder’s breach of this Agreement, the Slip Holder shall not be entitled to a refund.
 - d. This license is terminable at the will of the City Council. However, prior to terminating that license, the City shall first give the Slip Holder 14 days’ written notice if

such termination is without cause, the City shall refund any unused portion of the Marina Seasonal Slip Fee on a prorated basis, provided the Slip Holder removes the Vessel, all auxiliary craft, and any modifications as required by the notice. If the termination is with cause as a result of the Slip Holder's violation of this Agreement, or the Slip Holder fails to remove the Vessel, all auxiliary craft, or any modifications, the Slip Holder shall not be entitled to any refund or notice.

e. The Slip Holder may terminate this Agreement for any reason by providing 30 days' written notice to the City. If the termination is prior to the start of the Seasonal Use Period, the City shall retain the \$200 deposit and shall refund the remainder of the Marina Seasonal Slip Fee, provided the Slip Holder has not otherwise violated this Agreement. If the Slip Holder terminates before June 1, the City shall refund 50% of the Marina Seasonal Slip Fee, provided the Slip Holder has not otherwise violated this Agreement. If the Slip Holder terminates on or after June 1, the Slip Holder shall not be entitled to any refund.

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

5. Non-exclusive License. The license is not exclusive to the Slip Holder. The City may provide other licenses for use at its marinas.

6. Requirements of Slip Holder. The license is subject to the following terms and conditions:

a. The license is granted to the Slip Holder only, and only for the Vessel as described on Exhibit A and may not be assigned to any other person, entity, or to be used by any other vessel. The Slip Holder shall promptly report any changes in ownership of the Vessel to the City in writing. Upon a change in ownership of the Vessel, the City may, in its sole discretion, terminate this Agreement, or consent to a transfer of this license to the new owner(s).

b. All modifications to the dock associated with the Marina Slip require advance written approval from the City Manager, which for the purposes of this Agreement shall include his or her designee. Modifications include but are not limited to installation of satellite dishes and ladders. All approved modifications to the dock shall be at the Slip Holder's sole expense. The City shall have the right to inspect any modification prior to its use and the Slip Holder shall not begin use of the modification until the City has provided its written approval following an inspection. The Slip Holder shall ensure that all contractors used for the installation of the modification have commercially appropriate liability insurance, covering any injuries and property damage occurring during installation. The Slip Holder shall be solely responsible for all maintenance and repair of all approved modification(s) and shall keep the same in good working order.

c. The Slip Holder's use of the Marina Slip shall be for personal recreational use only. Any commercial use of the Marina Slip is a violation of this Agreement and shall result in automatic termination of this Agreement. No other use is permitted by the license.

d. The Slip Holder may keep its Vessel docked at the Marina Slip during the Seasonal Use Period, however, the Slip Holder understands and acknowledges that, from time to time, the City may require that the Vessel be relocated from the Marina, at no cost to the City, to accommodate special events, or if inclement weather requires. If another event is scheduled that requires the Slip Holder to remove its Vessel, the City shall notify the Slip

Holder in writing at least 60 days in advance. If the Slip Holder is required to relocate its Vessel at the request of the City to accommodate a special event, the Slip Holder shall have the option to relocate its Vessel to another City owned slip at no cost to the Slip Holder, provided a slip is available. The parties acknowledge that during certain special events, there may not be an alternate available City slip, in which case the Slip Holder will be required to relocate its Vessel elsewhere at no cost to the City.

e. Dinghies, jet skis, kayaks, or other auxiliary craft of a size suitable to be carried on board the Vessel, may be stored in water at the Marina Slip with the Vessel, provided the auxiliary craft is registered to the Slip Holder, the storage of the same does not cause the Vessel or the auxiliary craft to extend beyond the limits of the assigned Marina Slip, and provided the auxiliary craft is removed from the Marina Slip when the Vessel is removed from the Marina Slip for a period of 48 hours or more.

f. The Slip Holder shall notify the City when the Vessel is removed from the Marina Slip for a period of 48 hours or more. The Slip Holder shall notify the Marina staff at (269) 637-3171 or (269/637-3523 for Black River Park) of the Slip Holder's planned departure and return times and dates.

g. Minor marine repair work may be performed on the Vessel while located in the Marina Slip. The performance of major repair work shall be prohibited in the Marina Slip. The Marina staff has sole discretion to determine what repairs are considered minor or major.

h. The Slip Holder shall ensure that its use of the Marina Slip complies at all times with applicable local, state and federal laws, rules, regulations, ordinances, orders, permits, and licenses.

7. Restoration of the Marina Slip. At the expiration or termination of this Agreement the Slip Holder shall return the Marina Slip to the condition it was in prior to the effective date of this Agreement, at no cost to the City. The Slip Holder shall also remove the Vessel, all auxiliary craft, and any modifications to the dock at the request of the City, at no cost to the City, no later than October 15. If the Slip Holder fails to restore the Marina Slip to its original condition, fails to remove its Vessel or all auxiliary craft, or fails to remove any modifications at the request of the City, the City may do so, and assess the costs to the Slip Holder. Vessels or auxiliary craft left in the Marina from October 16 through October 31 shall be charged the transient rate. Vessels or auxiliary craft left in the Marina after November 1 shall be charged 2 times the transient rate.

8. Marina Staffing. The City shall staff the Marina and provide utilities from April 15 to October 15.

9. Transient Rental. To maximize public utilization of the South Haven Municipal Marina, the City reserves the right to rent the Marina Slip to transient users whenever the Vessel vacates the Marina Slip for 48 hours or more. If the Vessel vacates the slip for 48 hours or more, and has failed to notify the City of the same, the City has the right to rent the Slip on a transient basis. Under such circumstance, the transient user will not be required to vacate the Marina Slip until the period agreed upon for the transient rental has expired.

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

11. Registration and Insurance. Prior its use of the Marina Slip, the Slip Holder shall deliver to the City a copy the Registration for the Vessel and any applicable registrations for auxiliary craft(s) showing the Slip Holder as the registered owner, and a copy of a Certificate of Insurance for a marine insurance policy, including hull coverage and protection and indemnity liability coverage identifying the Slip Holder as the insured, the Vessel and all auxiliary craft as the covered vessels, and the City as an additional insured.

12. Possessory Lien. The City shall have a possessory lien upon the boat, auxiliary craft, and all related equipment for any amounts owed by Slip Holder to the City arising under this Agreement or otherwise.

13. Emergency. In the event of an emergency, the City shall have the right (but not the obligation) to board and, if appropriate, move the Vessel. In such event, Slip Holder shall pay, at local prevailing rates, all costs for the service rendered and incurred by the City on the Slip Holder’s behalf. The Slip Holder shall defend, indemnify and hold the City harmless from any and all liability, injury, loss, or damage caused by or resulting from an emergency situation.

14. Assignment or Use by Others Prohibited. The Slip Holder 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 Lift for any purpose without the City’s prior written consent.

15. Miscellaneous.

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

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

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

CITY OF SOUTH HAVEN

SLIP HOLDER

By: _____
City Manager (or Designee)

By: _____

Date Signed: _____, 2015

Date Signed: _____, 2015

EXHIBIT A

SOUTH HAVEN MUNICIPAL MARINA

SEASONAL SLIP PERMIT AGREEMENT INFORMATION FORM

GRAPIDS 57671-1 380490v1

MARINA SLIP AGREEMENT WITH BOAT LIFT

This License Agreement is made as of _____, 2015, between the City of South Haven, a Michigan municipal corporation, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090 (the “City”), and _____, whose address is _____ (the “Slip Holder”).

RECITALS

- A. The City owns and operates the South Haven Municipal Marina (the “Marina”).
- B. The Slip Holder wishes to install and operate a boat lift for Slip Holder’s personal recreational use of a marina slip rented from the City by the Slip Holder.
- C. The City wishes to accommodate the Slip Holder’s request in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

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

1. License. The City grants the Slip Holder a non-exclusive license to use the marina slip designated on the South Haven Municipal Marina Seasonal Permit Agreement Information Form, which is attached and incorporated as **Exhibit A** (the “Marina Slip”) to dock the Slip Holder’s vessel (as described on Exhibit A, the “Vessel”), and to install and operate a boat lift (the “Lift”) in the Marina Slip for the Slip Holder’s own personal recreational use of the Marina Slip, subject to the terms and conditions of this Agreement and for no other purpose or use.
2. License Fee. The Slip Holder shall pay to the City a Marina Seasonal Slip Fee of \$ _____ as set forth in this Paragraph. The Slip Holder shall pay the City a deposit in the amount of \$200 no later than November 15 of the year preceding the Seasonal Use Period (as defined below). If the Slip Holder fails to pay the deposit by November 15, this Agreement is terminated. The Slip Holder shall then pay to the City the balance of the Marina Seasonal Slip Fee no later than February 15 preceding the Seasonal Use Period. If the Slip Holder has not paid the remainder of the balance by February 15, a \$50 late fee shall be added to the Marina Seasonal Slip Fee. If the balance and late fee are not paid in full by March 15, the deposit shall be forfeited and the Agreement is terminated.
3. Term.
 - a. Unless terminated earlier as provided in this Agreement, this Agreement shall commence on the date this Agreement is executed and shall remain in effect until October 15, 201_. The parties may renew this Agreement for successive 1 year term(s) by written agreement, provided such renewal occurs on or before, and the \$200 deposit is paid on or before, October 15 of each year for the following Seasonal Use Period (as defined below). Upon renewal, the Slip Holder shall pay the remainder of the balance in accordance with the schedule set forth in Paragraph 2. If so renewed by October 15, the Slip Holder may store the lift in the Marina Slip outside of the Seasonal Use Period, however the City reserves the right to require the Slip Holder to remove the Lift. The Slip Holder is solely

responsible for any damage to the Lift or City property that results from the Slip Holder storing the Lift in the Marina Slip outside of the Seasonal Use Period.

b. During each term of this Agreement, the Slip Holder shall be permitted to use the Lift and the Marina Slip from on April 15 until October 15 (the “Seasonal Use Period”).

c. The license may be suspended or terminated immediately by the City Manager, upon the City’s reasonable belief that the Slip Holder has breached the terms of this Agreement. If the license is suspended or terminated as a result of the Slip Holder’s breach of this Agreement, the Slip Holder shall not be entitled to a refund.

d. This license is terminable at the will of the City Council. However, prior to terminating that license, the City shall first give the Slip Holder 14 days’ written notice if such termination is without cause, the City shall refund any unused portion of the Marina Seasonal Slip Fee on a prorated basis, provided the Slip Holder removes the Lift, the Vessel, all auxiliary craft, and any modifications as required by the notice. If the termination is with cause as a result of the Slip Holder’s violation of this Agreement, or the Slip Holder fails to remove the Lift, the Vessel, all auxiliary craft, or any modifications, the Slip Holder shall not be entitled to any refund or notice.

e. The Slip Holder may terminate this Agreement for any reason by providing 30 days’ written notice to the City. If the termination is prior to the start of the Seasonal Use Period, the City shall retain the \$200 deposit and shall refund the remainder of the Marina Seasonal Slip Fee, provided the Slip Holder has not otherwise violated this Agreement. If the Slip Holder terminates before June 1, the City shall refund 50% of the Marina Seasonal Slip Fee, provided the Slip Holder has not otherwise violated this Agreement. If the Slip Holder terminates on or after June 1, the Slip Holder shall not be entitled to any refund.

4. Property Rights. This Agreement grants only a license to use and does not grant or convey to the Slip Holder any rights, title, or interest in the Marina Slip. The City retains all property rights in the Marina Slip. Except as otherwise provided by this Agreement, no modifications, improvements, or additions shall be made by the Slip Holder to Lift or the Marina Slip without the City’s prior written consent.

5. Restoration of the Marina Slip. At the expiration or termination of this Agreement the Slip Holder shall return the Marina Slip to the condition it was in prior to the effective date of this Agreement, at no cost to the City. The Slip Holder shall also remove the Lift, the Vessel, all auxiliary craft, and any modifications to the dock at no cost to the City no later than October 15. If the Slip Holder fails to restore the Marina Slip to its original condition, fails to remove the Lift, its Vessel, all auxiliary craft, or fails to remove any modifications, the City may do so, and assess the costs to the Slip Holder. Lift(s), vessels, or auxiliary craft left in the Marina from October 16 through October 31 shall be charged the transient rate. Lift(s), vessels, or auxiliary craft left in the Marina after November 1 shall be charged 2 times the transient rate. The City may, in its sole discretion, allow the Slip Holder to keep the Lift in the Marina Slip upon renewal of this Agreement, however, the City reserves the right to request that the Lift be removed from the Marina Slip after any Seasonal Use Period, even upon renewal of this Agreement.

6. Non-exclusive License. The license is not exclusive to the Slip Holder. The City may license other lift(s) at its marinas and allow the use of other marina slips.

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

- a. The license is granted to the Slip Holder only, and only for the Vessel as described on Exhibit A and may not be assigned to any other person, entity, or to be used by any other vessel. The Slip Holder shall promptly report any changes in ownership of the Vessel to the City in writing. Upon a change in ownership of the Vessel, the City may, in its sole discretion, terminate this Agreement, or consent to a transfer of this license to the new owner(s).
- b. The Slip Holder's use of the Lift and Marina Slip shall be for personal recreational use only. The Slip Holder shall install and maintain a lock on the lift to ensure that only the Slip Holder can operate the Lift. No other use is permitted by the license. Any commercial use of the Lift or Marina Slip is a violation of this Agreement and shall result in automatic termination of this Agreement. No other use is permitted by the license.
- c. The Slip Holder shall install the Lift at the Marina Slip at its sole expense. Prior to commencing installation of the Lift, the Slip Holder shall present plans, a detailed description of the type of proposed Lift and specifications, and a timeline for completion of the Lift to the City for the City's reasonable review and approval. The plans and specifications shall comply with applicable City standards. The Slip Holder shall also be responsible for obtaining any necessary permits for the installation of the Lift. Upon the City's written approval of the plans, specifications, and timeline, the Slip Holder, without cost to the City, shall cause the Lift to be installed in accordance with the plans and specifications and within the approved timeline. The City shall have the right to inspect the Lift prior to its use and the Slip Holder shall not begin use of the Lift until the City has provided its written approval following an inspection. The Slip Holder shall ensure that all contractors used for the installation of the Lift have commercially appropriate liability insurance, covering any injuries and property damage occurring during installation. The Slip Holder shall be solely responsible for all maintenance and repair of the Lift and shall keep the Lift in good working order.
- d. All modifications to the dock associated with the Marina Slip require advance written approval from the City Manager, which for the purposes of this Agreement shall include his or her designee. Modifications include but are not limited to installation of satellite dishes and ladders. All approved modifications to the dock shall be at the Slip Holder's sole expense. The City shall have the right to inspect any modification prior to its use and the Slip Holder shall not begin use of the modification until the City has provided its written approval following an inspection. The Slip Holder shall ensure that all contractors used for the installation of the modification have commercially appropriate liability insurance, covering any injuries and property damage occurring during installation. The Slip Holder shall be solely responsible for all maintenance and repair of all approved modification(s) and shall keep the same in good working order.
- e. Dinghies, jet skis, kayaks, or other auxiliary craft of a size suitable to be carried on board the Vessel, may be stored in water at the Marina Slip with the Vessel, provided the auxiliary craft is registered to the Slip Holder and the storage of the same does not cause the Vessel or the auxiliary craft to extend beyond the limits of the assigned Marina Slip.
- f. Minor marine repair work may be performed on the Vessel while located in the Marina Slip. The performance of major repair work shall be prohibited in the Marina Slip. The Marina staff has sole discretion to determine what repairs are considered minor or major.

- g. The Slip Holder shall ensure that its use of the Lift and Marina Slip complies at all times with applicable local, state and federal laws, rules, regulations, ordinances, orders, permits, and licenses.
8. Indemnification. The City shall not be responsible for any loss, damage or injury from the Slip Holder's operation of the Lift or its use of the Marina Slip under this Agreement. The Slip Holder shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demands, claims or causes of action arising from the Slip Holder's operation of the Lift or its use of the Marina Slip under this Agreement.
9. Registration and Insurance. Prior its use of the Lift or Marina Slip, the Slip Holder shall deliver to the City a copy the Registration for the Vessel and any applicable registrations for auxiliary craft(s) showing the Slip Holder as the registered owner, and a copy of a Certificate of Insurance for a marine insurance policy, including hull coverage and protection and indemnity liability coverage identifying the Slip Holder as the insured, the Vessel and all auxiliary craft as the covered vessels, and the City as an additional insured. Throughout the term of this Agreement, or any renewals thereof, the Slip Holder shall also obtain and maintain commercial general liability insurance with limits of not less than \$_____ dollars per occurrence and \$_____ dollars in the aggregate. All policies shall name the City (including its officers and employees) as an additional insured and certificate holder and the Slip Holder shall obtain any requisite endorsements. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified, except after 30 days prior written notice to the City, shall be provided to the City upon the City's request.
10. Marina Staffing. The City shall staff the Marina and provide utilities from April 15 to October 15.
11. Possessory Lien. The City shall have a possessory lien upon the boat, auxiliary craft, and all related equipment for any amounts owed by Slip Holder to the City arising under this Agreement or otherwise.
12. Emergency. In the event of an emergency, the City shall have the right (but not the obligation) to board and, if appropriate, move the Vessel or the Lift. In such event, Slip Holder shall pay, at local prevailing rates, all costs for the service rendered and incurred by the City on the Slip Holder's behalf. The Slip Holder shall defend, indemnify and hold the City harmless from any and all liability, injury, loss, or damage caused by or resulting from an emergency situation.
13. Assignment or Use by Others Prohibited. The Slip Holder 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 Lift for any purpose without the City's prior written consent.
14. Miscellaneous.
- a. This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. This Agreement shall be construed as though it was mutually drafted.

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

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

CITY OF SOUTH HAVEN

SLIP HOLDER

By: _____
City Manager (or Designee)

By: _____

Date Signed: _____, 2015

Date Signed: _____, 2015

EXHIBIT A

**SOUTH HAVEN MUNICIPAL MARINA SEASONAL PERMIT AGREEMENT
INFORMATIONAL FORM**

GRAPIDS 57671-1 380497v1

CITY COUNCIL
CITY OF SOUTH HAVEN

Council Member _____, supported by Council Member _____, moved adoption of the following resolution:

Resolution No. _____

A RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN MARINA SLIP AGREEMENTS AND MARINA SLIP AGREEMENT(S) WITH BOAT LIFT(S)

Whereas, the City owns and operates the South Haven Municipal Marina(s).

Whereas, individuals desire to rent marina slips at the South Haven Municipal Marina(s) for personal recreational use.

Whereas, a portion of the individuals desiring to rent marina slips also desire to install a boat lift for personal recreational use.

Whereas, the City desires to permit the rental of marina slips and installation of boat lift(s) in accordance with the terms and conditions set forth in the attached **Exhibit A** (the "Marina Slip Agreement") and Exhibit B (the "Marina Slip Agreement with Boat Lift").

Now, it is therefore resolved that:

1. The City approves the Marina Slip Agreement and Marina Slip Agreement with Boat Lift in the form attached.
2. The City Manager, or his or her designee, is authorized and directed to sign Marina Slip Agreement(s) and Marina Slip Agreement(s) with Boat Lift(s).
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: Council Members _____

NAYS: Council Members _____

ABSENT: Council Members _____

ABSTAIN: Council Members _____

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, at a regular meeting held on June ____, 2015.

Amanda Morgan, Clerk

Exhibit A
Marina Slip Agreement

Exhibit B
Marina Slip Agreement with Boat Lift

GRAPIDS 57671-1 382542v1



The City of South Haven

SOUTH HAVEN MUNICIPAL MARINA SEASONAL SLIP PERMIT AGREEMENT

City of South Haven

City Hall – 539 Phoenix Street – South Haven, MI 49090-1499

Telephone (269) 637-3171

JMarple@South-Haven.com

Marina: _____ Slip Number: _____

Boat Owner(s) Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Permittee's Driver's License No. _____ State _____

Permittee's Driver's License No. _____ State _____

Home Phone: _____ Work: _____ Fax: _____

Cell: _____ E-mail: _____

Cell: _____ E-mail: _____

Boat Name: _____ Manufacturer: _____ Year: _____

Total Overall Length: _____ (Including swim platform and bow pulpit) Beam: _____ Draft: _____

Power _____ Sail _____ Gas _____ Diesel _____ Will you also have a dinghy at your dock: _____ Jet Ski: _____

Registration No. _____ State _____ Documented? YES / NO _____

Total Fee: _____

Deposit: _____

Late Fee: _____

Ladder First Year: (\$100) _____ Any Year Thereafter: (\$20) _____

Please check which one applies if you're interested in the city providing a ladder for your slip.

Ladders are provided based on availability.