

Harbor Commission

Regular Meeting Agenda

**Tuesday, June 18, 2013
5:30 p.m., City Hall Council Chambers
South Haven City Hall**



City of South Haven

1. Call to Order

Roll Call: Chairman Jeff Arnold, Vice-Chairman Mary Stephens, Fred Jeffers, Cathy Pyle, Alan Silverman, Daniel Strong, Greg Sullivan.

2. Approval of Agenda

3. Approval of Minutes: May 21, 2013 Regular Meeting

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

5. Marina Reports

6. Adventure Water Sports Boat Rental License Agreement

7. Black River Park Fish Cleaning Station

8. General Comments

Member and Staff Comments

Adjourn

RESPECTFULLY SUBMITTED,
Paul VandenBosch
Secretary, Harbor Commission

Harbor Commission

Regular Meeting Minutes

Tuesday, May 21, 2013
5:30 p.m., City Hall Council Chambers
South Haven City Hall



City of South Haven

1. Call to Order by Co-Chair Stephens at 5:30 p.m.

Roll Call:

Present: Jeffers, Pyle, Reineck, Stephens, Strong, Sullivan, Arnold (arrived 5:38 p.m.)
Absent: Silverman (excused)

2. Approval of Agenda

Motion by Strong, second by Jeffers to approve the agenda as presented.

All in favor. Motion carried.

Chairman Arnold took his place as Chair.

3. Approval of Minutes: April 16, 2013 Regular Meeting April 16, 2013 Workshop Meeting

Motion by Stephens, second by Sullivan to approve the April 16, 2013 Regular Meeting minutes and the April 16, 2013 Workshop Meeting minutes. with the following correction noted to the Regular Meeting minutes:

- Page 3, 3rd paragraph from the bottom, replace *Maritime Museum* with *Museum Marina*

All in favor. Motion carried.

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

Tom Morey, 290 Oak Street. Black River Boat Club. Spoke about the issue boaters are having in the aftermath of the storms with logs and debris coming down the river and asked

whether, “Under the Black River Friends River Maintenance charter, this being a safety issue, if we get a rope on the logs and tie them off, isn’t it the city’s responsibility to remove them?” VandenBosch stated that if logs are in a private marina area, the private marina members are responsible. If logs are in the river itself, the city is responsible to remove them

VandenBosch suggested that logs be towed to the Black River boat launch and tied up below the launch in a shallow area until city crews can remove them. VandenBosch noted that if someone tows a log to the Black River launch site, let Norm Padnos or VandenBosch know.

Steve Eberhard. From the same marina as Morey. Expressed displeasure with the amount of dirt and sand blowing from the J & B dredging site across from where his boat is moored. VandenBosch will let Barney know in a letter or in person that there is a problem with sand blowing across the river.

The board discussed dredging, dredge spoils and getting dredge permits.

5. Marina Reports

VandenBosch gave an overview of the Marina Reports, noting that there are two more months before the end of the fiscal year.

6. Nichols Landing Dock Extension Request

VandenBosch noted that this item was adjourned to this meeting with a request for more information from staff. VandenBosch stated that he read every place he could find in minutes regarding harbor lines. The key is the Army Corps harbor line is based on a 195’ channel width by the All Seasons and Yacht Club line. The city project lines require a 175’ channel width. So the conclusion, according to VandenBosch, is that the city harbor lines are further out in the river than the Army Corps’ lines. VandenBosch noted that the city project line which ran through the Idler on the drawing we had last month indicates that the adjacent dock could be extended out to that project line, as requested.

VandenBosch did let Brian Lewis (applicant for the dock extension) know the results of his research; that discussion of city harbor lines would be on the agenda tonight and what information was included in the agenda for this meeting. No action is really necessary at this time but VandenBosch advised the board that they could make a clarification in the form of a motion or do nothing. VandenBosch noted that the city project line decision was made in 1989.

Strong asked if boats could still be docked on the outside of that line, to which VandenBosch responded yes. VandenBosch noted that the city project line determines how far you can build out a project extension. Sullivan asked if anyone could tie up a boat anywhere. VandenBosch said the only limitation he knows is that moored boats are not permitted to block navigation on the river.

VandenBosch noted that in the past the Department of Natural Resources (DNR) used to issue a Marina Operating Permit but that requirement was dropped 4 or 5 years ago. VandenBosch noted that some of us might remember the former harbormaster regulating mooring of boats; that was under the Marina Operating Permit.

7. North Side Marina Report

VandenBosch noted that the facility is ready for boaters and is a very nice facility so we should have some happy boaters. Arnold noted that there will be a ribbon cutting Friday, May 24th at 11:00 a. m.

8. Bascule Bridge Improvements

VandenBosch noted that he provided quite a bit of information in the agenda about the bridge and the work that will be done. VandenBosch stated, "This board has been concerned in the past with reliability, maintenance, and lighting of the bridge."

There is a very interesting economic impact study on page. 57 of the agenda packet, which was used to get the grant for the bridge, VandenBosch noted, and pointed out page 67 which has a lighting diagram depicting the red and green lights which were proposed to put on the bridge.

Strong thinks the lights would be an improvement; "the biggest problem with our bridge is coming from the lake, there is a corner before the bridge so the lights will have to be situated so they can be seen." Strong noted that maritime rules state the downriver boats have the right-of-way except commercial vessels, which we do not have.

Pyle asked if there is an opportunity for there to be a light near the clock so people don't hammer down to try to beat the bridge closing. VandenBosch is not sure how the yellow light is going to be used; currently there is a bell and you can hear the gates opening. VandenBosch is not sure he would recommend another light. Pyle noted that signage on that corner might be helpful. Reineck commented that out of town people may not know what the lights mean but a sign would be instructive.

Pyle asked when the bridge project is going to start to which VandenBosch responded that he thinks October and it will be a lengthy project. If work begins before that, VandenBosch noted that it will not be the lifting mechanism. Sullivan noted the Coast Guard requires the bridge to be open from May 1 to Oct. 15.

9. Dredging Update

North Side and South Side Dredging Dunkley Spoil Site Restrictive Covenant

Black River Dredging Project

VandenBosch noted the big item was approved at City Council last night but at least we are getting the dredging done. The change order, instead of bidding out the upper river part, was bid out as a change order. According to VandenBosch, the total amount, \$490,000, is a very good price and the city was able to get a grant so will be able to dredge without a special assessment.

VandenBosch pointed out the graphs for how deep the dredging will be, and other information included in the agenda packet. VandenBosch noted that the North Marina will be completed sometime this week; it is a huge part of the project.

VandenBosch put together a memo requesting a budget amendment. VandenBosch included a funding source (Michigan Department of Natural Resources - MDNR Waterways Fund) for our grant; \$150,000 from Municipal Marina Fund and the balance from the River Maintenance Fund. That budget amendment was approved at City Council last night. The budget pages begin on page 90; the state dredging grant is listed as a revenue source, and they took out dollars for unbudgeted dredging cost. VandenBosch reviewed the River Maintenance Fund current year projected budget. Looking at next year's budget, which starts in July, the intention is to build up that reserve.

VandenBosch pointed out that the engineering costs are not included in this budget and much of that revenue is coming from the Marina Fund; we have not tallied up the engineering costs that are associated with this. Stephens asked what the engineering costs were for. VandenBosch noted they were for permitting, putting the bid documents together, and doing the before and after soundings; the dredging contractor is paid based on those soundings.

Sullivan asked if we have an idea of the amount to be spent on engineering. VandenBosch stated we have expended some of that; it is hard to know when to start and when to stop. We have already done the Museum Marina dredging. \$40,000 to \$50,000 is a good ballpark for engineering. Sullivan asked if that gets split between various funds to which VandenBosch responded, "Yes, it does," but is not sure of the exact split or which funds it is actually taken from.

Stephens asked about the estimate we did previously. VandenBosch said when the Army Corps decided they would do some of the dredging, the state took some of that away from us, and we got a grant, so we came out ahead.

VandenBosch noted the dredging is going slower than we or the dredgers had expected. The dredgers have completed about 1/3 of the contract. After north side marina, they will do Friends Good Will and the turning basin, and then move on. VandenBosch noted that the contractor has the right to do the dredging in the way that will cost him least, and he is helping us by following our calendar. The dredgers were going to start much earlier, but the

city held them up but waiting until there was authorization from the state. The completion date, which VandenBosch believes was April 14, is no more. We just hope the dredger continues to work and make progress; he may be doing private marinas on the way, too. The main channel, the river, is clean, and will be pumped out as beach replenishment. That is part of the change order. Strong asked if the pipe for the beach replenishment material would be sunken, noting that some boats have hit it, including the Lindy Lou. VandenBosch noted that the pipe is in the deepest part of the river, so a deep draft boat that is trying to avoid the pipe will be in shallow water; the dredger is placing extra buoys where the pipe is shallow.

10. General Comments

VandenBosch: Next month the Harbor Commission will be receiving comments from the public for the Black River Park fish cleaning station. After that we will focus in more on the fish cleaning station; trying to find a location for the fish cleaning station that will work.

VandenBosch: Talked to the fire chief about the fire boat; the city has a dock available in two places, wherever they prefer. The boat does require a lift and cover so if there is an interest, the fire department is looking for a way to fund that. This board has stated a desire for the boat to be in the water a number of times, so there is an opportunity there.

VandenBosch: The fish cleaning station; the electrician looked at it and new blades were ordered and the engine will be rebuilt. Late the night of Memorial Day, we will remove that grinder and take it to be rebuilt. Hoping to have it back in place by Thursday May 30. We hope the rebuilt motor and new blades will be an improvement.

Member and Staff Comments

Reineck: There is also a fish cleaning station at the north side marina; the motor is weak and it doesn't do the job. VandenBosch stated he hopes to fix it for the rest of the season; the plan is to write a grant and it may take two or three years.

Pyle: Will the fish cleaning station be locked up with a code this year again? VandenBosch suggested asking Norm Padnos.
Heard a lot of comments about the weeds in the parking lot. VandenBosch said we are contracting with DeBest to put some weed killer down, should happen by Friday.

The South side – fish tournament complaints that with the lack of staff, the bathrooms were not kept up, mainly during the weigh-ins. Marple said he will take the fall for it; he didn't realize it would be that big.

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Harbor Commission
Regular Meeting Minutes
draft

Asked about the bags the spoils are being put in. Jeffers and Strong noted it is an interesting process; saw people beating the bags with large sticks. VandenBosch noted they cut the bags open, use a bulldozer to smooth it out and put the fabric back down.

Adjourn

Motion by Strong, second by Stephens to adjourn at 6:38 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Marina Fund Revenue

Marina Fund Revenue
As of May 31, 2013

Fiscal Year Ending in	Revenue	Operational	Net		
Seasonal	Transient	Total	Expense	Revenue	
2002	234,236	161,984	396,220	369,081	27,139
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	362,768	76,767	439,534	411,309	28,225

NOTES ON OPERATIONAL EXPENSES:

Operational Expense does not include depreciation of approximately \$88,000 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 \$25,627 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	29476	169,790	80,125	37555	<u>28,362</u>								345,308

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	2466	<u>3,689</u>								10,363

Black River Park Revenues

Black River Park Revenue
As of May 31, 2013

BOAT LAUNCHING & PARKING REVENUE DOES NOT INCLUDE ALL OF THE COLLECTIONS FOR THE ENTIRE MONTH.
THE MONTH'S TOTAL WILL BE INCREASED WHEN THE INFORMATION IS AVAILABLE FOR THE BALANCE OF MAY.

Fiscal Year Ending	Seasonal Dock	Transient Dock	Boat Launch & Parking fees	Seasonal Launch Permit	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	69,705	7,277	39,757	7,730	124,469	91,716	32,753

Note: Operational Expense does not include depreciation of approximately \$46,000 per year.
Operational Expenses do not include large construction expenses.

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	1,739								2,523

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								6,800

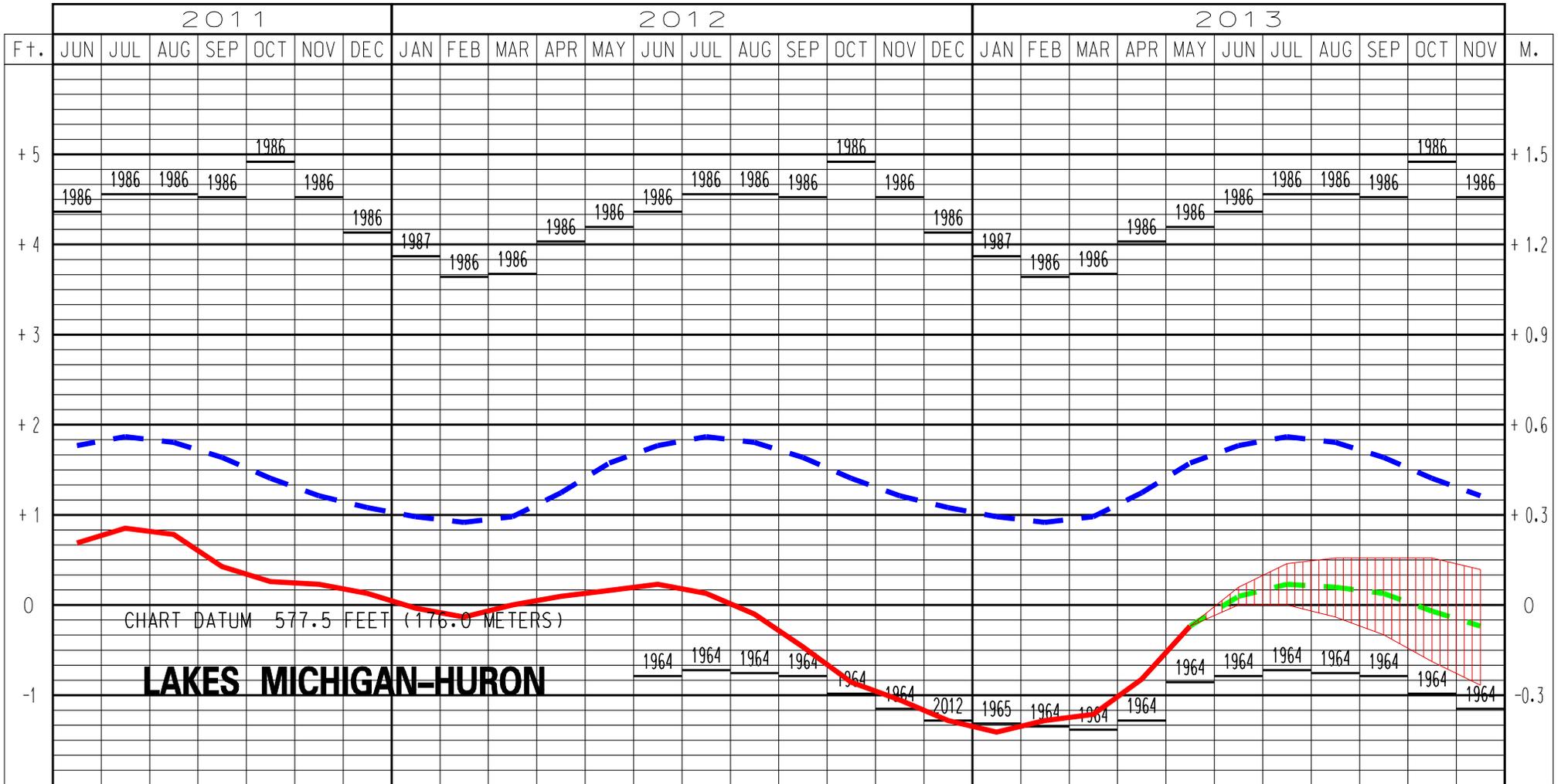
Seasonal Dock Revenue													Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	9,140	27,530	6,155	11,695	12,270	5,762	0	0	250	400	5,200	4,787	83,189
2008	7,940	45,315	9,400	11,905	12,675	-1,388	0	0	200	2,000	5,009	1,655	94,711
2009	6,865	41,215	7,085	9,125	4,990	15,095	0	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								63,160

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								163

City of South Haven Municipal Marinas
Seasonal Slip Availability

Available Slips								
	June 2013	April 2013	March, 2013	January, 2013	November, 2012	October, 2012	April, 2012	
North Side Marina	11	16	18	21	21	24	35	
Museum Marina	1	5	5	7	8	9	13	
Black River Park Marina	6	19	22	24	25	25	27	
Occupied Slips								
					November, 2012	October, 2012	April, 2012	Total Slips
North Side Marina	86	81	79	76	76	73	62	97
Museum Marina	29	25	25	23	22	21	17	30
Black River Park Marina	54	41	38	36	35	35	33	60
(includes headwall)								
Seasonal Slip Occupancy								
					November, 2012	October, 2012	April, 2012	
North Side Marina	89%	84%	81%	78%	78%	75%	64%	
Museum Marina	97%	83%	83%	77%	73%	70%	57%	
Black River Park Marina	90%	68%	63%	60%	58%	58%	55%	

LAKES MICHIGAN-HURON WATER LEVELS - JUNE 2013



LEGEND

LAKE LEVELS

RECORDED

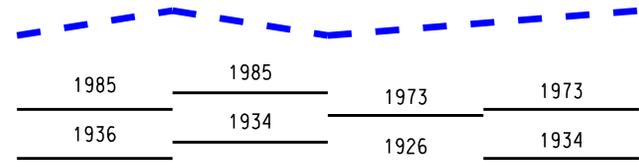
PROJECTED



AVERAGE **

MAXIMUM **

MINIMUM **



** Average, Maximum and Minimum for period 1918-2012

June 11, 2013

TO: Brian Dissette

FR: Paul VandenBosch

RE: Michael Fidelman, Adventure Water Sports, License Agreement

Michael Fidelman has requested a license agreement to rent a 16 foot runabout and two jet skis using the Black River Park Boat Launch.

In discussing the possibility of a license agreement with Mr. Fidelman, I provided him with a copy of a license agreement which was based on work that we had done in 2011. This license agreement included an insurance requirement of \$1,000,000 per occurrence and \$1,000,000 in aggregate.

Since that time, the City's insurance provider and attorney have recommended a higher insurance requirement of \$1,000,000 per occurrence and \$3,000,000 aggregate. Other license agreements, such as the charter fishing and jet ski rental at South Side Marina, have included the \$3,000,000 aggregate insurance requirement.

The license agreement with this updated insurance requirement meets the requirements of Resolution 12-43, setting rates for the marinas and commercial use of Black River Park. The City Attorney wrote the license agreement document and has recommended the insurance requirements.

The process for license agreements is for Harbor Commission to recommend to City Council, and City Council to consider approval of the license agreement.

Staff Recommendation:

Approve the license agreement with the \$1,000,000 per occurrence and \$3,000,000 aggregate insurance requirement.

BLACK RIVER PARK COMMERCIAL USE LICENSE AGREEMENT

This License Agreement is made as of _____, 2013, 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 _____ of _____ (the "Licensee").

RECITALS

- A. The City owns the property and structures commonly referred to as the Black River Park which is generally depicted on the attached Exhibit A.
- B. The City agrees to grant the Licensee a license to operate its marine based business from Black River Park under the terms 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.

(a) The City licenses to the Licensee use of the Black River Park for _____ as provided below.

(b) Conditions: The type of business limited to: _____ with _____ vessels (number of vessels) of type: _____.

Registration number and description of vessels to be used in the marine based business (attach separate sheet if needed): _____

Business operations shall not interfere with launch ramp use by other customers. Vessels shall not be tied or moored to launch ramp docks or dinghy docks except in the process of launching. Fueling is prohibited on the Black River and in Black River Park.

Other requirements of the marine based business include: _____

2. Term. The term of the license shall commence upon the date of execution of this Agreement by the City Manager and end on December 31, 2011. This Agreement may be renewed for an additional one year term upon written request of the Licensee received and countersigned by the City Manager, in his sole discretion, prior to November 1, 2011.

3. Fee. In addition to its other obligations under this Agreement, the Licensee shall pay to the City an annual license fee of \$100 and shall be responsible for fees as authorized by the City Council resolution. In addition to the license fee, the Licensee shall pay an annual fee of \$50 for each motorized rental vessel.

4. Property Rights. This license does not grant or convey to the Licensee any rights, title, or interest in the Park, boat launch facility or any City property.

5. Insurance. The City shall not be required to obtain or maintain any insurance covering the Licensee. The Licensee shall obtain and maintain all necessary and appropriate insurance policies covering its negligent and wrongful acts, including the following:

a. Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for Personal Injury, Bodily Injury, and Property Damage.

c. Commercial General Liability Insurance shall include an endorsement stating that the following shall be Additional Insureds: The City of South Haven, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

d. Cancellation Notice: The Insurance coverage described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change, Ten (10) days for non-payment of premium, shall be sent to: Risk Manager, City of South Haven, 539 Phoenix St, South Haven, MI 49090.

e. The Licensee shall provide copies of all insurance policies upon the City's request, together with copies of certificates of insurance showing the premiums to be fully paid.

6. Indemnification. The Licensee shall hold the City (defined for purposes of this paragraph to include the City’s officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from the Licensee’s use of the Park, or the Licensee’s performance of its obligations under this license Agreement, except where caused by the negligence or wrongdoing of the City. The requirements of this paragraph (7) shall survive the expiration or termination of this license for a period of 3 years.

7. Compliance with Laws. The Licensee shall operate in accordance with generally accepted operating practices and maintain compliance with applicable laws, rules, regulations, ordinances, orders, permits, and licenses required by any governmental agency of competent jurisdiction. In addition, the Licensee shall obtain and maintain all required permits, licenses and other approvals.

8. Breach and Remedy. If the Licensee fails to comply with any of the terms and conditions of this Agreement, a written notice of failure to comply stating the specific breach shall be delivered to the Licensee. The Licensee shall have 10 days to take any corrective actions required to cure the breach so as to be in compliance with this license. During the 10 day cure period the Licensee shall inform the City in writing of the actions taken to remedy the breach. If the Licensee fails to remedy the breach within 10 days of receiving notice of the same, the City Manager may terminate this license.

9. Termination. If the Licensee fails to fulfill its obligations under this Agreement, the City Manager may terminate this license.

10. Vacation. Upon expiration of the license term, or upon termination of this license pursuant to paragraph 9 or 10 above, the Licensee shall cease to operate such business in Black River Park.

11. Assignment Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations without the City’s prior written approval.

12. Interpretation. This is the entire agreement between the parties as to its subject matter. This Agreement shall supersede and void any existing lease or other agreement between the parties. This agreement may not be modified except in writing signed by the parties (in the case of the City, such modification shall require City Manager approval). Its interpretation shall not be affected by any course of dealing. The captions are for convenience and form no part of this Agreement, but the recitals are an integral part of this Agreement. This Agreement shall be construed as if it were mutually drafted.

13. Miscellaneous.

(a) To the extent permitted by law, jurisdiction and venue pertaining to any action arising from or pursuant to this Agreement shall be with the state courts in Van Buren County, Michigan.

(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.

(c) This license Agreement shall be effective only when countersigned by the City and then only if the Agreement has been signed by the proposed Licensee and the City has received payment of the Annual Fee and a copy of the Licensee's insurance policy which meets the requirements herein.

14. Binding Effect. This Agreement shall be binding upon the parties to this Agreement as well as their successors and permitted assigns.

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

CITY OF SOUTH HAVEN

LICENSEE

By: _____
Robert Burr, Mayor

By: _____

By: _____
Amanda Morgan, Clerk



City of South Haven

City Hall • 539 Phoenix Street • South Haven, Michigan 49090-1499
Telephone (269) 637-0775 • pvandenbosch@south-haven.com

June 7, 2013

Michael Fidelman
169 50th St
Grand Junction, MI 49056

Dear Mr. Fidelman;

In reviewing the copy of the license agreement that I provided to you, I noticed that the agreement included an old insurance requirement.

The current insurance requirement for jet ski rentals is \$1,000,000 per occurrence, and \$3,000,000 in aggregate.

I apologize for giving you incorrect information in the old form of the license agreement.

Sincerely;

Paul VandenBosch
Harbormaster

BLACK RIVER PARK COMMERCIAL USE LICENSE AGREEMENT

This License Agreement is made as of _____, 2013, 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 Michael Fidelyan of ADVENTURE WATER SPORTS (the "Licensee").

RECITALS

- A. The City owns the property and structures commonly referred to as the Black River Park which is generally depicted on the attached Exhibit A.
- B. The City agrees to grant the Licensee a license to operate its marine based business from Black River Park under the terms 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.

(a) The City licenses to the Licensee use of the Black River Park for RENTAL OF 3 Motorized Boats as provided below.

(b) Conditions: The type of business limited to: _____ with _____ vessels (number of vessels) of type: 16 FT RUNABOUT 2 PWC.

Registration number and description of vessels to be used in the marine based business (attach separate sheet if needed): _____

Business operations shall not interfere with launch ramp use by other customers. Vessels shall not be tied or moored to launch ramp docks or dinghy docks except in the process of launching. Fueling is prohibited on the Black River and in Black River Park.

Other requirements of the marine based business include: _____

2. Term. The term of the license shall commence upon the date of execution of this Agreement by the City Manager and end on December 31, 2013. This Agreement may be renewed for an additional one year term upon written request of the Licensee received and countersigned by the City Manager, in his sole discretion, prior to November 1, 2013.

3. Fee. In addition to its other obligations under this Agreement, the Licensee shall pay to the City an annual license fee of \$100 and shall be responsible for fees as authorized by the City Council resolution. In addition to the license fee, the Licensee shall pay an annual fee of \$50 for each motorized rental vessel.

4. Property Rights. This license does not grant or convey to the Licensee any rights, title, or interest in the Park, boat launch facility or any City property.

5. Insurance. The City shall not be required to obtain or maintain any insurance covering the Licensee. The Licensee shall obtain and maintain all necessary and appropriate insurance policies covering its negligent and wrongful acts, including the following:

a. Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage.

c. Commercial General Liability Insurance shall include an endorsement stating that the following shall be Additional Insureds: The City of South Haven, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

d. Cancellation Notice: The Insurance coverage described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change, Ten (10) days for non-payment of premium, shall be sent to: Risk Manager, City of South Haven, 539 Phoenix St, South Haven, MI 49090.

e. The Licensee shall provide copies of all insurance policies upon the City's request, together with copies of certificates of insurance showing the premiums to be fully paid.

6. Indemnification. The Licensee shall hold the City (defined for purposes of this paragraph to include the City’s officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from the Licensee’s use of the Park, or the Licensee’s performance of its obligations under this license Agreement, except where caused by the negligence or wrongdoing of the City. The requirements of this paragraph (7) shall survive the expiration or termination of this license for a period of 3 years.

7. Compliance with Laws. The Licensee shall operate in accordance with generally accepted operating practices and maintain compliance with applicable laws, rules, regulations, ordinances, orders, permits, and licenses required by any governmental agency of competent jurisdiction. In addition, the Licensee shall obtain and maintain all required permits, licenses and other approvals.

8. Breach and Remedy. If the Licensee fails to comply with any of the terms and conditions of this Agreement, a written notice of failure to comply stating the specific breach shall be delivered to the Licensee. The Licensee shall have 10 days to take any corrective actions required to cure the breach so as to be in compliance with this license. During the 10 day cure period the Licensee shall inform the City in writing of the actions taken to remedy the breach. If the Licensee fails to remedy the breach within 10 days of receiving notice of the same, the City Manager may terminate this license.

9. Termination. If the Licensee fails to fulfill its obligations under this Agreement, the City Manager may terminate this license.

10. Vacation. Upon expiration of the license term, or upon termination of this license pursuant to paragraph 9 or 10 above, the Licensee shall cease to operate such business in Black River Park.

11. Assignment Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations without the City’s prior written approval.

12. Interpretation. This is the entire agreement between the parties as to its subject matter. This Agreement shall supersede and void any existing lease or other agreement between the parties. This agreement may not be modified except in writing signed by the parties (in the case of the City, such modification shall require City Manager approval). Its interpretation shall not be affected by any course of dealing. The captions are for convenience and form no part of this Agreement, but the recitals are an integral part of this Agreement. This Agreement shall be construed as if it were mutually drafted.

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(a) To the extent permitted by law, jurisdiction and venue pertaining to any action arising from or pursuant to this Agreement shall be with the state courts in Van Buren County, Michigan.

(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.

(c) This license Agreement shall be effective only when countersigned by the City and then only if the Agreement has been signed by the proposed Licensee and the City has received payment of the Annual Fee and a copy of the Licensee's insurance policy which meets the requirements herein.

14. Binding Effect. This Agreement shall be binding upon the parties to this Agreement as well as their successors and permitted assigns.

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

CITY OF SOUTH HAVEN

LICENSEE

By: _____
Robert Burr, Mayor

By: Michael Fidelman

By: _____
Amanda Morgan, Clerk



COMMERCIAL MARINE RENTAL WATERCRAFT VESSEL SCHEDULE

				JUNE 2013					
1	1981	LUND/MC 7002TE	16	LUN2012MBIF	81 JOHNSON	5894097	80		
2	2009	YAMAHA/MC 5532TG	10' 6"	YAMA1916L809	YAM09	0894117	97		
3	1996	TIGER SHARK/MC 8379RF	10" 2'	ART05319B696	96 SUZ	22169	67		

LIEN HOLDER NAME & ADDRESS	UNITS OF INTEREST	LIEN HOLDER NAME & ADDRESS	UNITS OF INTEREST
N	N	N	N

This vessel schedule is attached to and becomes part of the policy upon Company acceptance. All units must be identified and listed on the schedule in order to be covered under the policy. Additions or deletions to this schedule must be reported to the Company within 30 days of the change. List all outboard engines with the associated vessel.



City of South Haven

City Hall • 539 Phoenix Street • South Haven, Michigan 49090-1499
Telephone (269) 637-0775 • pvandenbosch@south-haven.com

May 15, 2013

Michael Fidelman
169 50th St
Grand Junction, MI 49056

Dear Mr. Fidelman;

I have reviewed your application for a license agreement to use Black River Park Boat Launch to launch rental boats.

For three motorized boats, the license fee would be \$250.

A license agreement requires approval of City Council. Upon receipt of the license fee and a copy of your insurance, I will recommend to City Council approval of the license agreement.

I am returning the license agreement form to you. Please return it together with the license fee and proof of insurance.

Sincerely;

Paul VandenBosch
Harbormaster



City of South Haven

City Hall • 539 Phoenix Street • South Haven, Michigan 49090-1499
Telephone (269) 637-0775 • pvandenbosch@south-haven.com

May 8, 2013

Michael Fidelman
169 50th St
Grand Junction, MI 49056

Dear Mr. Fidelman;

The City of South Haven will consider a license agreement for launching of rented boats or other marine service for hire at the Black River Boat Launch.

The annual license fee for commercial use of the Black River Park Boat Launch is \$100, plus \$50 for each vessel.

There is an insurance requirement for Workers Compensation insurance and a \$1,000,000 General Liability policy. Please see the example license agreement for details.

While the fee amounts have not yet been approved for 2013, I do not expect to see any major changes.

If you would like to launch rented boats from Black River Park for 2013, please let me know the number of vessels, type of vessel and registration number and description of the vessels you plan to use.

Sincerely;

Paul VandenBosch
Harbormaster

June 6, 2013

TO: Harbor Commission

FR: Paul VandenBosch

RE: Fish Cleaning Station and Black River Park

At the request of Harbor Commission, staff has worked together with Abonmarche to put together drawings showing potential locations for a new fish cleaning station at Black River Park.

In order to identify a location for the new fish cleaning station, it is necessary to think ahead and plan for future expansion of Black River Park in order to make sure we do not block ourselves in when deciding on the site for the fish cleaning station.

Staff is requesting comments on the drawings showing potential changes to Black River Park.

Process

This is the first of two meetings with Abonmarche to comment on the plans. Abonmarche will identify changes and refinements based on comments from this meeting and produce a drawing based on those comments.

Staff will also request comments from Parks Commission.

After a process of review and amendment based on comments, Abonmarche will attend a meeting with a final draft which will hopefully be close to a finished document that can be approved by the Harbor Commission as a long term capital plan for Black River Park.

At the same time, we will focus on developing a design and cost estimate for the fish cleaning station project which will allow the City to apply for a grant for the project.

MEMORANDUM

DATE: June 5, 2013

TO: Paul VandenBosch
City of South Haven

C: Tony McGhee

FROM: Kathy A. Burczak, LLA, ASLA
Senior Landscape Architect

RE: City of South Haven
Black River Park Enhancements
Project No. 13-0220

During the spring of 2013, the City of South Haven contracted with Abonmarche to perform an assessment of the Black River Park and make recommendations for future improvements. Attached are two preliminary concepts for improvements to the facility to be discussed at the next Harbor Commission Meeting on June 18, 2013. Following is a brief overview of some of our thoughts that informed our design process for the two options.

Option A

Elements we were requested to assess were to increase parking at the facility, improving traffic flow, improve the quality and location of the fish cleaning station as well as improve connectivity throughout the area. The Option A scheme is contingent upon the approval to install a culvert pipe to enclose the northern most section of the water flow within the open ditch area. The main entrance into the boat launch area would be directly north of the dredged spoils site. The new drive would allow for direct access into the gated launch area with staking for a minimum of five (5) vehicles and boat trailers waiting to pay the entrance fee. The road splits to the north to provide ungated access to the marina.

The configuration of the boat parking direction of flow would remain the same as the current layout. The spaces closest to the boat launch would be re-stripped for four (4) accessible boat trailer parking spaces. Proximal to these accessible boat trailer spaces, an accessible pedestrian route is proposed to provide pedestrian connectivity from the marina to the west along the river south to the additional park amenities and existing restroom facility.

The boat trailer parking south and west of the existing restroom would circulate as it currently does, however, an additional exit gate and drive would be constructed to allow a second exit directly into the proposed parking area built upon the dredged spoils site.

The location for the canoe kayak launch has remained the same and a canoe/kayak unloading zone and accessible route has been added adjacent to free parking (20 vehicles and 5 boat trailers).

The walkway leading to the existing restroom facility would be re-constructed to provide a sloped accessible route to the existing restroom and showers. Abonmarche visited the facility and found the building itself to be in good condition. Additional accessible parking for both vehicle and boat trailer parking would be located near the existing restroom. A new accessible pavilion with grills and picnic tables is proposed to be located to the southwest near the river. This location was selected due to its proximity to the restroom, free parking area, and scenic view along the river.

A new fish cleaning station has been located to the northwest of the free parking area. This location was chosen as it provides free parking for people in the fishing community that have not parked and launched at the boat launch as well as for those that have. An optional location for a fish cleaning station has been shown to the north of the proposed parking within the dredged spoils site. This location would provide adequate pull through parking spaces for all boaters to park for free while using the fish cleaning facility. The downside of this location is the distance to the restroom is increased.

Option B

The Option B scheme was developed assuming that it would not be feasible to culvert the area at the end of the open ditch area. The main entrance into the boat launch area would be to the north of the proposed parking area within the dredged spoils site. The drive would require removal of two (2) trailer parking spaces within the furthest east row of parking to allow the drive to directly flow into the existing access drive without an awkward offset. This drive would also provide stacking for five (5) cars with trailers waiting to pay their fee to enter the launch area. The road splits to the north to provide flow access to the marina.

All other proposed improvements within the boat launch area are the same as for Option A. The primary differences occur south of the existing restroom facility. The 32 boat trailer parking spaces would be required to exit at the existing exit gate to the north of the site near the marina. There is potential for congestion on busy days.



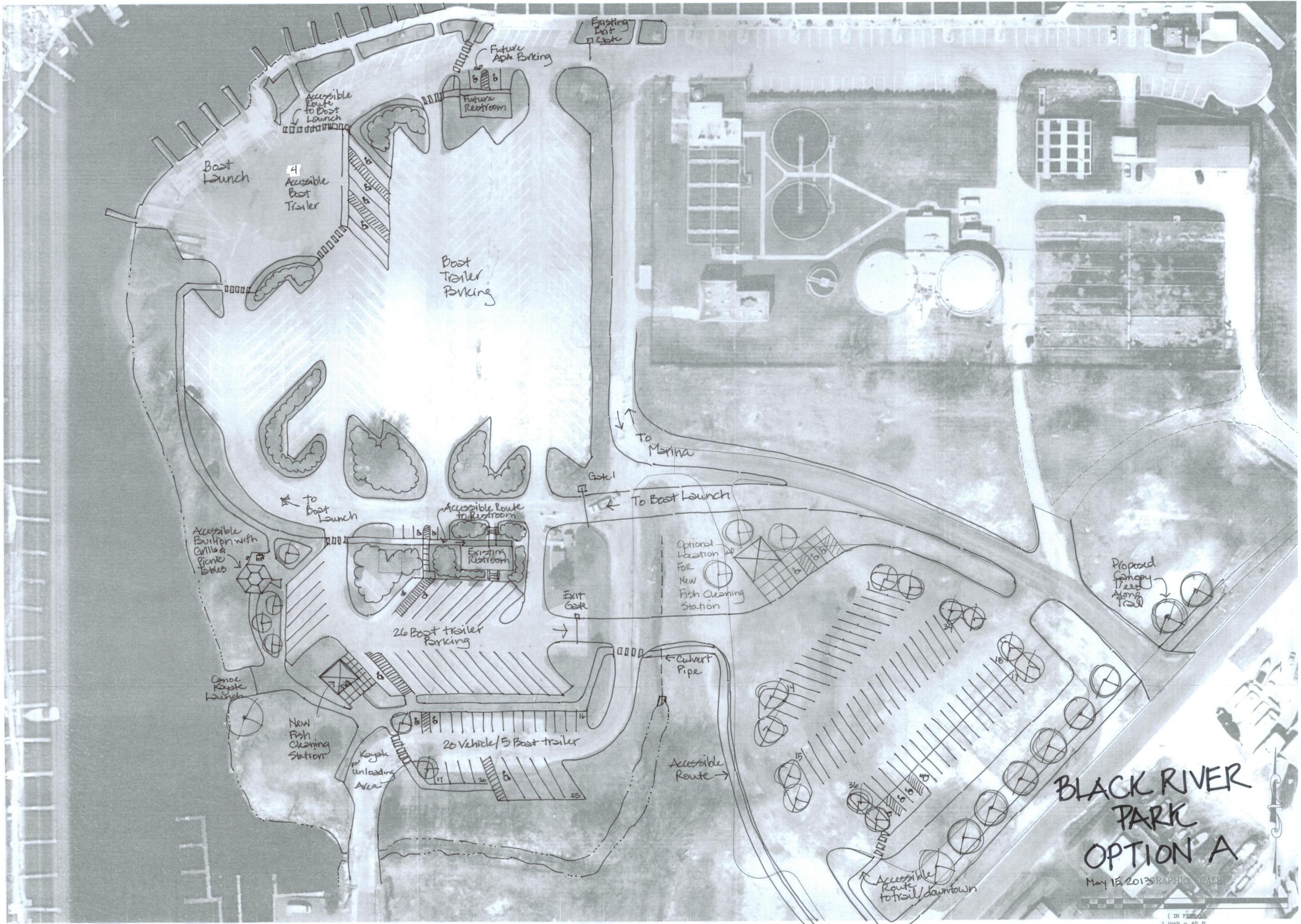
In order to enforce the use of the new main entrance drive and eliminate boat trailers blocking the intersection, the current entrance to the park off the 90 degree turn has been eliminated. The road ends with a large turn-around area. Free parking spaces for 25 vehicles are located within this area and pedestrian connectivity and pedestrian vehicular conflicts are greatly reduced.

A pedestrian bridge over the open water channel provides pedestrian access and connectivity to the additional free parking area located on the dredged spoils site and the proposed fish cleaning station which allows users adequate free pull through parking while cleaning fish. The pedestrian bridge and accessible route provide a route to the restroom facility.

If you have any questions regarding these options or need further clarification, please feel free to contact our office.

KAB:TCM/vsc





BLACK RIVER PARK OPTION A

May 18, 2015 GRAPHIC SCALE



PROJECT: _____

SHEET TITLE: _____

DRAWN BY: _____

DESIGNED BY: _____

PM REVIEW: _____

QA/QC REVIEW: _____

DATE: _____

SCALE: _____

HORZ: 1"=40'

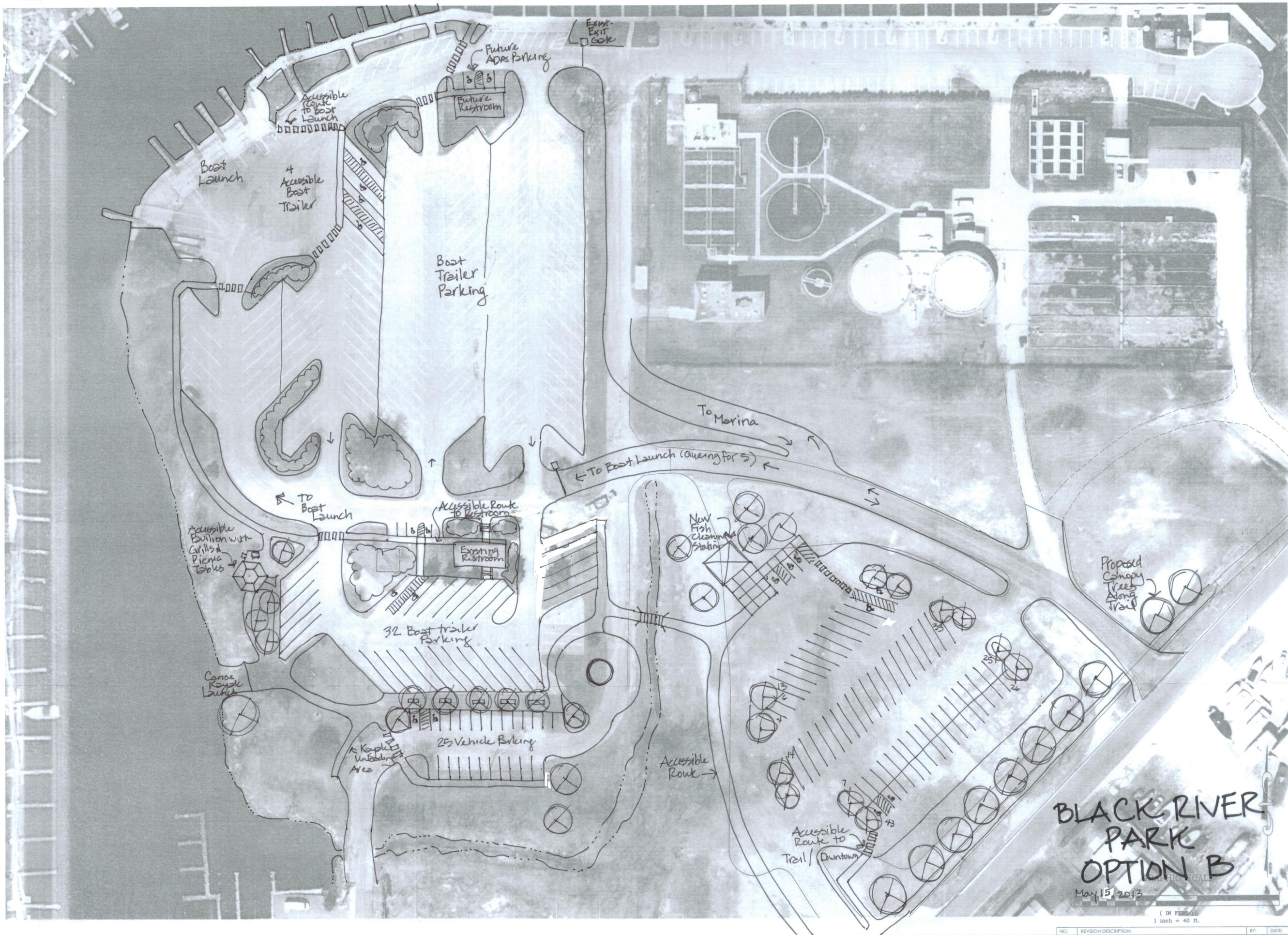
VERT: _____

ACI JOB # _____

SHEET NO. _____

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.

NO.	REVISION DESCRIPTION	BY:	DATE:



BLACK RIVER PARK OPTION B

May 15, 2013

(IN FEET)
1 inch = 40 ft.

PROJECT: _____

SHEET TITLE: _____

DRAWN BY: _____

DESIGNED BY: _____

PM REVIEW: _____

QA/QC REVIEW: _____

DATE: _____

SCALE: _____

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"=40'

VERT: _____

ACI JOB # _____

SHEET NO. _____

NO. REVISION DESCRIPTION: _____ BY: _____ DATE: _____

March 18, 2013

Mr. Paul VandenBosch
Assistant City Manager
539 Phoenix Street
South Haven, MI 49090

RE: Proposal for Professional Services
Black River Park Improvements

Dear Paul:

Abonmarche is pleased to present this proposal for professional services for the preparation of concept designs and cost estimates for a new fish cleaning station, parking area, access drive and restroom for the City of South Haven. We will also consider the beneficial reuse of land filled with spoils from City dredging projects. These facilities would be designed to tie in to Black River Park. The City currently intends for the improvements to function as parking for downtown special events, Black River Park Boat Launch overflow parking, and fish cleaning station user parking. As part of the overall plan we will consider changes to facilities and traffic flow in Black River Park.

We understand that the City wishes to apply for a grant to finance improvements of these facilities which may be constructed in phases. Furthermore, the City would like the fish cleaning station to be similar to the new station constructed at Holland State Park. Public input is a very important component of the design and grant procurement process. Public input sessions will be held during the Harbor Commission meetings with an opportunity for public comments. A final concept plan will be prepared after hearing comment from the public, staff, board members and City Council. We will utilize aerial images for the preparation of these plans.

Our tasks for this project will include the following:

Concept Design Phase

1. On site visit to review existing conditions of the site for the best placement of the new restroom and fish cleaning station with consideration given to existing location of utilities, predominant wind direction and overall circulation flow of the site in relation to vehicular and pedestrian traffic. Coordination with existing uses of Black River Park will be considered.
2. Preparation of two (2) schematic design concepts for potential placement of a fish cleaning and restroom facility within different locations of the park.
3. Preparation of two (2) schematic design concepts for the possible relocation of the entrance gates and/or entrance drive to allow for boat trailer access without blocking Dunkley Avenue.
4. Preparation of two (2) schematic design concepts for the parking layout for the Black River overflow parking area.

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

5. Meeting with the City and Harbor Commission to review schematic studies.
6. Refine selected schematic studies for the fish cleaning station and restroom area, access road and overflow parking area based on meeting comments and finalize for presentation.
7. Preparation of an elevation drawing and floor plan for the fish cleaning station and restroom facilities to reflect footprint per schematic concept layouts.
8. Preparation of preliminary cost estimates for all proposed improvements, identifying potential phases of development.

Public Input/Final Phase

1. Attendance at two (2) Harbor Commission meetings to present concept designs and cost estimates.
2. Finalization of the selected plan for grant submittal by the City of South Haven.

Fees

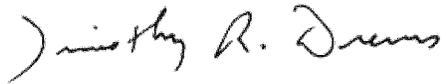
Our fee to complete the above Scope of Services is \$6,500

Abonmarche can prepare 3-D presentation drawings and or plan view renderings if requested for an additional fee.

Your signature in the space provided below will authorize us to commence with the work. If you have any questions or need further clarification, please feel free to contact me at our office.

Sincerely,

ABONMARCHE



Timothy R. Drews, P.E., PTOE
Vice President



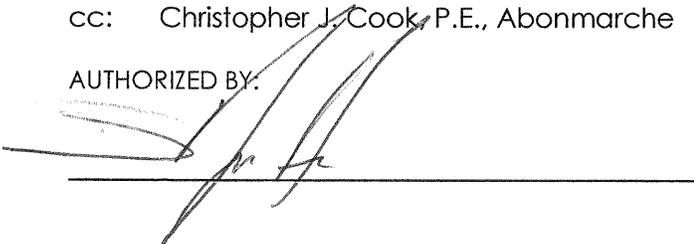
Jeffrey M. Saylor
Vice President

Kb

cc: Christopher J. Cook, P.E., Abonmarche

AUTHORIZED BY:

DATE:



4-12-13

