

Harbor Commission

Regular Meeting Agenda

Tuesday, July 16, 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, Cathy Pyle, Tim Reineck, Alan Silverman, Daniel Strong, Greg Sullivan.

2. Approval of Agenda

3. Approval of Minutes: June 18, 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 License Agreement

7. General Comments

Member and Staff Comments

Adjourn

RESPECTFULLY SUBMITTED,
Paul VandenBosch
Secretary, Harbor Commission

Marina Fund Revenue

Marina Fund Revenue
As of June 30, 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	377,199	89,267	466,466	599,418	-132,952

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 \$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	29476	169,790	80,125	37555	28,362	14,431							359,739

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	3,689	12,501							22,864

City of South Haven
 Black River Park Fund - Fund 545
 For the period ended June 30, 2013

<i>Revenues:</i>	<i>Month Actual</i>	#	<i>YTD Actual</i>	<i>2012-13 Amended Budget</i>
State Grant	\$ -		\$ -	\$ -
Charges for Service	13,050		139,836	148,500
Interest and Rents	-		4,797	3,000
Other Revenue	-		86	-
Total Revenues	\$ 13,050	#	\$ 144,719	\$ 151,500

<i>Expenses:</i>	<i>Month Actual</i>	#	<i>YTD Actual</i>	<i>2012-13 Amended Budget</i>
Personnel Costs	\$ 5,986		\$ 36,734	\$ 43,021
Supplies	457		2,897	3,400
Admin/Computing/Equipment Fees	2,042		24,508	24,508
Contractual Services	356		10,606	26,500
Utilities	993		8,923	7,702
Other Services and Charges	604		9,355	9,600
Repairs and Maintenance	-		3,331	9,000
Capital Outlay	-		-	-
Operating Transfers Out to 296	-		5,800	5,800
Total Expenses	10,439		102,155	129,531
Depreciation	-		-	46,000
Total Expenses and Depreciation	\$ 10,439		\$ 102,155	\$ 175,531

Net Fund Change	\$ 2,611	#	\$ 42,564	\$ (24,031)
Retained Earnings	June 30		\$ 640,318	
Less Net Capital Assets			\$ (515,894)	
Net Undesignated Reserves			\$ 124,424	
Add Seasonal Rentals paid but not posted to income yet			\$ 44,036	
Deduct Expenses paid in advance, not posted to expense yet				
Add(Deduct) Amount due to/ from Beach, Rev earned but not in cash				
Add Accounts Payable owed but not paid yet			\$ 2,956	
Adjusted Undesignated Reserves			\$ 213,980	
Cash & Investments Balance at month end			\$ 213,980	
Projected Cash Balance at Fiscal Year End			\$ 146,393	
(Depreciation is a NON-cash expense)				

Black River Park Revenues

Black River Park Revenue
As of June 30, 2013

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	71,440	9,150	47,844	10,980	139,414	102,155	37,259

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	3,671	6,154							10,609

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							10,050

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							64,895

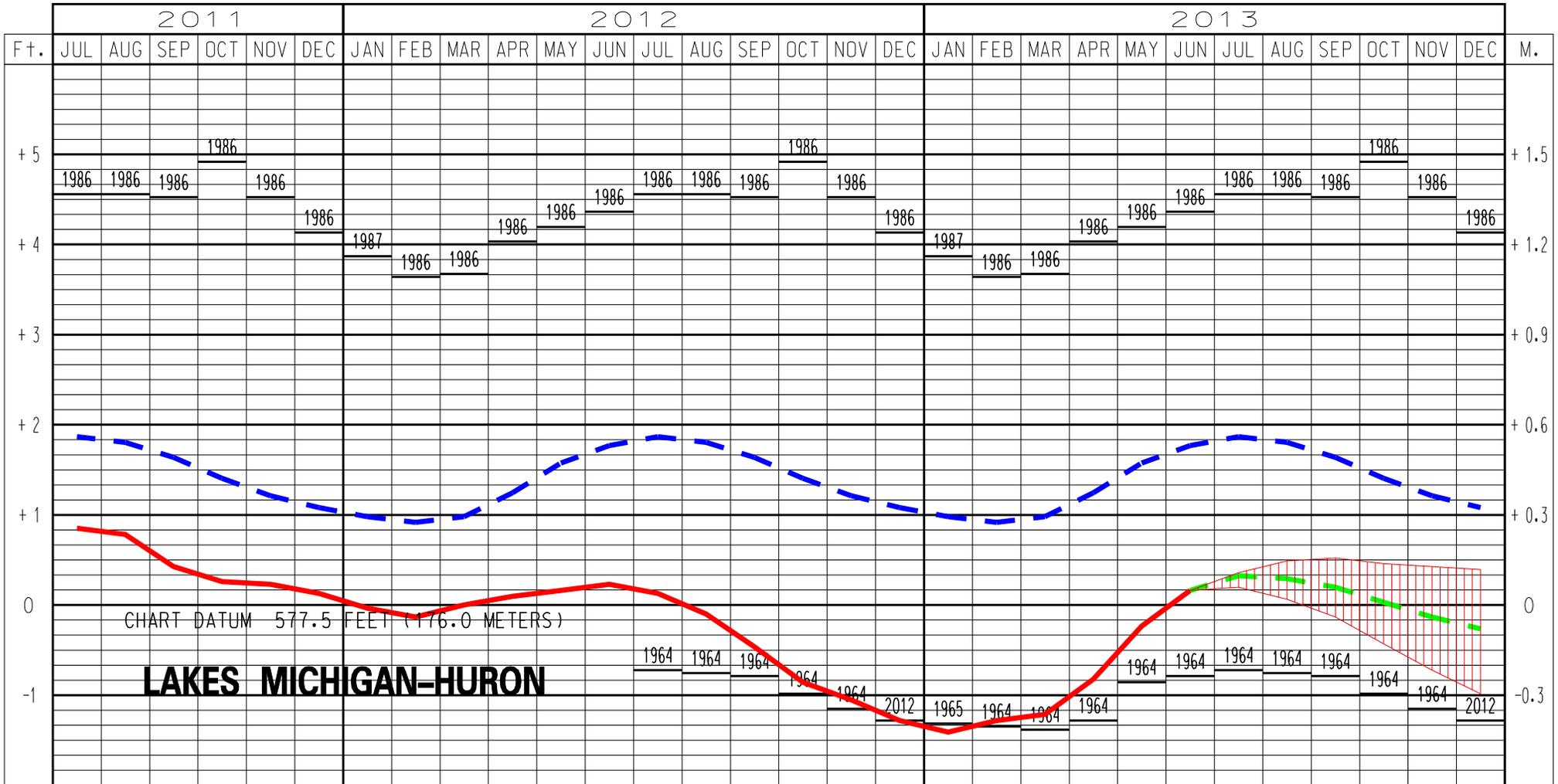
Transient Dock Revenue													Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	0	0	0	169	1,303	1,986	3,988	2,672	984	0	0	0	11,102
2008	0	0	0	329	1,562	1,609	2,571	2,904	1,204	303	0	0	10,481
2009	0	0	0	0	483	1,776	2,444	3,796	1,332	0	0	0	9,831
2010	0	0	0	0	748	930	2,657	2,479	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							2,036

City of South Haven Municipal Marinas
Seasonal Slip Availability

Available Slips									
	July 2013	June 2013	April 2013	March, 2013	January, 2013	November, 2012	October, 2012	April, 2012	
North Side Marina	13	11	16	18	21	21	24	35	
Museum Marina	1	1	5	5	7	8	9	13	
Black River Park Marina	17	6	19	22	24	25	25	27	
Occupied Slips									
	July 2013	June 2013	April 2013	March, 2013	January, 2013	November, 2012	October, 2012	April, 2012	Total Slips
North Side Marina	84	86	81	79	76	76	73	62	97
Museum Marina	29	29	25	25	23	22	21	17	30
Black River Park Marina	43	54	41	38	36	35	35	33	60
									(includes headwall)
Seasonal Slip Occupancy									
	July 2013	June 2013	April 2013	March, 2013	January, 2013	November, 2012	October, 2012	April, 2012	
North Side Marina	87%	89%	84%	81%	78%	78%	75%	64%	
Museum Marina	97%	97%	83%	83%	77%	73%	70%	57%	
Black River Park Marina	72%	90%	68%	63%	60%	58%	58%	55%	

*Note: There was an error in the June 2013 reported Available Slips at Black River Park. I will make a correction in next month's report.

LAKES MICHIGAN-HURON WATER LEVELS - JULY 2013



LEGEND

LAKE LEVELS

RECORDED

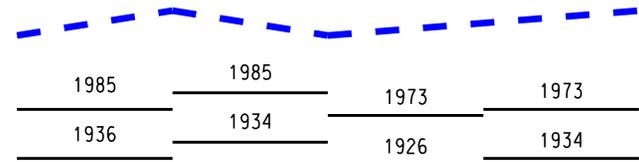
PROJECTED



AVERAGE **

MAXIMUM **

MINIMUM **



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

July 3, 2013

TO: Harbor Commission

FR: Paul VandenBosch

RE: Black River Park License Agreement with Adventure Water Sports

At the its July 1 meeting, City Council considered the license agreement with Adventure Water Sports. There were three areas of concern: equal license requirements with other boat rental operations, boaters operating rental boats without a park ranger/guide and services provided by the boat rental firm to the City.

1. Is the insurance requirement the same for Adventure Water Sports as it is for other jet ski rental license agreements?

Staff has provided the certificates of insurance and a review of each certificate of insurance by the City's insurance carrier. The amount of insurance is acceptable. There are details which must be fixed on both of the policies, such as adding the City as an additional insured and the time period in which the insurance company must notify the City if the policy is cancelled. Generally speaking, the insurance provided is very similar.

2. Should the rental operation include a requirement for a ranger/guide to accompany persons renting boats?

The "park ranger" business model was proposed by the LJ Agency (VanDerZee), and was written into the license agreement. Should the Adventure Water Sports license agreement include a park ranger requirement?

3. What shared services can be provided by the boat rental company?

LJ Agency is required to relocated buoys in the swimming areas in Lake Michigan. Should Adventure Water Sports be required to provide some type of service to the City?

In addition to the concerns stated by City Council, staff wishes to add a comparison of how the business operates and fees paid by each vendor.

Adventure Water Sports

Use of Black River Park Boat Launch to launch boats and meet customers. Customers generally call and meet the operator at the boat launch or in other locations before driving to the boat launch. One rental boat, two rental jet skis, Black River Launch Seasonal Pass. Fee: \$100 license agreement, \$50 per boat, as set by Resolution 12-43. Total license fee: \$250.

LJ Agency

Placement of a floating dock for jet skis at South Side Marina, placement of desk/kiosk under South Side Marina patio, meet customers under South Side Marina patio, use of South Side

Marina dinghy dock, sign on Water Street, customers board jet skis for excursions at South Side Marina dinghy dock, Black River Park Launch Seasonal Pass. Customers operate after a training session and the excursion is led by a guide. License fee: \$1,650.

City Council has requested that Harbor Commission review the boat rental license agreements and provide its comments to the City Council.

Adventure Water Sports License Agreement

City Council Agenda Packet

July 1, 2013

June 24, 2013

TO: Brian Dissette

FR: Paul VandenBosch

RE: Black River Park Commercial Use License Agreement

Adventure Water Sports is requesting to use Black River Park Boat Launch to rent a 16 foot runabout and two jet skis.

The City's insurance carrier has reviewed the insurance and finds it acceptable with minor changes, including listing the City as an additional insured and a 10 day notification of cancellation of the policy.

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 Adventure Water Sports.

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 (the "Park").
- B. The City agrees to grant the Licensee a license to operate its marine based business from the 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 a portion of the Park, as depicted on the attached Exhibit A (the "Licensed Area"), for _____ as provided below, and for no other purpose.
- b. Conditions: The type of business limited to _____ with _____ vessels (number of vessels) of type: _____.
- c. Registration number and description of vessels to be used in the marine based business (attach separate sheet if need): _____.
- d. 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 the Park.
- e. The Licensee accepts the Licensed Area "AS IS" and with all faults. The City has not made, does not make, and has not authorized anyone else to make any representation or warranty as to the Licensed Area. Without limiting the generality of the previous statement, the City makes no representation about the suitability of the Licensed Area for any purpose or use.
- f. 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 _____, 201____. 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 _____, 201____.

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 Licensed Area, 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. Watercraft 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. All insurance shall include an endorsement stating that the following shall be "Additional Insured Parties": 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 Licensed Area, 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 the 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: _____
Its

By: _____
Amanda Morgan, Clerk

Adventure Water Sports Insurance Review

CERTIFICATE OF INSURANCE

Producer: Global Marine Insurance Agency 12935 S. West Bayshore Dr. Suite 205 Traverse City, MI 49684	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A Markel American Insurance Company
Insured: Michael Fidelman DBA Adventure Watersports 169 50th St. Grand Junction, MI 49056	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input type="checkbox"/> _____				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE(Any one fire) \$ MEDICAL EXPENSE(Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				COMBINED SINGLE LIMIT \$ BODILY INJURY(Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY: \$ (Each accident) \$ (Disease - Policy limit) \$ (Disease - Each employee)
	OTHER: Watercraft Liability	CQ2010992	05/14/2013	05/14/2014	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

2013 3 Commercial See Schedule

CERTIFICATE OF INSURANCE: City of South Haven 539 Pheonix St South Haven MI 49090 ISSUED: June 04, 2013	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _10_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <div style="text-align: right;"></div>

Paul Vandenbosch

To: Brian Dissette
Subject: FW: Review of insurance requirement
Attachments: 2013-06-19 Fideman cert of insurance.pdf; 02 Black River Park license agreement.pdf

From: Craig Manser [<mailto:CraigM@ibexagency.com>]
Sent: Friday, June 21, 2013 8:21 AM
To: Paul Vandenbosch
Subject: FW: Review of insurance requirement

Hi Paul,

This one there are a few differences between the requirements and the certificate:

1. They do not show evidence of Workers Compensation
2. They do not list the City as additional insured
3. They list a 10 day notice of cancellation and not the 30 required.

As with the other one, they provide Watercraft liability instead of General Liability so I'm not sure if we should consider re-writing the insurance language in these agreements? I think they should specifically spell out what is required and then require them to stick exactly to those requirements.

If you have any other questions, please let me know. Have a nice weekend!

Craig

From: Paul Vandenbosch [<mailto:pvandenbosch@south-haven.com>]
Sent: Friday, June 21, 2013 7:59 AM
To: Craig Manser
Subject: RE: Review of insurance requirement

Craig;

Here is another license agreement and insurance certification, could you also review this insurance?

(see attached)

Paul VandenBosch
Project Manager
City of South Haven
539 Phoenix Street
South Haven, MI 49090
269-637-0775 desk
269-637-5319 fax
pvandenbosch@south-haven.com

City Attorney License Agreement Review and Amendment

Paul Vandenbosch

From: Paul Vandenbosch
Sent: Monday, June 24, 2013 8:34 AM
To: Brian Dissette
Subject: FW: Review of insurance requirement
Attachments: South Haven - Black River Park License Agreement.doc

Brian;

Attached is a license agreement to use Black River Park Boat Launch for commercial purposes. It is similar to the license agreement that we have used for the past few years, with changes as recommended by the City Attorney and insurance carrier.

It is slightly modified from what the Harbor Commission reviewed, but the modifications are minor and reflect the recommendations of the City Attorney and insurance carrier.

This is the agreement that I will request be added to the July 1 CC agenda.

Paul VandenBosch
Project Manager
City of South Haven
539 Phoenix Street
South Haven, MI 49090
269-637-0775 desk
269-637-5319 fax
pvandenbosch@south-haven.com

From: Lane, Kenneth P. [<mailto:KLane@ClarkHill.com>]
Sent: Friday, June 21, 2013 1:53 PM
To: Paul Vandenbosch
Subject: FW: Review of insurance requirement

Paul,

Modified agreement is attached including your requested changes and a few additional tweaks.

Please let us know if you have any questions or concerns.

Thank you,

Ken

Kenneth P. Lane

CLARK HILL PLC
200 Ottawa Ave. NW | Suite 500 | Grand Rapids, Michigan 49503
616.608.1134 (direct) | 616.608.1180 (fax)
klane@clarkhill.com | www.clarkhill.com

From: Smith, Scott G.
Sent: Friday, June 21, 2013 9:22 AM
To: Lane, Kenneth P.
Subject: FW: Review of insurance requirement

Do you have time to look at this?

Scott G. Smith

CLARK HILL PLC
616.608.1109 (direct) | 616.608.1169 (fax)

From: Paul Vandenbosch [<mailto:pvandenbosch@south-haven.com>]
Sent: Friday, June 21, 2013 8:28 AM
To: Smith, Scott G.
Subject: FW: Review of insurance requirement

Scott;

Below is a review of a certificate of insurance related to a license agreement for use of Black River Park for jet ski rental.

The City's insurance carrier recommends that we alter the license agreement to allow Watercraft liability instead of General liability.

I see that I missed changing the year in the term section when I updated the agreement from 2011.

Could you revise this agreement and update it with any changes you might recommend?

Thanks

Paul VandenBosch
Project Manager
City of South Haven
539 Phoenix Street
South Haven, MI 49090
269-637-0775 desk
269-637-5319 fax
pvandenbosch@south-haven.com

From: Craig Manser [<mailto:CraigM@ibexagency.com>]
Sent: Friday, June 21, 2013 8:21 AM
To: Paul Vandenbosch
Subject: FW: Review of insurance requirement

Hi Paul,

This one there are a few differences between the requirements and the certificate:

1. They do not show evidence of Workers Compensation
2. They do not list the City as additional insured
3. They list a 10 day notice of cancellation and not the 30 required.

As with the other one, they provide Watercraft liability instead of General Liability so I'm not sure if we should consider re-writing the insurance language in these agreements? I think they should specifically spell out what is required and then require them to stick exactly to those requirements.

If you have any other questions, please let me know. Have a nice weekend!

Craig

From: Paul Vandenbosch [<mailto:pvandenbosch@south-haven.com>]
Sent: Friday, June 21, 2013 7:59 AM
To: Craig Manser
Subject: RE: Review of insurance requirement

Craig;

Here is another license agreement and insurance certification, could you also review this insurance?

(see attached)

Paul VandenBosch
Project Manager
City of South Haven
539 Phoenix Street
South Haven, MI 49090
269-637-0775 desk
269-637-5319 fax
pvandenbosch@south-haven.com

LJ Agency Insurance, License Agreement and Insurance Review

CERTIFICATE OF INSURANCE

Producer: Global Marine Insurance Agency 12935 S. West Bayshore Dr. Suite 205 Traverse City, MI 49684	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <div style="text-align: center;">COMPANIES AFFORDING COVERAGE</div> COMPANY LETTER A Markel American Insurance Company
Insured: LJ Agency, Inc dba: Harbor Jet Skis 70720 2nd Ave South Haven, MI 49090	COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E

COVERAGES:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> _____				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE(Any one fire) \$ MEDICAL EXPENSE(Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				COMBINED SINGLE LIMIT \$ BODILY INJURY(Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY: \$ (Each accident) \$ (Disease - Policy limit) \$ (Disease - Each employee)
	OTHER: Watercraft Liability	CQ2010403	05/25/2013	05/25/2014	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:
 2012 3 Commercial See Schedule

CERTIFICATE OF INSURANCE: City of South Haven 539 Pheonix St South Haven MI 49090 ISSUED: June 06, 2013	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">  </div>
---	--

CQ2010403	1	322	
POLICY NUMBER	ENT. NO.	BRANCH	PRODUCER

ENDORSEMENT POLICY ISSUE
EFFECTIVE DATE: 5/25/13

WATERCRAFT DECLARATIONS PAGE

PAGE: 1 Of 1

MARKEL AMERICAN INSURANCE COMPANY
 GLEN ALLEN, VIRGINIA
 1-800-236-2862

YOU AS NAMED INSURED, ADDRESS, ZIP CODE						
LJ AGENCY, INC. DBA HARBOR JET SKIS 70720 2ND AVE SOUTH HAVEN, MI 49090						
NAVIGATIONAL LIMITATIONS						
WATERS OF THE GREAT LAKES AND TRIBUT., NO FURTHER THAN 1 MILE OFFSHORE & INLAND LAKES, RIVERS AND WATERS OF USA.						
POLICY PERIOD 12:01 A.M. STANDARD TIME AT YOUR ADDRESS						
FROM			TO			TERM
MO.	DAY	YR.	MO.	DAY	YR.	
05	25	13	05	25	14	12

BROKER/PRODUCER, ADDRESS, ZIP CODE	
PHONE: 231-947-9611 GLOBAL MARINE INSURANCE AGENCY 12935 S WEST BAYSHORE DRIVE TRAVERSE CITY, MI 49684	
LIENHOLDER, ADDRESS, ZIP CODE	
CITY OF SOUTH HAVEN 539 PHEONIX ST SOUTH HAVEN, MI 49090	

WARRANTED LAYUP FROM 10/01 TO 5/14 12:01 A.M. STD

2012 03 PWC NO WS	10' 4" SEE SCHEDULE	160HP
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COVERAGES: This policy provides only the insurance for which a specific premium charge is indicated below, or which is indicated as included without specific charge either below or in your policy. Detailed descriptions and any limitations will be found below or in your policy.

ADD CHANGE DELETE	COVERAGES	AMOUNT OF INSURANCE OR LIMIT OF LIABILITY	PREMIUM	PREMIUM CHANGE
CHG	WATERCRAFT & EQUIP-ACV		\$594	\$334-
	WATERCRAFT LIABILITY-BI & PD	LESS \$1,000 DED/PER UNIT EA OCCURRENCE LESS \$1,000 DED	\$2,592	
	EXCL CREW LIAB BI & PD			
DEL	PREMISES LIABILITY	EA PERSON		\$1,040-
	MINIMUM EARNED PREMIUM \$1,000	UNIT 001	PREMIUM: \$3,186.00	\$1,374.00-
		TOTAL POLICY	PREMIUM: \$3,186.00	\$1,374.00-
	REDUCED HULL VALUE TO \$5,000 EACH PWC, TOTAL \$15,000 VALUE, REMOVED PREMISES LIABILITY PER INSURED'S REQUEST EFFECTIVE 5/25/13 SUBJECT TO ACCELERATED CANCEL ENDORSEMENTS APPLICABLE: GLB-0302 TRIA-0208 WCCN-1095 WC5001-1095 WC5012-1095 WC5108-0807 WC5010-0305 WC5065-0900 WC5067-0600			
	ACV = ACTUAL CASH VALUE			

SIGNED (DATE) MAY 25, 2013

AT (CITY & STATE) TRAVERSE CITY, MI

BY Michael Smith
 Licensed Agent

LICENSE AGREEMENT

This License Agreement is made as of 6-14, 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 LJ Agency, Inc., a Michigan corporation, the principal business address of which is 70720 2nd Avenue, South Haven, MI 49090 (the "Licensee").

RECITALS

- A. The City owns the property located on the Black River commonly referred to as South Side Marina, as is described and depicted on the attached Exhibit A.
- B. The Licensee wishes to provide a jet ski watercraft excursion service on Lake Michigan to the public and operate a jet ski excursion facility at the South Side Marina during the summer months.
- C. The City wishes to accommodate the Licensee's request in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

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

1. License. The City licenses to the Licensee those portions of the South Side Marina designated on the attached Exhibit A (the "Licensed Property") for its use in operating a jet ski watercraft excursion business, subject to the terms and conditions of this Agreement and for no other purpose or use.
 - (a) This license is granted on an "AS IS" basis. The City makes no representations or warranties about the condition of the Licensed Property or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of the Licensed Property.
 - (b) Except as otherwise provided by this Agreement, no changes may be made to the Licensed Property and no permanent additions may be added to the Licensed Property without the City's prior written consent which the City may for any reason decline. At the expiration of this Agreement, or any renewal thereof, the Licensee shall return the Licensed Property to the condition it was in prior to the effective date of this Agreement. Any costs incurred to the City in the restoration of the Licensed Property to its pre-Agreement condition shall be charged to the Licensee.
2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license shall commence at 7:00 a.m. on May 15, 2013 and expire at 6:00 p.m. on October 1, 2013. The license and this Agreement are subject to annual renewal by mutual agreement of the parties on the same terms and conditions.
3. License Fee. Within 30 days of the execution of this Agreement, or of any renewal thereof, the Licensee shall pay to the City a nonrefundable license fee of \$1,650.00.

4. Property Rights. This Agreement only grants a license to use and does not grant or convey to the Licensee any rights, title, or interest in the Licensed Property. The City retains all property rights in the Licensed Property.
5. Requirements of Licensee. This license is subject to the following terms and conditions:
- (a) The Licensee's jet ski watercraft excursion business shall only consist of offering guided excursions on Lake Michigan to the public including the use of watercraft for a fee. Prior to any such excursion, the Licensee shall make reasonable efforts to ensure that its customers are capable of operating the jet ski watercraft in a safe and suitable manner, including ensuring renters are of a suitable age and physical condition to operate the jet ski watercraft, providing fundamental training on the operation and safety features of the watercraft, and providing instructional materials and background information to ensure its customers are capable of operating its jet ski watercraft safely and in compliance with all applicable laws.
 - (b) The Licensee shall instruct its customers not to operate any of its jet ski watercraft within 100 feet of any designated swimming area. The Licensee shall be responsible for ensuring compliance with this requirement.
 - (c) The Licensee shall use reasonable judgment in determining whether to operate, or otherwise utilize its jet ski watercraft when it is readily apparent that weather or water conditions, including but not limited to wind conditions, undertows or rip currents or other wind or weather condition make use of the jet ski watercraft dangerous or unsuitable.
 - (d) The Licensee may install a floating dock on the Licensed Property, in accordance with plans and specifications approved by the City. The Licensee shall be responsible for outfitting the dock with any equipment reasonably necessary for the operation of the jet ski watercraft excursion business.
 - (e) The Licensee shall ensure that its operation of the jet ski watercraft excursion business, and the use and operation of its jet ski watercraft on Lake Michigan comply at all times with applicable local, state and federal laws, rules, regulations, ordinances, orders, permits, and licenses.
 - (f) The Licensee may operate its business on the Licensed Property from 9:00 a.m. to 8:00 p.m., seven days per week, during the term of this Agreement.
 - (g) During the operating hours specified above, the Licensee may moor its jet ski watercraft in a designated area as specified on the attached Exhibit A.
 - (h) The Licensee agrees that, if deemed necessary by City emergency rescue personnel, such personnel may utilize an available jet ski watercraft to respond to public emergencies at no cost to the City.
 - (i) The Licensee shall perform routine buoy maintenance as needed on City beach buoys, which shall include installation of buoys in spring, moving buoys back to their original locations when they are displaced throughout the season, as directed by the City.
 - (j) The Licensee may not sell or vend any food products or other merchandise from the Licensed Property.

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

THIS EXCURSION AND JET SKI OPERATION IS OPERATED EXCLUSIVELY BY LJ AGENCY, INC. d/b/a HARBOR JET SKIS. THE CITY OF SOUTH HAVEN HAS NO ROLE IN ITS OPERATION.

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

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

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

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

10. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in

writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation.

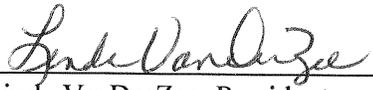
(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three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

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

CITY OF SOUTH HAVEN

LJ AGENCY, INC.

By: _____
Robert Burr, Mayor

By: 
Linda VanDerZee, President

Date Signed: 6-14, 2013

By: _____
Amanda Morgan, Clerk

Date Signed: _____, 2013

CITY OF SOUTH HAVEN
539 PHOENIX ST
SOUTH HAVEN, MI 49090
Phone : (269) 637-0710

Received From:
L J AGENCY INC

Date: 06/17/2013 Time: 1:14:41 PM
Receipt: 42461
Workstation: FC2 Drawer: 2

ITEM REFERENCE	AMOUNT
1201 Hand Coded Items	
LICENSE FEE	\$1,650.00
TOTAL	\$1,650.00
CHECK 516	\$1,650.00
Total Tendered:	\$1,650.00
Change:	\$0.00

Paul Vandenbosch

From: Craig Manser <CraigM@ibexagency.com>
Sent: Thursday, June 20, 2013 9:09 PM
To: Paul Vandenbosch
Subject: Re: Review of insurance requirement

Hi Paul,

Yes, the amount is good because they have \$1,000,000 per occurrence and no aggregate, which is better than having a \$3,000,000 aggregate.

Craig

On Jun 20, 2013, at 5:02 PM, "Paul Vandenbosch" <pvandenbosch@south-haven.com> wrote:

Is the amount correct?

Paul VandenBosch
Project Manager
City of South Haven
539 Phoenix Street
South Haven, MI 49090
269-637-0775 desk
269-637-5319 fax
pvandenbosch@south-haven.com

From: Craig Manser [<mailto:CraigM@ibexagency.com>]
Sent: Thursday, June 20, 2013 3:04 PM
To: Paul Vandenbosch
Subject: RE: Review of insurance requirement

Hi Paul,

The only problem I have with this certificate is that it doesn't name the City as additional insured. I believe I talked before with the City regarding accepting this coverage in lieu of General Liability, which is required by contract. Watercraft liability is the riskier part of their operations which is why I believe we changed to accept this. I would go back and have them name the City as additional insured and if they do that, you should be set.

Craig

From: Paul Vandenbosch [<mailto:pvandenbosch@south-haven.com>]
Sent: Wednesday, June 19, 2013 11:55 AM
To: Craig Manser
Subject: Review of insurance requirement

Craig;

Attached is a certificate of insurance for a jet ski rental operating on City of South Haven property through a license agreement.

The license agreement includes an insurance requirement in paragraph 7 of commercial general liability not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate.

Can you tell me if the insurance provided is the correct type?

Thanks

Paul VandenBosch
Project Manager
City of South Haven
539 Phoenix Street
South Haven, MI 49090
269-637-0775 desk
269-637-5319 fax
pvandenbosch@south-haven.com

CQ2010403	1	322	
POLICY NUMBER	ENT. NO.	BRANCH	PRODUCER

ENDORSEMENT POLICY ISSUE
EFFECTIVE DATE: 5/25/13

WATERCRAFT DECLARATIONS PAGE

PAGE: 1 Of 1

MARKEL AMERICAN INSURANCE COMPANY
 GLEN ALLEN, VIRGINIA
 1-800-236-2862

YOU AS NAMED INSURED, ADDRESS, ZIP CODE						
LJ AGENCY, INC. DBA HARBOR JET SKIS 70720 2ND AVE SOUTH HAVEN, MI 49090						
NAVIGATIONAL LIMITATIONS						
WATERS OF THE GREAT LAKES AND TRIBUT., NO FURTHER THAN 1 MILE OFFSHORE & INLAND LAKES, RIVERS AND WATERS OF USA.						
POLICY PERIOD 12:01 A.M. STANDARD TIME AT YOUR ADDRESS						
FROM			TO			TERM
MO.	DAY	YR.	MO.	DAY	YR.	
05	25	13	05	25	14	12

BROKER/PRODUCER, ADDRESS, ZIP CODE	
PHONE: 231-947-9611 GLOBAL MARINE INSURANCE AGENCY 12935 S WEST BAYSHORE DRIVE TRAVERSE CITY, MI 49684	
LIENHOLDER, ADDRESS, ZIP CODE	
CITY OF SOUTH HAVEN 539 PHEONIX ST SOUTH HAVEN, MI 49090	

WARRANTED LAYUP FROM 10/01 TO 5/14 12:01 A.M. STD

2012 03 PWC NO WS	10' 4" SEE SCHEDULE	160HP
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COVERAGES: This policy provides only the Insurance for which a specific premium charge is indicated below, or which is indicated as included without specific charge either below or in your policy. Detailed descriptions and any limitations will be found below or in your policy.

ADD CHANGE DELETE	COVERAGES	AMOUNT OF INSURANCE OR LIMIT OF LIABILITY	PREMIUM	PREMIUM CHANGE
	WATERCRAFT & EQUIP-ACV	\$15,000	\$594	
	WATERCRAFT LIABILITY-BI & PD	LESS \$1,000 DED/PER UNIT \$1,000,000 EA OCCURRENCE LESS \$1,000 DED	\$2,592	
	EXCL CREW LIAB BI & PD			
	MINIMUM EARNED PREMIUM \$1,000			
	LISTED CITY OF SOUTH HAVEN AS ADDITIONAL INSURED SUBJECT TO ACCELERATED CANCEL			
	ENDORSEMENTS APPLICABLE: GLB-0302 TRIA-0208 WCCN-1095 WC5001-1095 WC5012-1095 WC5108-0807 WC5008-0305* WC5010-0305 WC5065-0900 WC5067-0600			
	ACV = ACTUAL CASH VALUE			
		UNIT 001 PREMIUM: \$3,186.00		\$.00
		TOTAL POLICY PREMIUM: \$3,186.00		**NONE**

SIGNED (DATE) MAY 25, 2013

AT (CITY & STATE) TRAVERSE CITY, MI

BY *Michael J. Smith*
 Licensed Agent

6/24/13

CQ2010403
POLICY NUMBER



MARKEL AMERICAN INSURANCE COMPANY

ADDITIONAL INSURED/SUBROGATION WAIVER ENDORSEMENT

In consideration of the premium paid, We agree that the Watercraft Liability coverage under Section IV of the Policy extends to the persons or organizations named on the Declarations Page as Additional Insureds. However, this applies only to their interests and subject to all limitations, conditions and provisions of this Policy.

Any Additional Insured listed on the Declarations Page shall be considered an Insured Person for purposes of Liability Coverage in Section IV only. The Agreement, Section I; Definitions, Section II; General Conditions, Section VIII; and Liability Coverage, Section IV apply to the Additional Insured(s) as if an Insured Person except as provided in the Endorsement. No coverage section in the Policy other than Section IV shall provide insurance coverage for any Additional Insured.

This Policy excludes coverage to any Additional Insured(s) for Bodily Injury or Property Damage caused directly or indirectly by any maintenance, repair or servicing to the Insured Watercraft by any Additional Insured.

Nothing herein contained shall be held to waive, alter, vary or extend any agreements, conditions, coverage or terms of this policy except as stated above.



City of South Haven

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

July 8, 2013

Michael Fidelman
169 50th St
Grand Junction, MI 49056

Dear Mr. Fidelman;

It has been brought to my attention that Adventure Water Sports rental craft were launched from Black River Park.

DO NOT LAUNCH RENTAL CRAFT AT BLACK RIVER PARK UNTIL YOU HAVE RECEIVED A LICENSE AGREEMENT WITH THE CITY. DO NOT USE CITY PROPERTY TO OPERATE YOUR BUSINESS WITHOUT A LICENSE AGREEMENT APPROVED AND EXECUTED BY THE CITY.

The South Haven Harbor Commission will consider your request for a license agreement on July 16, 2013, at its meeting at 5:30 pm at Council Chambers, South Haven City Hall.

Sincerely;

Paul VandenBosch
Harbormaster