

Harbor Commission

Regular Meeting Agenda

**Tuesday, November 20, 2012
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: October 16, 2012 Meeting

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

5. Marina Reports

6. Charter Fishing

7. General Comments

Member and Staff Comments

Adjourn

RESPECTFULLY SUBMITTED,
Paul VandenBosch
Secretary, Harbor Commission

Harbor Commission

Regular Meeting Minutes

Tuesday, October 16, 2012
5:30 p.m., City Hall Council Chambers
South Haven City Hall



City of South Haven

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

Roll Call

Present: Jeffers, Pyle, Silverman, Strong, Sullivan, Arnold
Absent: Stephens

Also present: Brandy Gildea, Parks and Recreation Supervisor

2. Approval of Agenda

Motion by Silverman, second by Sullivan to approve the agenda with the following addition:

- Item 7. Van Buren County Conservation District

All in favor. Motion carried.

3. Approval of Minutes: September 18, 2012 Meeting

Motion by Silverman, second by Sullivan to approve the September 18, 2012 regular Meeting Minutes as written.

All in favor. Motion carried.

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

None at this time.

5. Marina Reports

VandenBosch gave an overview of the Marina Reports, noting that there is still time to get deposits for seasonal rentals of slips. After questions, VandenBosch explained that the deadline for deposits is in November. VandenBosch noted that the months of April, May and June were good especially compared to last year. The months of August and September

were very low and the difference may be using the State reservation system. VandenBosch pointed out that the boat launch did very well; last year we did not have the cards but this year we do and the system is back up. VandenBosch reviewed the River Maintenance Fund, noting that there will be some money available for dredging. The board discussed how the costs of dredging will be shared; half of the cost will be paid by the River Maintenance Fund.

Silverman wondered if dredging is done on both sides of the bridge, but not getting to the high spots. Silverman said the Harbor Commission recommended to the City Council two meetings ago that City Council start developing a funding source for dredging. Silverman noted that the special assessment process is lengthy, due to discussion on who to assess, and the public wants to weigh in on that. VandenBosch noted that a special assessment is generally tied to a specific project.

VandenBosch noted that the City is taking bids for dredging the main channel and there is a permit for the Maritime Museum Marina; there has not yet been an estimate of costs. As the work progresses, VandenBosch has talked to the engineer about putting together a bid for the other marinas, and there has been some discussion about spot dredging. VandenBosch agreed that there are several places that will need spot-dredging. That would be a future bid when we have a permit or are close enough to have a permit.

Responding to Silverman's questions, VandenBosch said that a special assessment is tied to a project; once we have an estimate of cost we can determine the fairest way to fund that. Silverman said it may be a good time to bring a request to legislators before the November election. VandenBosch noted that any individual can approach a legislator, while the board can try to approach them with a motion or a letter which the board approves. VandenBosch also noted that this is a very busy time of year for those in government office.

Silverman mused on the definition of a commercial harbor. Strong noted that according to Coast Guard standards charter fishing boats are not considered commercial. Sullivan commented that it may be based on the tonnage. Strong reiterated that the Coast Guard has certain standards and charter fishing boats do not fall under their definition of commercial.

Motion by Silverman, second by Sullivan that the South Haven Harbor Commission request that our federal senators and representatives support the funding by the federal government of the dredging of the South Haven Harbor from the bridge through the pier heads.

All in favor. Motion carried.

Silverman will communicate that motion to the offices of our senators and representatives. VandenBosch will get the engineer working on a bid spec and cost estimate to do the spot dredging that will need done in the river. Silverman pointed out another area that will need spot dredging just outside of the bridge in front to Jensen's.

VandenBosch updated the board that the North Marina building was demolished today; so the project is started and the heat is on.

VandenBosch pointed out the projections of Lake Michigan water levels. The board discussed some of the difficulties being experienced by boaters in the river.

6. Recreation Plan

VandenBosch introduced Brandy Gildea, Parks & Recreation Supervisor, who explained that a Recreation Plan is a requirement for applying for State grants. The Parks Commission has started to look at capital improvement that might be able to be done in the parks and beaches. Gildea requested comments and recommendations of possible projects. Silverman asked if he can e-mail his comments to Gildea; Gildea responded positively, noting that the Plan will be going to the Planning Commission and be open for public comment in the near future.

Sullivan noted that he was very impressed with the Plan; learned that there was a Black River launch near the bridge. Gildea responded that launch site is in the township. Gildea said she can pass on comments on any aspect of the Plan to any of the involved entities.

Pyle commented that when we did projects on the history of South Haven in school, it was always difficult to find information; noted that there is so much information here that could be used by the schools. Silverman noted that making teachers aware that it is available as a resource is valuable. Gildea said when we do the public hearing we may do it with both the School and the City.

7. Van Buren County Conservation District

Matt Meersman, Watershed Coordinator: Explained that the Conservation District got a grant a couple of years ago to focus on outreach for protection of the Black and Paw Paw River watersheds. Meersman was referred to this group by Harbor Commission member Mary Stephens and recommended that “you could be a great audience for the data set that we have available”. Meersman noted that South Haven is at the receiving end of the draining of the thousands of acres of the Black River watershed.

Meersman explained that wetlands serve two important functions; the first is to capture some of the sediment as it goes through the wetlands and the second aspect is to act as a sponge for much of the water from a rain event and release it over the next five (5) days. Meersman noted that this study gives the hope of a long-term strategy, one that will not solve your problem this year or next year. This long term strategy can help the City target focus on things upriver that you could do with respect to wetland restoration.

Regarding the special appeal to legislators, Meersman stated that it has gotten harder and harder to get money for dredging. For the work Meersman does, the government does not want to give dollars for projects that are a band-aid kind of fix. Something that is actually getting to the root of the problem, that shows how important this watershed is to these two counties and shows that there can be a long-term fix, you might be able to leverage some funds for some projects that will help with the dredging or the need for dredging.

Meersman pointed out that not all wetlands are created equal. Spending some resources on educating landowners that own properties that are good at sediment retention. Conservation easements can be put on their wetlands, and there are tax advantages for the landowner

and the advantage to the City is the knowledge that those wetlands will continue to be there. The Wetland Reserve program pays farmers to restore land back to wetlands. People that have marginally productive ground can certainly find this program to be worth looking at. Parcel data from Van Buren and Allegan has enabled Meersman to find out who the owners are of these wetlands and he has made those available in table form on the handout he distributed.

Silverman asked for a word description of a wetland. Meersman stated that a wetland is defined by water that is present at or near the surface part or all of the year. Other features include that the land has wetland plants or has hydric soils, a type of soil that develops under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions

Silverman asked what a farm would have to do to convert corn fields back to wetland. Meersman responded that sometimes it is as simple as breaking tile lines and/or ditching. The great thing about the wetland reserve program is that it pays 100% of the costs of restoration and then provides a certain amount of money to maintain it. At that point it becomes permanent wetlands; you can hunt it, walk it or sell it, but you cannot drain it again for building or agriculture.

Silverman asked how many acres would need to be put back to wetlands to make a measurable difference. Meersman said he cannot, personally, answer that question, but would like to do a study of a small area sample area to get a better idea. Meersman said that most presenters he has heard talk about the places the native people used to ford the river; at that time 99% of the rainfall that fell soaked in and was distributed to the river through the groundwater. During that time, there was no measurable change in water level from season to season. VandenBosch pointed out that the water would be colder and there would be more of a trout stream.

Meersman said you can get at a lot of problems through projects with the wetlands. There are funds out there to help with conservation easements. Many of the large wetland owners are receptive to keeping them that way. Most of the acres that were gobbled up were during the time that it was very popular to drain wetlands.

Meersman showed a map showing the significance of the wetlands, red, green and orange indicate significant wetlands. VandenBosch asked how we can support this. Meersman said the Conservation District could provide you with a mailing list and a list of some of the programs that are available. The strategy would be to send a list out from the Harbor Commission, making landowners aware of the tax incentives and other financial incentives. There are programs out there to keep wetlands if they exist or restore them if they do not currently exist.

Silverman noted that putting farmland back into wetlands would eliminate some of the sediment in the river. Stream flow maintenance is another important function that is important in controlling the flow in the river. VandenBosch noted that it would improve fishing. Meersman said South Haven Harbor could benefit from this program. Meersman noted that the case can be made that these activities will benefit the City of South Haven.

VandenBosch asked if there is a group we can support. Meersman noted that the Two Rivers Coalition, a non-profit group; they don't have a lot of funds but they can put on presentations and are working incredibly hard on this.

Pyle asked about impact of run off from farms upstream. Meersman said which are higher priority wetlands; the ones downstream of the polluted areas are the ones he supports. Within the City, Meersman noted, the Celery Pond is the biggest resource. The Celery Pond is doing a job; it is working for us, it is capturing a ton of sediment, only the hardiest plants can survive in that wetland because it is being hammered so hard.

Meersman explained that the biggest funding source is the United States Department of Agriculture. The wetlands can be restored simply for pollution reduction. Meersman said if we could just put a 100' buffer around the existing rivers and streams, this would at least get some of the sediment out of the water before it gets to South Haven.

Meersman distributed cards with his contact information and noted that he and Erin Fuller, Black River Watershed Coordinator, are both available for questions at any time.

Member and Staff Comments

VandenBosch: Reviewed the information about the dredging permits and bids.

Arnold: None

Jeffers: None

Pyle: When will the launch ramps be taken out? VandenBosch said staff has been asked to keep them in as long as possible. Pyle noted that there is a river tournament November 24. Pyle noted that if there is snow, the parking lot would need to be plowed and the docks in.

Pyle suggested something like solar parking meters along the headwall for people to come up along the headwall where boats could pull up for a few hours. VandenBosch noted it has been talked about a little bit but discussion did not really come to any conclusion; believes it would be easy to do. Pyle also noted that they get people coming in to their store after hours looking for a place for the night.

Pyle also noted that the next meeting is scheduled for Nov. 20, which is right before Thanksgiving and she will be out of town. Strong stated that he will be in the Upper Peninsula, hunting.

Silverman: Asked who staff is working with on the bids for dredging. VandenBosch noted Abonmarche is putting together the bid documents and King is interested in bidding. Silverman asked if they can also provide an estimated bid for dredging individual private slips so that the public has an idea of what it will cost them to get their slip dredged. VandenBosch related it to doing street projects, where an individual wants to put in a new driveway in an area where streets are being worked on; the City gives the individual the contractors contact information. VandenBosch said he thought it would be fairly easy to get such a bid, for what it would cost to dredge a slip. VandenBosch noted it could be

condominium marinas, as well as individual slips. VandenBosch said our permit includes harbor line to harbor line and our marinas; it does not include the private marinas. Silverman noted the tediousness of doing joint applications; is there a way to expand the City's application without expanding the work. VandenBosch said part of the permit is responsibility for dredge spoils. The City has to identify exactly where dredge spoils have to go. The purpose of the permit is to identify responsibility for taking care of dredge spoils. The City may not want to take on the spoils of each individual property owner.

Strong: None

Sullivan: Asked whether there will be any dredging upstream for future bids. VandenBosch said either there will be a separate bid for future work, or there will be a unit price that could be applied to future work. Staff is thinking about the future projects; all of the marinas and the areas we talked about spot-dredging. After a question regarding whether there could be a contract for multi-year dredging contract for maintenance, spot-dredging for five (5) years or the length of the permit, VandenBosch said we could ask but there are variables such as fuel prices that change from year to year. Sullivan asked whether sediment traps are included in the bid documents. VandenBosch noted that the sediment traps could be but there is one near Kalamazoo Street which has some landscaping nearby and it created a lot of mess last time.

Adjourn

Motion by Strong, second by Sullivan to adjourn at 6:54 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Marina Fund Revenue

Marina Fund Revenue
As of October 31, 2012

Fiscal Year Ending in	Revenue	Operational	Net
Seasonal	Transient	Total	Expense
			Revenue
2002	234,236	161,984	396,220
2003	259,840	166,084	425,924
2004	280,151	167,907	448,058
2005	282,245	170,944	453,189
2006	300,819	173,817	474,636
2007	343,171	170,869	514,040
2008	368,408	168,362	536,770
2009	377,955	166,674	544,629
2010	350,635	161,584	512,219
2011	314,270	140,546	454,816
2012	330,660	151,046	481,706
2013	5,190	66,671	71,861

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.

	Seasonal Marina Revenue												Calendar Year Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
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	0	0	305,110

	Transient Marina Revenue												Calendar Year Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
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	0	0	115,543

City of South Haven
 Black River Park Fund - Fund 545
 For the period ended October 31, 2012

<i>Revenues:</i>	<i>Month Actual</i>	<i>YTD Actual</i>	<i>2012-13 Adpoted Budget</i>
State Grant	\$ - # \$	-	\$ -
Charges for Service	338	46,353	145,500
Interest and Rents	-	49	3,000
Other Revenue	47	72	-
Total Revenues	\$ 384 # \$	46,475	\$ 148,500

<i>Expenses:</i>	<i>Month Actual</i>	<i>YTD Actual</i>	<i>2012-13 Adpoted Budget</i>
Personnel Costs	\$ 2,077	\$ 20,327	\$ 43,021
Supplies	99	370	3,400
Admin/Computing/Equipment Fees	2,042	8,169	24,508
Contractual Services	475	2,852	26,500
Utilities	1,035	3,452	7,702
Other Services and Charges	604	3,153	9,600
Repairs and Maintenance	-	3,222	9,000
Capital Outlay	-	-	-
Operating Transfers Out	-	-	5,800
Total Expenses	6,333	41,545	129,531
Depreciation	-	-	46,000
Total Expenses and Depreciation	\$ 6,333	\$ 41,545	\$ 175,531

Net Fund Change	\$ (5,949)	\$ 4,930	\$ (27,031)
Retained Earnings June 30		\$ 640,318	
Less Net Capital Assets		\$ (515,894)	
Net Undesignated Reserves		<u>\$ 124,424</u>	
Add Seasonal Rentals paid but not posted to income yet		\$ 44,036	
Deduct Expenses paid in advance, not posted to expense yet			
Deduct Amount due from Beach, Rev earned but not in cash		\$ (13,315)	
Add Accounts Payable owed but not paid yet		<u>\$ 885</u>	
Adjusted Undesignated Reserves		<u><u>\$ 160,959</u></u>	
Cash & Investments Balance		<u><u>\$ 160,959</u></u>	

Black River Park Revenues

Black River Park Revenue
As of October 31, 2012

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	4,345	7,114	33,625	930	46,014	41,545	4,469

Note: Operational Expense does not include depreciation of approximately \$46,000 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 \$5,800 annually

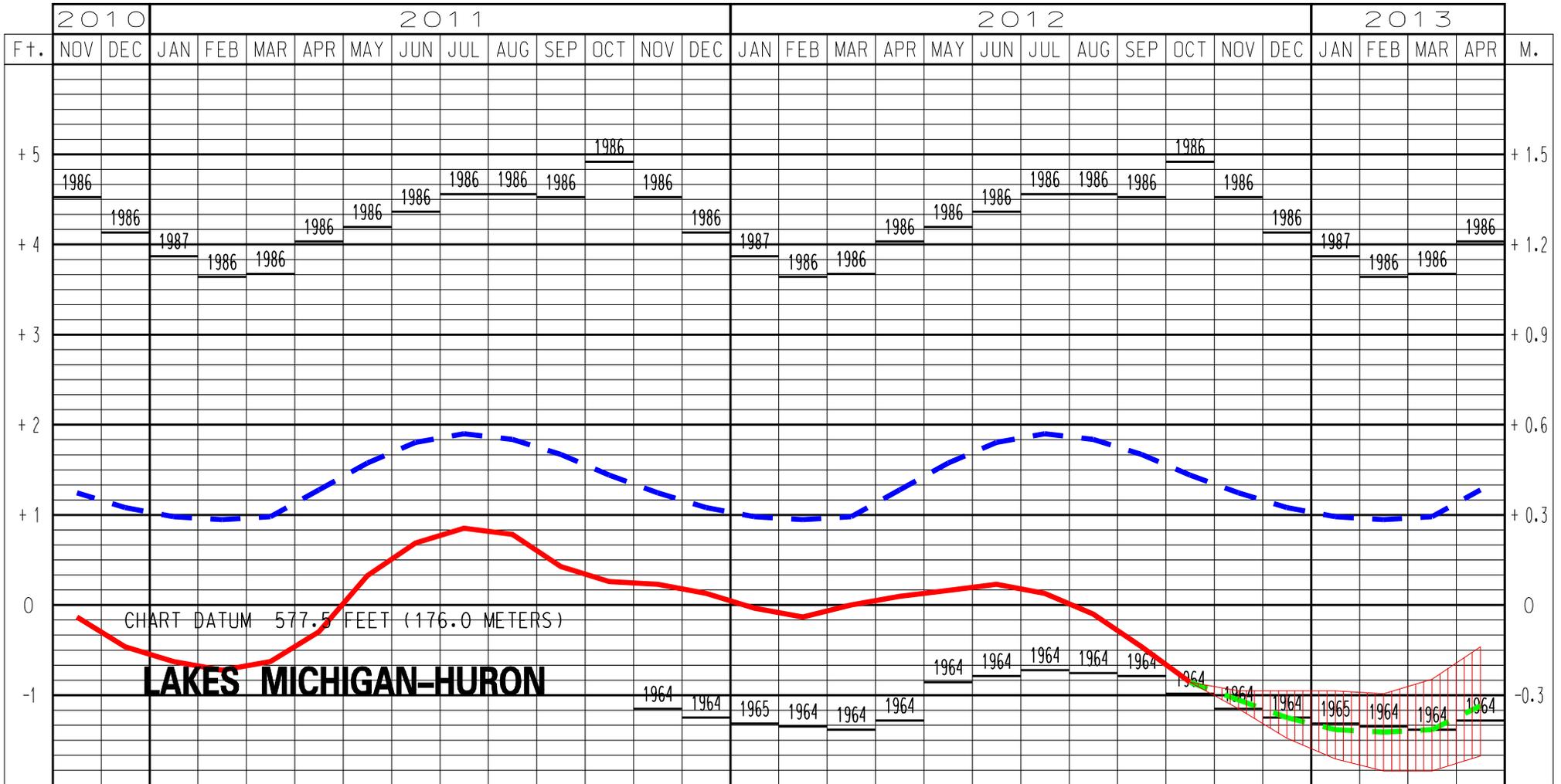
Boat Launching & Parking Fees Revenue													Calendar Year
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2007	0	0	0	1,289	4,160	7,725	13,459	7,941	5,917	1,808	0	0	42,299
2008	0	0	0	831	2,768	5,172	11,030	10,046	4,709	2,170	0	0	36,726
2009	0	0	0	370	3,378	5,558	10,738	7,704	8,311	812	0	0	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	-90	0	0	50,675

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

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	0	0	65,005

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

LAKES MICHIGAN-HURON WATER LEVELS - NOVEMBER 2012



LEGEND

LAKE LEVELS

RECORDED

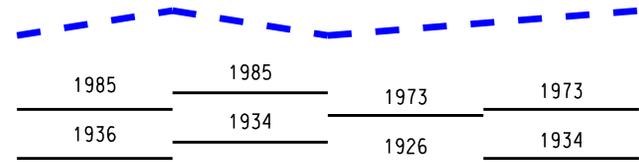
PROJECTED



AVERAGE **

MAXIMUM **

MINIMUM **



** Average, Maximum and Minimum for period 1918-2011

11/13/12

City of South Haven Municipal Marinas
Seasonal Slip Availability

	October, 2012	April 2012
North Side Marina	24	35
Museum Marina	9	13
Black River Park Marina	25	27

October 30, 2012

TO: Brian Dissette

FR: Paul VandenBosch

RE: Charter Fishing Boat at the South Side Marina

Chad Bard has requested that he be allowed to operate a charter fishing boat out of the South Side Marina.

The attached license agreement provides for insurance requirements, operational requirements, and a provision for termination in case of breach of agreement.

The marina slip fee has been doubled for this commercial use and the charter fishing boater will be charged \$5,830 for the season as a commercial rate.

The South Side Marina realized a drop in transient revenue from the previous year. The 2011 season transient revenue at South Side Marina was \$139,930 and 2012 transient revenue was \$115,343. Our goal with this request is to increase South Side Marina revenue, and to encourage development of the charter fishing business in South Haven Harbor. We are interested in attracting other charter fishing vessels to the South Side Marina.

LICENSE AGREEMENT

This License Agreement is made as of _____, 2012, between the City of South Haven, a Michigan municipal corporation, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090 (the “City”), and IT-IL-DO Charters, LLC, a Michigan Limited Liability Company, the principal business address of which is 46379 Leedy Point Road, Bloomingdale, MI 49026 (the “Licensee”).

RECITALS

- A. The City owns and operates the Southside Municipal Marina (“Marina”) as is described and depicted on the attached Exhibit A.
- B. The Licensee wishes to provide a charter fishing boat operation on Lake Michigan to be operated primarily from the Marina during fishing season.
- 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 for commercial use, seasonal slip number 26 in the South Side Marina (the “Marina Slip”), for its use in operating a charter fishing boat business, subject to the terms and conditions of this Agreement and for no other purpose or use.
2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license shall commence at 5:45 a.m. on April, 15, 2013 and expire at 9:30 p.m. on October 15, 2013.
3. License Fee. Within 30 days of the execution of this Agreement the Licensee shall pay to the City a nonrefundable license fee of \$1 and Marina Seasonal Slip Fee of \$5,830.
4. Property Rights. This Agreement grants only a license to use and does not grant or convey to the Licensee any rights, title, or interest in the Marina Slip. The City retains all property rights in the Marina Slip. Except as otherwise provided by this Agreement, no changes may be made to the Marina Slip, including no modifications or additions, without the City’s prior written consent. At the expiration of this Agreement, or any renewal, the Licensee shall return the Marina Slip to the condition it was in prior to the effective date of this Agreement. The Licensee shall pay any costs incurred by the City to repair or restore the Marina Slip to its pre-Agreement condition.
5. Parking. No parking will be provided specifically for the Licensee’s charter fishing boat operation. Customers must use the general public parking area provided at the Marina. Customers may also use the Marina loading area on Water Street for a maximum of 15 minutes.
6. Nonexclusive License. This license is not exclusive to the Licensee. The City may license other charter fishing boat operations at its marinas.
7. Requirements of Licensee. This license is subject to the following terms and conditions:
 - (a) The Licensee’s charter fishing boat business shall consist only of offering chartered fishing excursions on Lake Michigan to the public for a fee. No other use is permitted by this license.

(b) The Licensee may advertise its charter fishing boat business at the Marina by displaying the Licensee's name, phone number and other contact information on a dock box near the Marina Slip, by placing advertising literature in a flier box on or near the southwest side of the Marina, and by displaying a flag or banner flown on its vessel. No other advertising information may be placed on Marina or other City-owned property without the prior written consent of the Marina Manager.

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

(d) The Licensee may operate its business from the licensed Marina slip from 5:45 a.m. to 9:30 p.m., seven days per week, during the term of this Agreement.

(e) The Licensee understands and acknowledges that, from time to time, its vessel may be required to be relocated from the Marina to accommodate special events. At the time of the execution of this Agreement, there are no such events scheduled. If an event is scheduled that requires the Licensee to remove its vessel, the City shall notify the Licensee in writing at least 60 days in advance.

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

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

(h) The Licensee shall remove and dispose of all fish and fish remains, including bait, offsite.

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

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

10. Assignment or Use by Others Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement and may not allow any other

person or entity to use the Licensed Property for any purpose without the City’s prior written consent.

11. 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 early 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 advertising dock box and restore the Marina Slip to the condition it was in prior to the date of this Agreement.

12. Miscellaneous.

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

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

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

CITY OF SOUTH HAVEN

IT-IL-DO Charters, LLC

By: _____
Robert Burr, Mayor

By: _____
Chad Bard, Co-Owner

Date Signed: _____, 2012

By: _____
Amanda Morgan, Clerk

Date Signed: _____, 2012

Southside Marina



DOCK #	SIZE
1-6	HW
7-11	45'
12-13	40'
14-17	35'
18-29	30'
30-31	35'
32-35	40'
36-39	45'
40	50'



Marina Locator Map

