



**City of New Buffalo
224 W. Buffalo Street
New Buffalo MI 49117
SPECIAL COUNCIL MEETING AGENDA
June 2, 2021 6:30 PM**

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comment
5. Old Business
 - a. New Buffalo Area Recreation Authority
6. New Business
 - a. Purchase of Beach Rake
 - b. Resolution in Opposition of HB 4722 and SB 446
7. Council Comments
8. Adjournment



TO: Mayor Humphrey and the New Buffalo City Council

FROM: Darwin Watson, City Manager

DATE: June 2, 2021

RE: New Buffalo Area Recreation Authority - Articles of Incorporation

ITEM BEFORE THE COUNCIL:

Approval of the New Buffalo Area Recreation Authority (“NBARA”) - Articles of Incorporation

DISCUSSION:

The City of New Buffalo, New Buffalo Township and New Buffalo Area Schools each own and operate recreational facilities. Furthermore, these entities recognize they have a mutual interest in recreational facilities and in the potential of recreational facilities that may be acquired or developed in the future to serve the greater New Buffalo community.

As a result of these shared benefits, the parties wish to provide for collaboration and joint oversight of existing facilities as well as possible cooperative efforts in other recreational endeavors as their respective governing bodies might subsequently approve. To this end, the parties deem it in the best interests of their constituents to establish a recreational authority and to provide for its funding, operation and maintenance.

The NBARA will be established to acquire, construct, operate, maintain and improve public swimming pools, public recreation centers, public auditoriums, and public parks within the jurisdictional limits of the participants.

RECOMMENDATION:

That Mayor Humphrey and the New Buffalo City Council approve the Articles of Incorporation for the New Buffalo Area Recreation Authority.

**ARTICLES OF INCORPORATION FOR THE
NEW BUFFALO AREA RECREATION AUTHORITY**

These Articles of Incorporation for the New Buffalo Area Recreation Authority ("NBARA") are adopted among the City of New Buffalo, a Michigan municipal corporation the principal business address of which is 224 W Buffalo Street, New Buffalo, MI 49117 (the "City"), New Buffalo Township, a Michigan general law township the principal business address of which is 17425 Red Arrow Highway, New Buffalo, MI 49117 ("NBT"), and the New Buffalo Area Schools, a Michigan public school district the principal business address of which is P.O. Box 280, 1112 East Clay Street, New Buffalo, MI 49117 ("NBAS") to take effect as of **Month X, 2021**.

RECITALS

- A. The Recreational Authorities Act, 2000 PA 321, as amended, MCL 123.1131 *et seq.* ("Act 321"), authorizes two or more municipalities as defined in Section 3 (g) of 2000 PA 321 to establish recreational authorities.
- B. The Urban Cooperation Act of 1967, 1967 PA 7, Ex.Sess., as amended, MCL 124.501 *et seq.* ("Act 7"), authorizes interlocal agreements between public agencies to exercise jointly any power, privilege or authority which the agencies share in common and which each might exercise separately.
- C. The parties are public agencies as defined in Act 7 and the municipal entities are authorized by Act 321 to establish a recreational authority.
- D. Each of the parties own and operate recreational facilities that are used by residents of the greater New Buffalo are community.
- E. The parties recognize their mutual interest in these facilities and in similar recreational facilities that may be acquired or developed in the future. Accordingly, they wish to provide for collaboration and joint oversight of existing facilities as well as possible cooperative efforts in other recreational endeavors as their respective governing bodies might subsequently approve.
- F. Accordingly, the parties deem it to be in the best interests of their constituents to establish a recreational authority and to provide for its funding, operation and maintenance.

**ARTICLE I
CREATION**

- 1.1 **Creation.** There is established the New Buffalo Area Recreation Authority (the "NBARA") in accordance with Act 321, Act 7, and the terms of these Articles, the members of which shall be the City and NBT. The NBARA shall be a public body corporate.
- 1.2 **Purpose.** The NBARA is hereby established to acquire, construct, operate, maintain and improve public swimming pools, public recreation centers, public auditoriums, and public parks and for such other purposes as may from time to time be authorized by Act 321 all within the specified jurisdictional limits of the cities, townships and villages (if any) that may be part of the NBARA.
- 1.3 **Territory.** The NBARA shall operate within the combined jurisdictional limits of each member city and township, or village (if any).
- 1.4 **Board.**
 - (a) The NBARA shall be governed by a board consisting of seven members:
 - (1) The mayor of the City with the consent of the City Council shall appoint two members. The NBT supervisor with the consent of the NBT Board shall appoint two members. The president of the NBAS school board with the consent of the NBAS school board shall appoint two members. Those board members appointed by the City, NBT and the NBAS shall appoint one

- at-large member who shall represent those persons using and/or contributing funding or other support to the NBARA. Because of the need for contractual relationships between the parties and the NBARA, no member of the NBARA board shall be an elected official of the City, NBT, or NBAS.
- (2) If one additional municipality joins the NBARA as provided in these articles of incorporation, then the chief executive officer of that municipality, with the consent of its governing body, shall appoint two board members making a nine-member NBARA board.
 - (3) If the parties wish to add two or more additional municipalities to the NBARA, an amendment to this contract shall be required.
- (b) Board members shall serve a three-year terms and may be reappointed. Vacancies and the removal of members shall be as follows:
- (1) A vacancy prior to the expiration of a term shall occur upon any of the following: (i) the death of the incumbent, (ii) the incumbent's resignation, (iii) the incumbent's removal from office, (iv) the incumbent's ceasing to reside within the jurisdictional limits of the appointing entity (in the case of the at-large members, this means the entire jurisdictional limits of the NBARA), (v) the incumbent's conviction of any infamous crime, or of any offense involving a violation of the incumbent's oath of office, (vi) the decision of a court or other competent tribunal, declaring void the incumbent's appointment, or, (vii) the incumbent's refusal or neglect to take the oath of office, or to give, or renew any official bond, or to deposit such oath, or bond, in the manner and within the time prescribed by law.
 - (2) A board member may be removed by the appointing body for good cause shown after a public hearing.
 - (3) A vacancy on the board shall be filled in the same manner and by the same persons and body as the original appointment. Those appointed to fill a vacancy created prior to the expiration of a term shall serve until the completion of the unexpired term.
- (c) At its first meeting, the board shall elect a chairperson, a secretary, a treasurer and any other officers it considers necessary. Officers shall be elected by the board annually at the first meeting following January 1 of each year.
- (1) The chairperson shall preside at all meetings of the board and shall have all privileges and duties of a board member, including the right to vote on all matters. The Chairperson shall be elected by a majority of the board, annually, from the board's membership.
 - (2) The secretary shall keep or cause to be made all reports, records and minutes required by these articles of incorporation or applicable law.
 - (3) The treasurer shall keep or cause to be made all appropriate financial records and reports required by these articles of incorporation or applicable law.
- (d) Members of the board shall serve without compensation, but may be reimbursed for reasonable expenses, including expenses for travel previously authorized by the board, incurred in the discharge of his or her official duties.

1.5 Meetings.

- (a) The board shall meet at least quarterly and shall annually establish a meeting schedule which shall be posted at the offices of the City, NBT and the NBAS, and any subsequent municipal members, in the manner and time provided by law.

- (b) All business of the board shall be conducted at public meetings held in compliance with the Open Meetings Act, 1976 PA 267, as amended, and all records of the NBARA shall be made available in compliance with the Freedom of Information Act, 1976 PA 442, as amended.
- (c) Special board meetings may be called by the chairperson or any two board members. All members shall be notified in writing at least 18 hours prior to a special meeting.

1.6 Voting.

- (a) A majority of board members shall constitute a quorum.
- (b) Official action may be taken upon the vote of a majority of the board members present, unless the board adopts bylaws requiring a larger number.

1.7 Minutes.

- (a) Minutes of all board meetings shall be prepared and approved as required by law, including the Open Meetings Act, 1976 PA 267, as amended. Copies of minutes shall be sent or delivered to the City, NBT, the NBAS, and any subsequent municipal members as soon as reasonably possible following a board meeting.
- (b) Minutes and other public records shall be kept and made available from either the City, NBT, the NBAS, and any subsequent municipal members in accordance with the Freedom of Information Act, 1976 PA 442, as amended.

1.8 Bylaws.

- (a) The board may adopt procedural bylaws for the conduct of its meetings.
- (b) Robert's Rules of Order, when not in conflict with these articles of incorporation or any procedural bylaws adopted by the board, shall govern all meetings.

- 1.9 Conflict of Interest. Board members shall have a duty to vote on matters before the Board except to the extent that a Board member has a direct conflict of interest. Any potential conflict of interest shall be disclosed to the Board and the remaining Board members shall vote to determine whether a conflict of interest exists so as to excuse the Board member from voting. A Board member does not have a conflict of interest with respect to a proposed contract or other issue simply because the contract or other issue involves or affects the City, NBT, or NBAS.

ARTICLE II OPERATIONAL REQUIREMENTS

- 2.1 Powers. The NBARA may do one or more of the following:

- (a) Acquire and hold, by purchase, lease with or without option to purchase, grant, gift, devise, land contract, installment purchase contract, bequest, or other legal means, real and personal property inside or outside the territory of the NBARA. The property may include franchises, easements, or rights of way on, under, or above any property. The NBARA may pay for the property from, or pledge for the payment of the property, revenue of the NBARA. Notwithstanding any other provision of these Articles, the acquisition of property by purchase, lease, or any other means shall require (in addition to an affirmative vote of the NBARA board) the affirmative vote of the governing board for each constituent party.
- (b) Apply for and accept grants or contributions from individuals, the federal government or any of its agencies, this state, a municipality, or other public or private agencies to be used for any of the purposes of the NBARA.

- (c) Hire full-time or part-time employees and retain professional services.
- (d) Provide for the maintenance of all of the real and personal property of the NBARA.
- (e) Assess and collect fees for services provided by and expenses incurred by the NBARA.
- (f) Receive revenue as appropriated by the legislature of this state or a participating municipality.
- (g) Enter into contracts incidental to or necessary for the accomplishment of the purposes of the NBARA.
- (h) Exercise such other powers as may from time to time be authorized by Act 321 to the extent approved by all of the governing bodies of each of the municipalities and the NBAS.

2.2 Function.

- (a) The NBARA shall operate, maintain, repair, replace, and improve facilities under its control, and to plan, implement, oversee, and control recreational programs and recreational services in accordance with the direction of the board and within its budget.
- (b) The NBARA may purchase or lease such property as it deems appropriate to deliver recreational services. To the extent they offer, the NBARA may identify supplies, inventory, equipment, apparatus, and other personal property currently in use by the municipalities and the NBAS for use by the NBARA. For those items purchased, a bill of sale for such items and all title shall be transferred to the NBARA.
- (c) The City, NBT, the NBAS, or any subsequent municipal members may have property titled in their names which they may allow the NBARA to operate, maintain, and improve according to terms and conditions of a written lease agreement or other agreement that is approved by the NBARA board and by the governing body of the entity owning the property. Any such lease agreement shall provide that there shall be no rent or other payment made for the use of such property but shall provide that the NBARA will hold the entity owning the property harmless from and indemnify it for claims, judgments, awards and other losses resulting from the NBARA's operation, maintenance or improvement of such property and shall also provide for insurance to cover any such obligation the NBARA may have. The parties anticipate that the NBARA shall lease and assume control of, at a minimum, the recreational facilities listed on the attached **Exhibit A**. The parties and the NBARA board shall work together cooperatively to effectuate these transfers as soon as reasonably possible. The approval of these Articles by the City, NBT, and NBAS shall constitute an approval of the acquisition of the facilities listed on Exhibit A, in accordance with the voting requirements in Section 2.1(a) above.
- (d) The NBARA shall hold the municipalities and the NBAS harmless from, indemnify them for, defend them (with legal counsel reasonably satisfactory to the City, NBT, the NBAS, and any subsequent municipal members) against any cause of action, claim, damage, accident, injury or liability that may arise as a result of the ownership, construction, maintenance or operation of the property, facilities, programs or services of the NBARA. This indemnification shall be in addition to any insurance coverage required by these articles of incorporation.

ARTICLE III FINANCING AND INSURANCE

3.1 Fiscal Year. The fiscal year of the NBARA shall be from January 1 to December 31.

3.2. Annual Budget.

- (a) The board shall prepare an annual budget for operation of the NBARA. The proposed budget shall be submitted to the City, NBT, the NBAS, and any subsequent municipal members for review. The City, NBT, the NBAS, and any subsequent municipal member may recommend adjustments to their own designated board representative(s), but shall not amend, reject, or approve the submitted budget. The NBARA board's approval of the budget shall require the approval of a majority of the members of the entire board (at least 4 members) and at least a majority of the members of the board appointed by those entities that contribute to the funding of the NBARA as detailed in subsection 3.4.
- (b) The NBARA shall have no power or authority to levy any type of tax or millage, to issue any type of debt, or in any other way to financially encumber or obligate any of the NBARA members without the prior consent of the City, NBT, and any subsequent municipal members by resolutions approved by their governing bodies. These requirements shall be in addition to those requirements for voter approval under Act 321. To the extent required or permitted by law a millage may only be levied upon the approval of a majority of the electors in each of the member municipalities.
- (c) The board shall not expend funds in excess of its approved budget or in excess of any NBARA funds on hand. No funds of the City, NBT, the NBAS, or any subsequent municipal member (except for contributions made to NBARA by any of those entities) shall be committed or expended.

3.3 Financial Reports and Records.

- (a) The secretary of the board shall make or cause to be made a full and complete report to the City, NBT, the NBAS, and any subsequent municipal member of all board financial transactions and affairs after each regular meeting.
- (b) The board shall maintain complete financial records for the NBARA in accordance with generally accepted accounting principles applicable to municipal entities. The board shall contract with the City or other financial organization for such accounting and administrative services as are necessary or proper to operate the NBARA. The financial records of the board and the NBARA shall be audited annually by an independent public accountant. That audit may be conducted as part of the audit of the City if the City is performing accounting and administrative services for the NBARA as provided in this provision. A copy of the auditor's opinion shall be submitted to the City, NBT, the NBAS, and any subsequent municipal member.

3.4 Annual Budget Funding Obligations.

- (a) Funding for the NBARA shall be through the following:
 - (1) Such funds as are appropriated by the City, NBT, the NBAS, and any subsequent municipal member in accordance with the terms and conditions of this Agreement; and
 - (2) Such other funds as may be available to the board, including gifts and grants from public or private entities or individuals, or activity and program fees.
- (b) The City, NBT, and NBAS shall each contribute a minimum \$5,000 per year to the annual budget of the NBARA.

- 3.5 Insurance. The board shall secure and maintain insurance with such terms, coverages and amounts as are in the discretion of the board needed to cover the NBARA's property, the operations of the NBARA, the staff employed by the NBARA, the NBARA's indemnification obligations under these articles of incorporation and such other items as may, in the board's discretion be important to insure. Proof of such insurance shall be furnished to the City, NBT, the NBAS, and any subsequent municipal

member upon request. The cost of such insurance shall be paid by the NBARA as part of its annual budget.

ARTICLE IV
AMENDMENT, ADDITIONAL MEMBERS, DISSOLUTION

- 4.1 Additional Members. A city, county, village or township that is not a member of the NBARA may become a member of the NBARA upon such terms and conditions as may be approved by the board and by the governing bodies of the then current members. Any such new member shall be a "subsequent municipal member" as provided herein.
- 4.2 Amendment. These may be amended by an affirmative vote of a majority of the members serving on the legislative body of each member municipality. The requirements of this subsection do not apply to an amendment to the articles to allow a municipality or district to become a participating municipality in, or to allow a participating municipality to withdraw from, the NBARA.
- 4.3 Withdrawal. A member municipality may withdraw from membership in the NBARA as of December 31 following at least five years' prior written notice to the other members. If the withdrawal combined with any other withdrawals occurring at the same time should result in the dissolution of the NBARA, all property shall be jointly owned by the members of the NBARA at the time of the dissolution. Otherwise, a withdrawing member shall not be entitled to any division of NBARA real or personal property or any payment as a result of its withdrawal. A member may not withdraw if there is any outstanding debt owed by the NBARA unless it first makes arrangements acceptable to the remaining members for repayment of its proportional share of that debt.
- 4.4 Dissolution.
- (a) Provided there is no outstanding debt or contractual obligations of the NBARA, it may be dissolved by approval of dissolving resolutions adopted by the governing bodies of the then member municipalities. If there is outstanding debt or contractual obligations, dissolutions can occur only upon meeting the terms and conditions of such debt or contracts.
 - (b) Upon the dissolution, property held or used by the NBARA shall be allocated and distributed in accordance with the following:
 - (1) All property, of any nature, which is titled to or otherwise owned by the City, NBT, the NBAS or any other party, shall remain the property of that person or entity.
 - (2) All monies and funds, from whatever source, which are the property of the NBARA shall be distributed between the City, NBT, the NBAS, and any subsequent municipal member in accordance with the most recent contribution percentages, after deducting any expenses associated with the dissolution of the board and the NBARA.
 - (3) All property, other than that otherwise provided for in subsections 4.4(b)(1) and (2) above, shall be divided by agreement between the City, NBT, the NBAS and any subsequent municipal member in accordance with the formula described in subsection (2). If the parties do not agree on the value attributed to the items of property, the property may be divided by a legally recognized form of arbitration, as assigned by the Board. If the parties do not choose arbitration, and cannot agree on how to distribute the property between them, then the property shall be disposed of by the Board at public auction. All revenues received as a result of any auction shall be distributed in accordance with the formula set forth in subsection (2) above, except that administrative expenses associated with the auction shall also be deducted prior to any distribution.

The incorporating parties have signed these articles of incorporation as of the date first above written. They were published in the Harbor Country News, a newspaper of general circulation in the NBARA territory on Month X, 2021.

CITY OF NEW BUFFALO

By: _____
John Humphrey, Mayor

Resolution adopted _____, 2021

NEW BUFFALO AREA SCHOOLS

By: _____
Chuck Heit, President

Resolution adopted _____, 2021

NEW BUFFALO TOWNSHIP

By: _____
Michelle Heit, Supervisor

Resolution adopted _____, 2021

DRAFT

**Exhibit A
List of Facilities**

The parties anticipate that the NBARA will operate, maintain, and improve at least the following facilities pursuant to a lease, conveyance, or other similar agreement:

- Oselka Park (City owned)
- Davie Ohms Property – 38.6 acres (NBAS owned)

DRAFT



TO: Mayor Humphrey and the New Buffalo City Council

FROM: Darwin Watson, City Manager

DATE: June 2, 2021

RE: Purchase of Equipment for Parks Department (Beach Tech 2000)

ITEM BEFORE THE COUNCIL:

Approval of the purchase of Beach Tech 2000

DISCUSSION:

The beach in the City of New Buffalo is a gem that is enjoyed by all who live in or visit the community. While New Buffalo is known as “The Gateway to Michigan”, its beaches are considered by many as the gateway to Michigan’s beaches. The Parks staff of the City is tasked with the maintenance and upkeep of this natural wonder.

Recently, there have been some challenges maintaining the aesthetics of the beach. One of the main obstacles is ensuring the beach is free from debris (cigarette stubs, pieces of glass, flotsam, stones, etc.) using the current equipment.

As a result, the Parks staff began investigating more efficient and effective means to accomplish this task. Staff has been in discussion with Beach Tech regarding their line of beach cleaning machinery. After a demonstration of several machines, it was decided that the Beach Tech 2000 would meet the needs of maintaining the beach.

Beach Tech has quoted the city a price of \$59,500 for the purchase of the beach cleaner and allotted a trade-in of \$9,000 for the city’s current machine. This results in a final price of \$50,500.

This purchase was not budgeted in the 2020-2021 fiscal budget; however, funding is available for the purchase.

RECOMMENDATION:

That Mayor Humphrey and the New Buffalo City Council approve the purchase of the Beach Tech 2000 in the amount of \$50,500.

BeachTech[®]

Beach cleaners

BeachTech Beach cleaners

Ground-breaking technology for cleaner beaches



BeachTech[®]

Dream beaches for your guests

Paradise beaches. For relaxation, sunbathing, dreaming and games for the children. Always as though they were the first to discover them. Every day like new. Free of cigarette stubs, pieces of glass and shells, plastic bottles or flotsam – BeachTech devices clean thoroughly.

BeachTech means increased recreational value for your guests. For satisfied tourists who look back on their holiday with pleasure and cherish the memories of their days on the beach. Because we are dedicated to this task: Cleaner beaches and satisfied guests through cost-effectiveness and efficiency in beach cleaning.

A wooden signpost with four teal signs is positioned on a sandy beach. The signs are stacked vertically and contain the following text from top to bottom: 'Satisfied guests', 'Cleaner beaches', 'Patented cleaning technology', and 'Multi-functional use'. The background shows a clear blue sky with light clouds, a calm turquoise sea, and a rocky island with green vegetation in the distance.

Satisfied guests

Cleaner beaches

Patented cleaning technology

Multi-functional use



2

BeachTech 3000

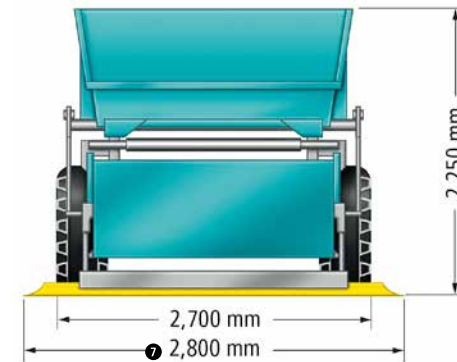
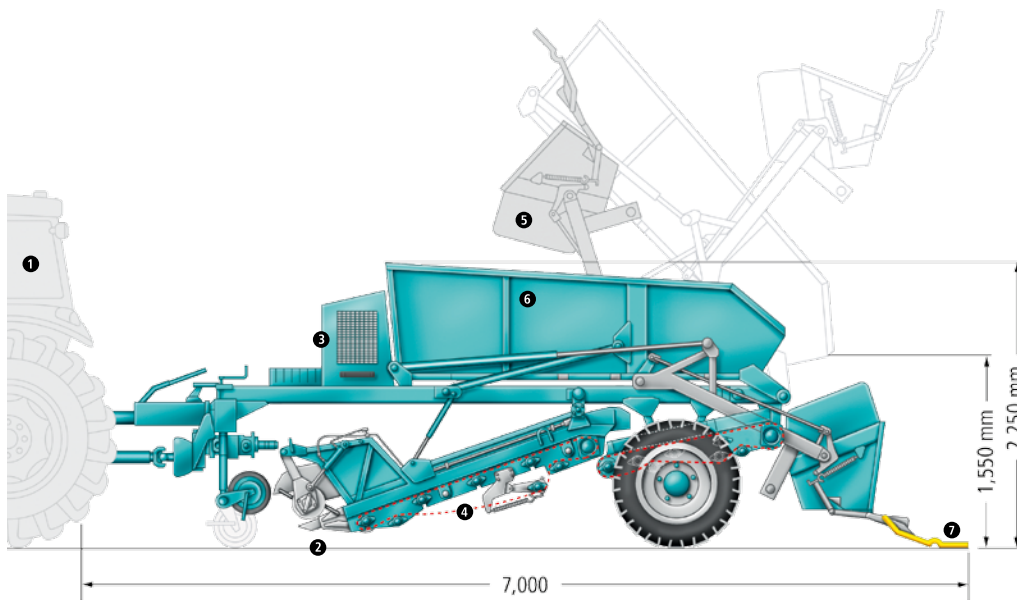
Power and volume

Ideal for large beaches

The BeachTech 3000 beach cleaner is used for cost-effective and efficient cleaning of large and expansive beaches. With a working width of 2.50 m, the BeachTech 3000 achieves coverage of up to 30,000 m²/h. The 2-belt screening system facilitates an extremely high screening capacity. The loading volume of 4.7 m³ guarantees a large operating range: there is no need for interim trips to the unloading station.

Non-stop perfection

Two hydrostatic pumps move the pick-up roller and the two screening belts. The angle of the first screening belt and the depth of the pick-up roller are set hydraulically via a gear pump. Lowering the screening-raking unit fixes the depth setting and the cleaning method. Waste is moved to the first screening belt during travel, and the sand is then sifted using vibrations. The residual waste moves across the second screening belt into the collecting tank and the dumper.



❶ 1-man operation
Control of all working processes via remote control in the driver's cab



❷ Working width
Working width of 2.50 m for coverage of up to 30,000 m²/h



❸ Under the hood
Tank, radiator and control block are quick and easy to access for all inspection and service work, and for emergency operation.



❹ 2-belt screening system
The 2-belt screening system guarantees optimum sifting of the sand.



❺ Collecting tank
The collecting tank of 0.7 m³ is emptied into the dumper.



❻ Finisher
To structure, aerate and then compress the sand.

❼ Large dumper
4-m³ loading volume for maximum operating range



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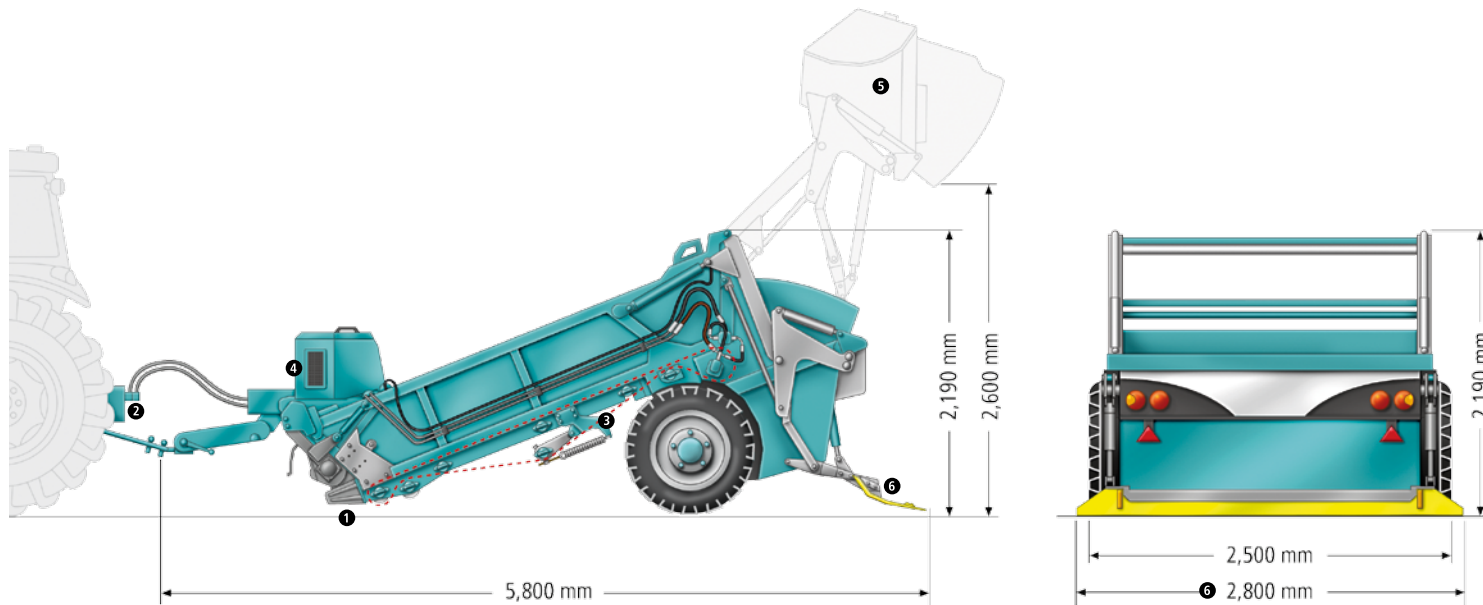
BeachTech 2800

One for all

As far as the beach stretches

BeachTech 2800 is the all-rounder for medium and large beaches. Despite its compact size the BeachTech 2800 has a broad working width of 2.50 m, resulting in coverage of up to 30,000 m² per hour. The patented raking, screening and combined cleaning technology guarantees the highest quality and simple operation. Thanks to the unloading height of 2.60 m, the collected waste can be tipped directly onto a truck or into a container.

The BeachTech 2800 comes as standard with an integrated tension roller, screening belt reverse valve, low-maintenance spline-mounted pump, hydraulic lifting finisher and broad tyres. The strong drive of the pick-up roller ensures extremely high performance and very thorough sifting – even on wet sand. In terms of economy the BeachTech 2800 is first class: broad, but compact and light, it drastically reduces the tractor's fuel consumption.



❶ Working width
Working width 2.50 m
for coverage of up
to 30,000 m²/h

❷ Spline-mounted pump
The low-maintenance
spline-mounted pump
minimises the turning circle.

❸ Tension roller
Tensioning of the screening
belt prevents a loss in
performance.

❹ Under the hood
Tank, radiator and control
block are quick and easy to
access for all inspection and
service work.

❺ Collecting tank
The collecting tank has a
loading volume of 2.8 m³.
Unloading height of 2.60 m
(in DIN containers or directly
onto a truck).

**❻ Hydraulically lifting
finisher**
This control enables you to lift
the finisher off the ground.
This option is helpful, e.g. for
road travel.



6

BeachTech 2000

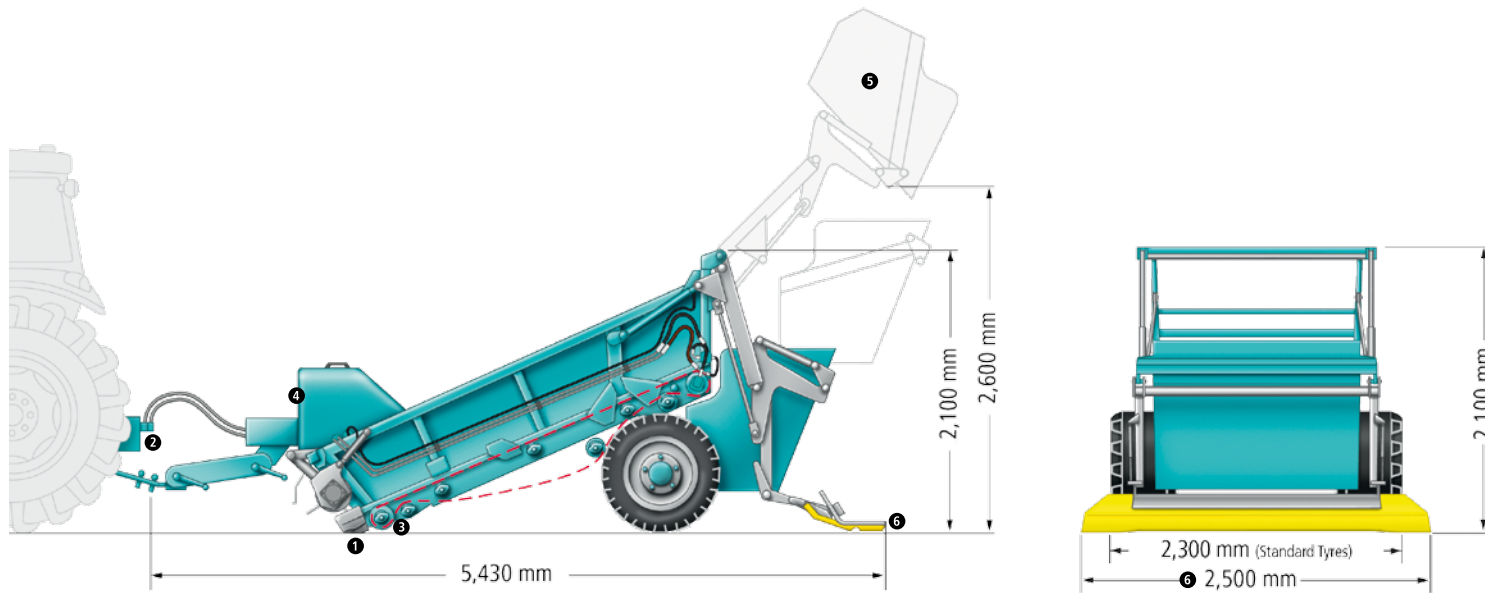
Compact and agile

At home on medium-sized beaches

The compact BeachTech 2000 is designed for medium-sized beaches. With a working width of 1.85 m it covers up to 22,000 m²/h. The agile beach cleaner can also handle tight access roads and narrow sections of beach. Another plus: like all BeachTech models it can be approved for road travel.

Triple shaken

The quiet, fully hydraulic drive with cooling system moves the pick-up roller and a long screening belt. Three eccentric shafts create a vibration process, which sifts out even the finest particles of dirt. Finally, the waste is moved along the screening belt into the collecting tank. The unloading height of 2.60 m means the waste can be tipped directly onto a truck or into a trailer.



❶ Working width
Working width of 1.85 m for coverage of up to 22,000 m²/h



❷ Spline-mounted pump
The spline-mounted pump enables the BeachTech 2000 to handle even tighter curves.



❸ Tension roller
Tensioning of the screening belt prevents a loss in performance.



❹ Under the hood
Tank, radiator and control block are quick and easy to access for all inspection and service work.



❺ Collecting tank
The collecting tank has a loading volume of 1.5 m³. Unloading height of 2.60 m (in DIN containers or directly onto a truck).



❻ Finisher
To structure, aerate and then compress the sand.



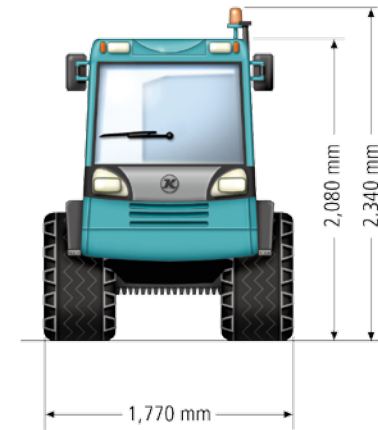
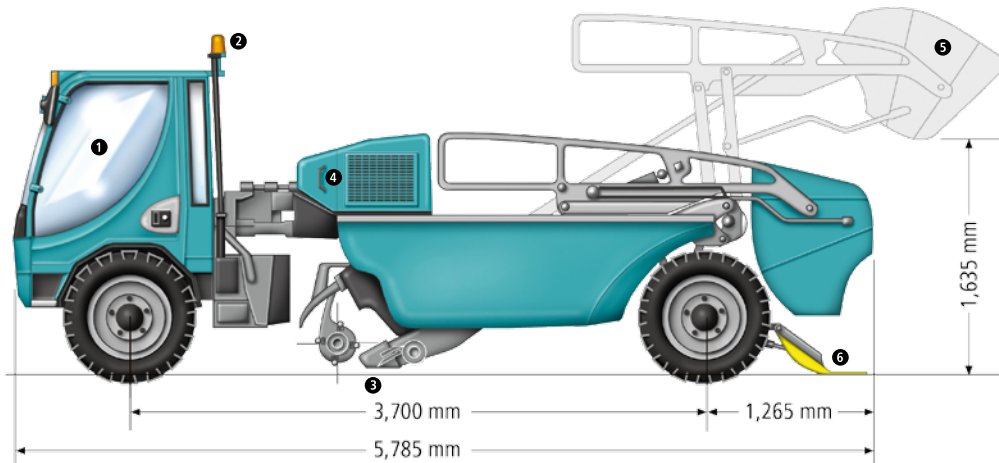
BeachTech Marina

The multi talent

Tractor and trailer in one

The self-propelled BeachTech Marina sets standards when it comes to agility, manoeuvrability and quietness. Thanks to articulated front-wheel drive and connectible active rear-wheel drive, it has a sensationally small turning circle. With a powerful turbo diesel engine, hydrostatic all-wheel drive and low-pressure tyres, nothing gets in the way of the BeachTech Marina.

As the BeachTech Marina can be registered for road travel, you can use it anywhere you like. So much flexibility means the highest cost-effectiveness.



❶ 1-man operation

All vehicle functions are controlled directly from the cab.

❷ Safety

The BeachTech Marina is equipped with all safety features (acoustic warning alarms in the event of incorrect operations, reversing alarm, electrically operated exterior mirrors for optimum visibility, warning beacons and seatbelts).

❸ Working width

Working width of 1.40 m for coverage of up to 15,000 m²/h

❹ Under the hood

Tank, radiator and control block are quick and easy to access for all inspection and service work.

❺ Collecting tank

The compact collecting tank has a loading volume of 0.5 m³.

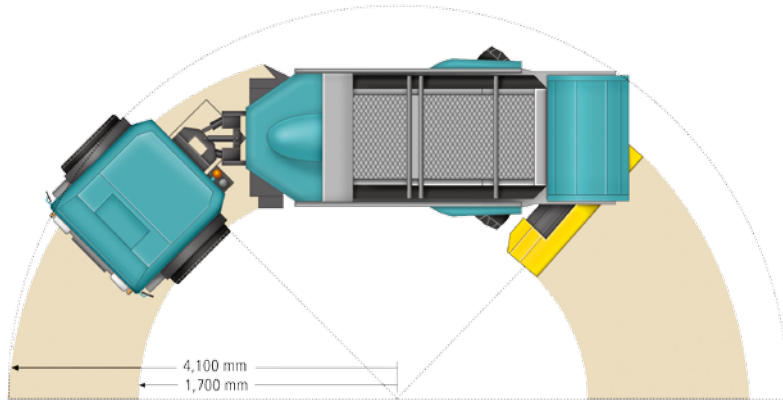
❻ Hydraulic adjustable finisher

The finisher reliably follows the cleaned track even around curves when rear-wheel drive is activated.

See page 13 and the separate datasheets for options for the individual products.

BeachTech Marina

Effortlessly around any obstacle



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Small turning circle – big impact

The special feature of the BeachTech Marina is that it can handle every curve and every corner. Our innovative vehicle concept: Articulated front-wheel drive and connectible active rear-wheel drive. This reduces the turning circle during cleaning to an inner radius of just 1.85 m. Thus, the Marina can even clean in tight spaces around sun loungers.

Road approval

Beach hopping is no problem for the BeachTech Marina. Thanks to road approval potential, it can travel from one beach to another – flexible use for the greatest cost-effectiveness.

Customised cockpit

The ergonomically designed cockpit and the joystick make it easy to control. Large electrically operated mirrors ensure excellent all-round visibility. The comfortable two-seater driver's cab is available with folding roof or air conditioning.

BeachTech Marina

Accessories



⊕ Front hitch

Thanks to the optional front hitch (3-point mounting Cat. II) for a range of attachments, the BeachTech Marina becomes a true multi talent.



⊕ Screening rake

The screening rake enables you to loosen compacted sand, shift large sections of sand and level sandcastles.



⊕ Roller broom

Alongside the clean beach, carefully cleaned streets, paths and squares are also important. The roller broom turns the BeachTech Marina into the perfect road sweeper.



⊕ Lawnmower

3 rotors and rubber support wheels ensure even mowing results.



⊕ Water sprayer system

Dampening the sand surface reduces the formation of dust.

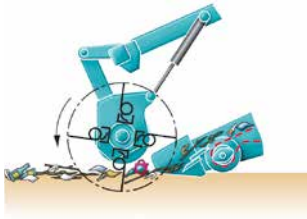


⊕ Clearing blade

Used for levelling the sand surface or for various other shifting and clearing tasks.

Patented cleaning technology

Beach cleaning on any sand



Raking technology



Screening technology



Combined cleaning technology

The right answer for any contamination

Cigarette butts, pieces of glass, plastic bottles, flotsam or seaweed – thanks to the patented BeachTech raking, screening and combined cleaning technology, nothing is left behind. The raking technology means that damp sand can be cleaned to the optimum and dry sand can be processed with high speed. The screening technology involves removing a thin layer of dry sand and cleaning it of even small contaminants (e.g. cigarettes).

The non-stop switch

With the combined cleaning technology the driver can combine both cleaning methods in a continuous operation. The switch between raking, screening and mixed cleaning occurs non-stop. The vehicle is ready for all areas of the beach thanks to the variable use of the different cleaning technologies.

⊕ Raking technology

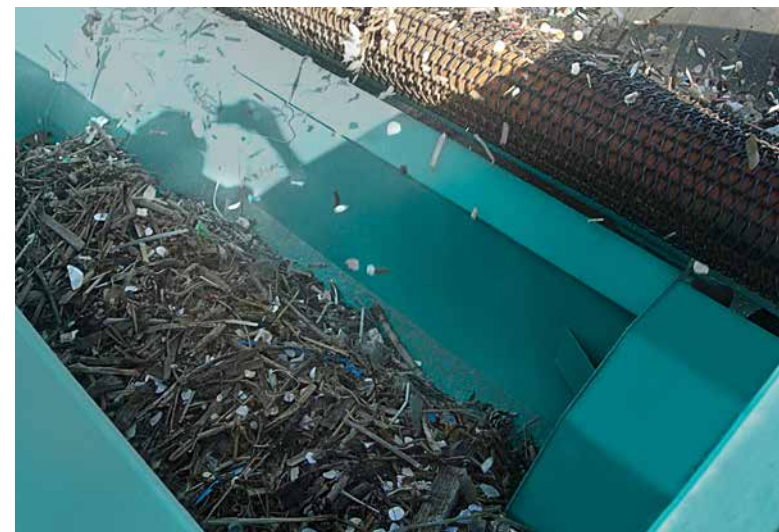
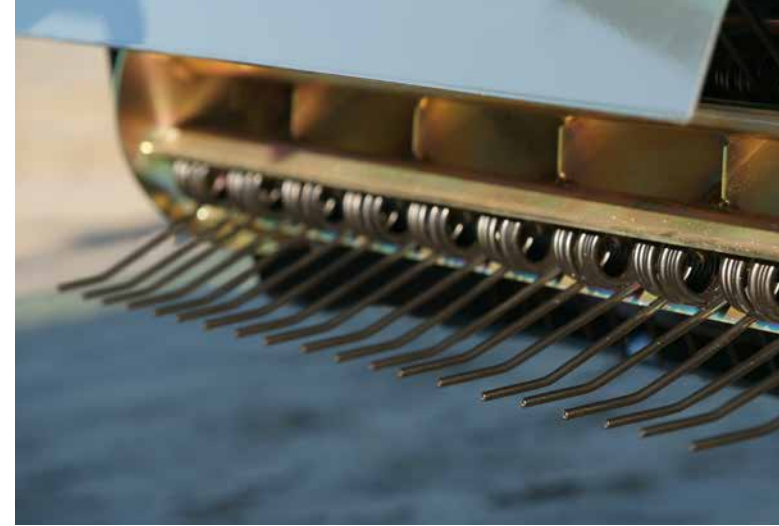
- Sand: wet and dry
- Surface cleaning
- Coarse contaminants (e.g. seaweed)

⊕ Screening technology

- Sand: dry
- Surface and deep cleaning
- Small contaminants
(e.g. cigarette stubs, bottle tops and pieces of glass)

⊕ Combined cleaning technology

- Sand: dry to damp
- Surface and deep cleaning
- Coarse and fine contaminants



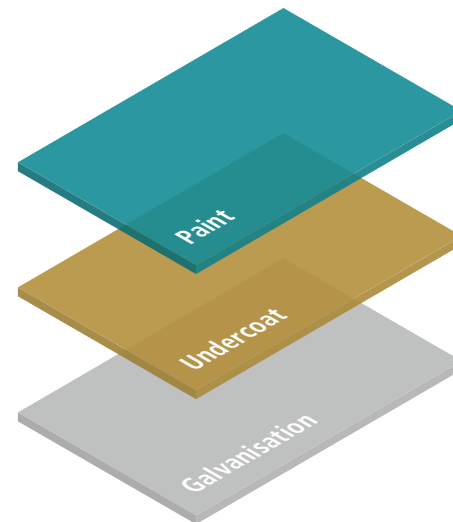
Corrosion protection

Built for use at the seaside



Robust from the ground up

Every part of all BeachTech vehicles is designed to withstand the high demands of saltwater, constant contact with abrasive sand, salty air and high atmospheric humidity. The tried-and-tested structural components also remain in good order after long periods of use. They are galvanised against corrosion, with a 2-component EP-undercoat filler, and protected against the weather by 2-component acrylic paint.



Paint

2-component acrylic paint, sea water resistant

+

Undercoat

2-component EP-undercoat filler

+

Galvanisation

Corrosion protection guaranteed even if layer of paint is slightly damaged

=

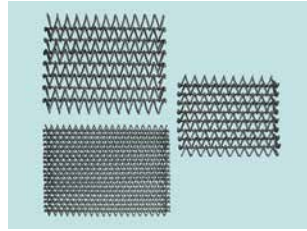
High-quality corrosion protection
Hard-wearing components
Low-maintenance power units
Long service life
Reliable availability
Minimised maintenance costs

Standard equipment



Spring tines

The spring tines can be replaced individually and are very flexible. For low wear and low maintenance costs.



Screening belts with different mesh sizes

Screening belts are available in three different mesh sizes. This means the cleaning concept can be perfectly tailored to the local conditions.



Eccentric shafts

Variety of shapes, diameters and profiles to ensure optimum sand sifting.



Maintenance-free bearings without lubricating nipples

No need for regular re-lubrication.



Switch-over valve

The direction of the screening belt can be changed to clear blockages caused by overloading of material (e.g. seaweed).

Options



Length compensation system

This system, suitable for the BeachTech 2000 and BeachTech 2800, is equivalent to a screening belt extension of approx. 0.80 m – which corresponds to up to 500 operating hours.



Sensing wheels

These are available for the BeachTech 2000, BeachTech 2800 and BeachTech 3000. They ensure constant depth control on uneven terrain.



Air conditioning

For us the driver is crucial. That's why the BeachTech Marina can be fitted with air conditioning as an optional extra. Ensuring the driver can keep his cool even in the hottest temperatures.



Camera

The optional camera system improves visibility of the pick-up shaft or the collecting tank. This helps the driver to ensure that the correct cleaning height and cleaning mode are selected.

⊕ Other options

- Hydraulic brakes
- Drive axle
- P.t.o. shaft drive for BeachTech 2000 and BeachTech 2800

Other variations available by arrangement.

It picks up everything Whether rubbish, seaweed or stones

- ① Perfectly cleaned, whether beach, racecourse or water filtration basin
- ② Screening belts with customised mesh sizes pick up every object
- ③ Stones of different sizes are no problem thanks to BeachTech
- ④ BeachTech will also deal with large quantities of seaweed
- ⑤ Easy unloading into the collecting tank
- ⑥ Even the smallest pieces are reliably collected



Alternative uses

Many challenges – one vehicle

⊕ Oil removal

Raking is counter-productive for beaches contaminated with oil, as the spring tines break up the oil clumps or move them into deeper, clean layers of sand. That's why BeachTech uses no tines for oil removal work and gently scrapes the contaminated surface with the pick-up blade. The oily layer can then be separated from the uncontaminated sand using the proven screening technology and extremely fine screening belts. The majority of the sand can be saved thanks to the patented technology of the BeachTech devices, as the gentle method only removes the uppermost sand layer.

⊕ Cleaning racecourses

The BeachTech is also well suited to maintaining paddocks and race tracks due to its extensive experience with sand and its special cleaning technology. Stones and gravel loosened from the subsoil can be reliably removed without losing a lot of sand into the bargain. This is the only way to guarantee the safety of the horses and minimise the risk of injury. A hygienic operation also requires regular removal of horse manure. The excellent manoeuvrability of the self-propelled BeachTech Marina makes it ideal for this sort of work.

⊕ Cleaning water filtration basins

The demand for drinking water is particularly high in densely populated areas. Slow sand filtration can significantly increase the volume of water available for extraction without causing a severe drop in the groundwater level. Waterworks close to rivers and lakes often make use of this natural cleaning process, channelling surface water into large man-made infiltration basins. It trickles through the layers of sand into the gravel courses, which act as filters. The filtered water ultimately feeds into underground wells. The large sand filtration areas, however, become overgrown with plants and algae because of the continual watering. Accordingly, the surface must be cleaned at regular intervals.

The BeachTech powerful pick-up motor enables the machine to loosen the ground and reduce plant growth at the same time. In contrast to conventional procedures, use of BeachTech technology means nothing is removed over the years. The combined raking and screening technology removes up to 80 % of weeds and filter residue, radically increasing the service life of the filtration systems. The aeration of the sand also significantly reduces bacterial density.



Global service

Representatives in over 40 countries

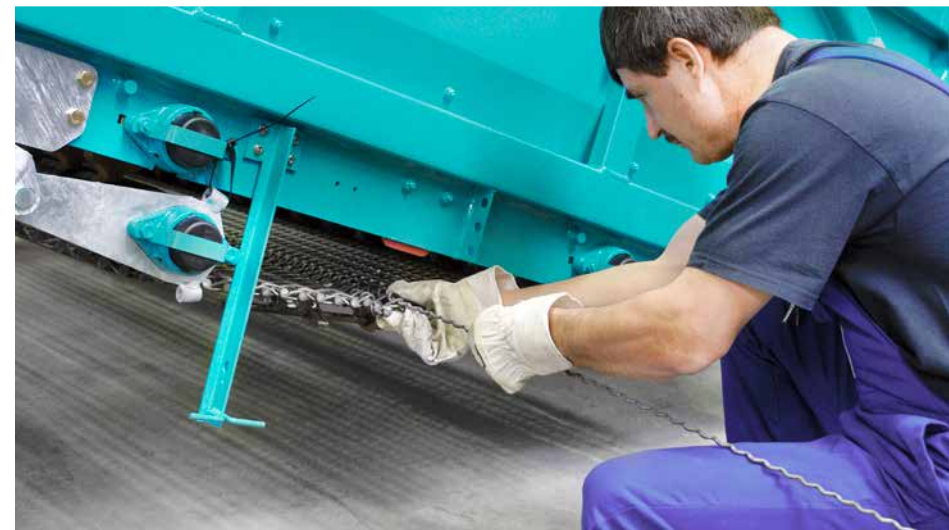
Always there for you.

Our global sales and service network guarantees rapid assistance and spare part supplies. With representatives in over 40 countries. Our central spare parts warehouse in Laupheim despatches every day. We have more than 16,000 parts in stock here for fast despatch.

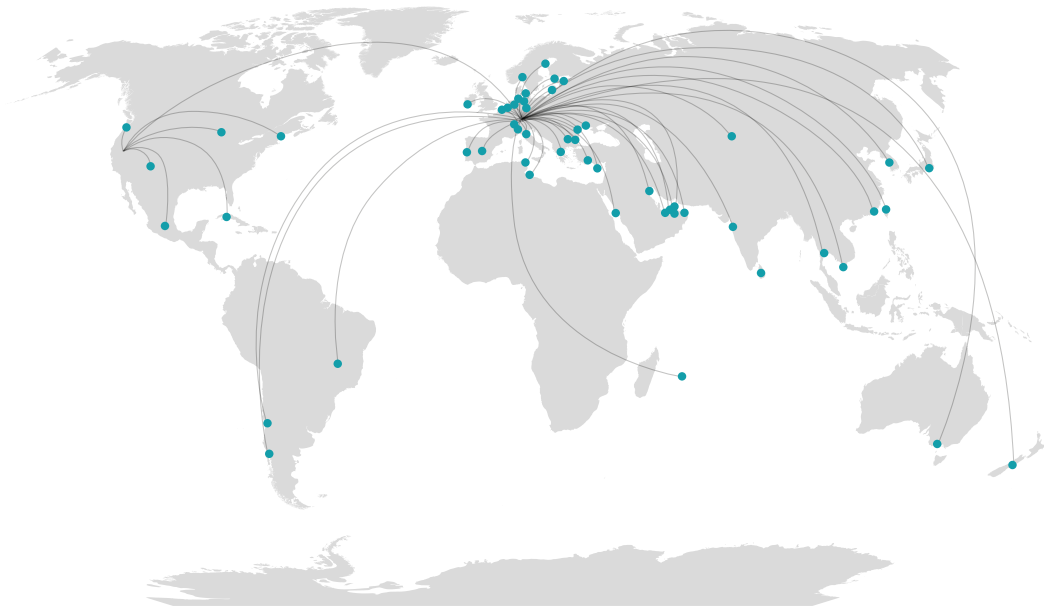
Our extensive aftersales services are complemented by an extremely efficient concept of training, advice and swapping experiences. This makes you largely independent. Our training and information centre offers multi-day courses for customer employees, workshop personnel and drivers. Optimum use, servicing, reduced operating costs – that's what we focus on.

For many customers the "first-class service" from Kässbohrer Geländefahrzeug AG is a major factor in their investment decision. Direct contact and local service are right at the top of the list. What our customers value most is direct contact with a skilled expert.

We were able to expand this support concept internationally in the last financial year due to an increase in service staff and workshops.



BeachTech[®]



The global BeachTech network

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This company is ISO 14001 and ISO 9001 certified.

Darwin Watson

From: Parks
Sent: Thursday, May 27, 2021 10:47 AM
To: Darwin Watson
Subject: Fwd: BeachTech 2000

Beach rake info for meeting tomorrow.

Sent from my iPhone

Begin forwarded message:

From: "Evan L. Huckaby" <Evan.Huckaby@beach-tech.com>
Date: May 27, 2021 at 10:22:24 AM EDT
To: Parks <parks@cityofnewbuffalo.org>
Subject: BeachTech 2000

Hi Kristen,

Here are the details below

BeachTech 2000:
\$59,500
\$9,000 trade in for Cherrington 4600XL serial number 46ABA261

\$50,500.,no money down:

12 months: \$4,475.06 per month*

24 months: \$2,330.32 per month*

36 months: \$1,617.66 per month*

48 months: \$1,244.74 per month*

60 months: \$1,023.72 per month*

72 months: \$860.73 per month*

****one time document fee billed on first invoice of \$149.00. Insurance will be required within 30 days***

****Please note: this is a rough estimate on what payments could look like. If you would like more detail, I could get you in contact with our representative over at NewLane Finance*****

Let me know if you need anything else.

Regards,
Evan Huckaby
Regional Sales/Branch Operations Manager

Kässbohrer All Terrain Vehicles, Inc.
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Cell: **775/848-8258**
Tel: 770/386-6984
Fax: 770/386-6890
Evan.Huckaby@beach-tech.com
www.beach-tech.com



PistenBully *PowerBully* *BeachTech* **snOwsat** **PRO** **ACADEMY** KCO



**CITY OF NEW BUFFALO
BERRIEN COUNTY, MICHIGAN**

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

RESOLUTION NO. 21.15

**RESOLUTION OPPOSING HB 7422 AND SB 446 BECAUSE THEY DEPRIVE
MICHIGAN RESIDENTS OF THE RIGHT TO REGULATE SHORT-TERM
RENTALS WITHIN THEIR COMMUNITIES**

WHEREAS, the Michigan Legislature is considering House Bill 4722, Senate Bill 446, and similar substitute bills known as H-1 and S-1 (the “Bills”), and

WHEREAS, if enacted into law, the Bills would require that short-term rentals be permitted uses in all residential zones and would deprive local residents of the right to determine for their own communities and neighborhoods, through their local legislative bodies, whether zoning regulations are desirable to regulate the locations in which short-term rentals are appropriate within their communities, or to individually review and consider proposed short-term rentals using the long-established procedures set forth under state law; and

WHEREAS, the City of New Buffalo is currently giving thoughtful consideration to the impact of transient guests in its residential neighborhoods and is considering the adoption of new zoning regulations to protect the quality of life of its residents and the year-round character of its neighborhoods; and

WHEREAS, the enactment of any of the Bills would take from the citizens of the City of New Buffalo local control of their community and would, in the judgment of the City Council, have a detrimental effect on our residents, our neighborhoods, and our community, and

WHEREAS, the City Council understands, respects, and supports the current right of all Michigan residents, through their local municipalities, to consider all aspects of short-term rentals and to exercise local control by considering how these uses fit in with the circumstances and goals of each individual community, whether regulation might be appropriate, and if so the specific details of such regulations.

Now, it is therefore resolved that:

1. The City Council of the City of New Buffalo respectfully urges our elected representatives, Senator Kim LaSata and Representative Brad Paquette oppose the passage of the Bills or any similar legislation; and
2. The City Clerk is authorized and directed to submit a copy of this resolution to the elected officials referenced above.
3. All prior resolutions, or parts thereof, are rescinded to the extent of any conflict with this resolution.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

ABSENT: Council Members _____

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the City Council of the City of New Buffalo, Berrien County, Michigan, at a special meeting held on June 2, 2021.

Ann M. Fidler, City Clerk