

HARBOR MINUTES

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Be it remembered that a regular meeting of the Port Commission of the City of Long Beach, Mississippi, was begun and held at the Mayor's FEMA Trailer Office, located at 645 Klondyke Road, in said City at 5:30 p.m., it being the third Thursday in July, 2006, and the same being the time, date, and place fixed for holding said meeting.

There were present and in attendance on said Port Commission and at the meeting the following named persons: Commission President Phil Kies, Commissioners James Hancock, Vernon Ehlers, Charles Purchner, Steve Nicosia, Brett Clover, Robert Starek, Charles Stringer, Deputy City Clerk Stacey Dahl, Port Attorney Bryan VonderBruegge, and Harbormaster Calvin Poupart.

Absent the meeting was Commissioner Chuck Ryan.

There being a quorum present sufficient to transact the business of the City, the following proceedings were had and done.

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The meeting was called to order and there were no amendments or comments to the agenda.

Commissioner Kies informed the commission that the Board of Aldermen opened bids at their meeting of July 18, 2006, regarding Phase I Harbor Improvements. Commissioner Ehlers made motion seconded by Commissioner Purchner and unanimously carried to direct the City Engineer to move forward with a recommendation to the Board of Aldermen to award the bid.

Commissioner Kies apprised the commission on discussions/negotiations with Secretary of State Eric Clark regarding harbor expansion.

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Commissioner Nicosia temporarily left the meeting.

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Commissioner Hancock made motion seconded by Commissioner Starek and unanimously carried to approve the Port Commission Minutes of June 15, 2006, as submitted.

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Commissioner Nicosia returned to the meeting.

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There came on for consideration a lease agreement by and between **the Long Beach Port Commission, as Landlord, and Keith Bufkin Fulton d/b/a Southern Charter Services, LLC as Tenant**. Said Lease Agreement ordered spread upon the minutes of this meeting in words and figures as follows:

### WHARF SPACE LEASE AGREEMENT

Agreement made this \_\_\_\_ day of \_\_\_\_, 200\_\_, by and between **LONG BEACH PORT COMMISSION**, as Landlord, and **KEITH BUFKIN FULTON d/b/a SOUTHERN CHARTER SERVICES, LLC** as Tenant.

IN CONSIDERATION OF **\$100.00 (One Hundred Dollars)**, per month, the Landlord leases and grants to the Tenant, the following privileges, to-wit: The right to place an aesthetically pleasing, portable, temporary structure on certain Wharf Space and to provide certain necessities to boaters and users of the harbor to include the sale of tickets for charter services. The Wharf Space is to be designated by the Harbor Master.

This lease is a month to month short term lease.

All structures, displays and materials placed upon the said property by the Tenant are Tenant's responsibility to maintain and move with 24 hours notice from Landlord due to inclement weather or to make repairs to harbor property. The Landlord agrees to allow the Tenant full access to the property occupied by the temporary structure for the purpose of erecting, maintaining, operating or removing the structure.

The Tenant shall maintain liability insurance to the extent of **\$1,000,000.00 ONE MILLION DOLLARS**, naming Landlord as additional insured. Landlord shall not be liable for any damages to personal property and/or personal injury sustained by the Tenant or any other persons caused by the structure and/or the business enterprise operated by Tenant and any such liability is assumed by Tenant, and Tenant agrees to defend and indemnify Landlord from any claims that may arise.

The Landlord represents that he is the legal representative of the property above described and has authority to make this lease. Tenant acknowledges and represents that he has the authority to make this lease on behalf of Southern Charter Services, LLC.

Landlord shall have the right to terminate this lease and Tenant agrees to remove any property or other outdoor advertising, structure under this lease upon 30 days advance written notice. Tenant shall remove at his own expense all fixtures and equipment within a period of thirty (30) days from the notification issued by the Landlord.

This Agreement may not be assigned and transferred by Tenant to other persons or concerns without the consent of Landlord. Tenant shall not sublease the Wharf Space without the written consent of Landlord.

The temporary structure must not in any way obstruct or impede the safety, welfare and access of the general public.

Cost for permits or any other cost in connection with erection and maintenance of said temporary structure is to be borne by the Tenant. Tenant is required to pay all taxes upon personal property, including increased taxes related to the lease and temporary structure. Tenant shall also pay all utilities used on said property in connection with the structure.

Payments shall be made to City of Long Beach at Post Office Box 929, Long Beach, Mississippi 39560 and payable to Long Beach Port Commission and Landlord may, from time to time, designate other places for the payment of the rent by written notice to Tenant.

All notices required herein to be sent to Landlord or Tenant shall be deemed both given and received on the date thereof if sent by certified mail at the address set forth above.

LONG BEACH PORT COMMISSION

By: PHIL KIES

SOUTHERN CHARTER SERVICES, LLC

By: KEITH BUFKIN FULTON

**State of Mississippi**  
**County of Harrison**

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, within my jurisdiction, the within named \_\_\_\_\_, who is President of the **Long Beach Port Commission**, and that for and on behalf of the said Commission, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said Commission to do so.

LONG BEACH PORT COMMISSION

By: PHIL KIES, PRESIDENT

GIVEN under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**State of Mississippi**  
**County of Harrison**

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, within my jurisdiction, the within named **KEITH BUFKIN FULTON**, who is Managing Member of **Southern Charter Services, LLC** and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

SOUTHERN CHARTER SERVICES, LLC

By: KEITH BUFKIN FULTON

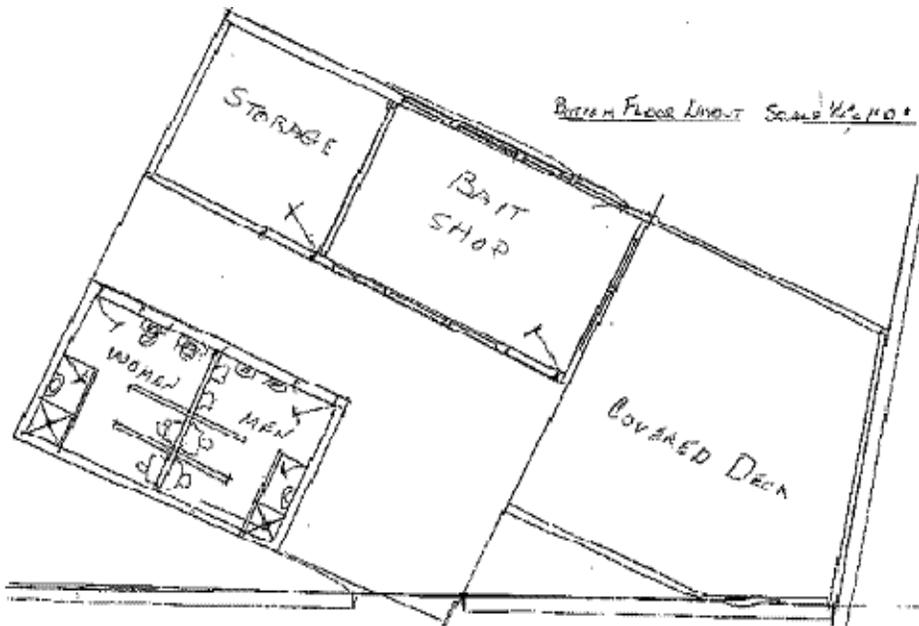
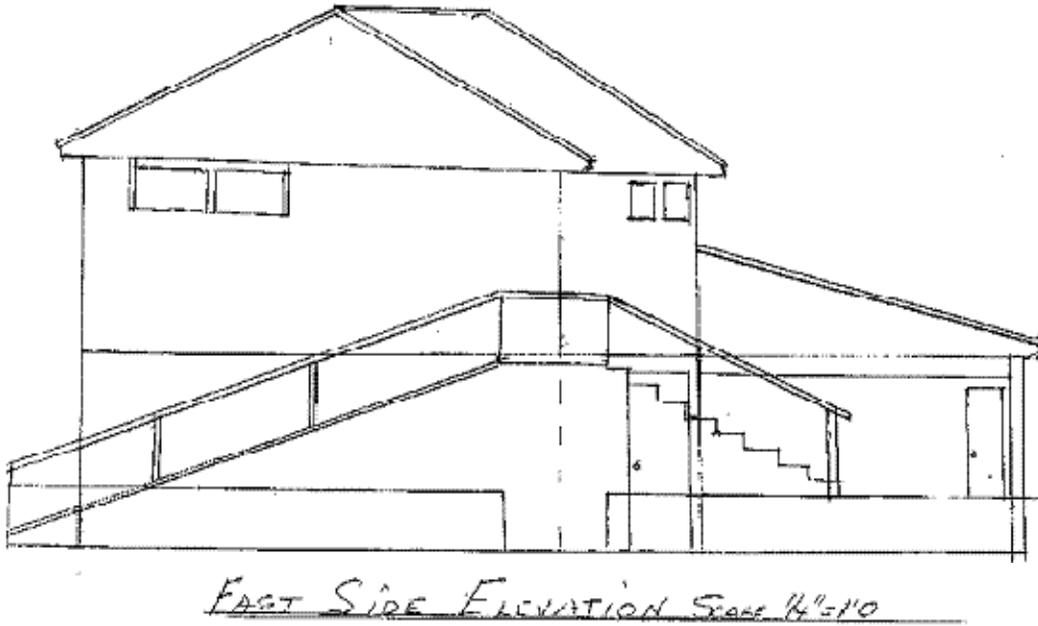
GIVEN under my hand and seal of office, this the \_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

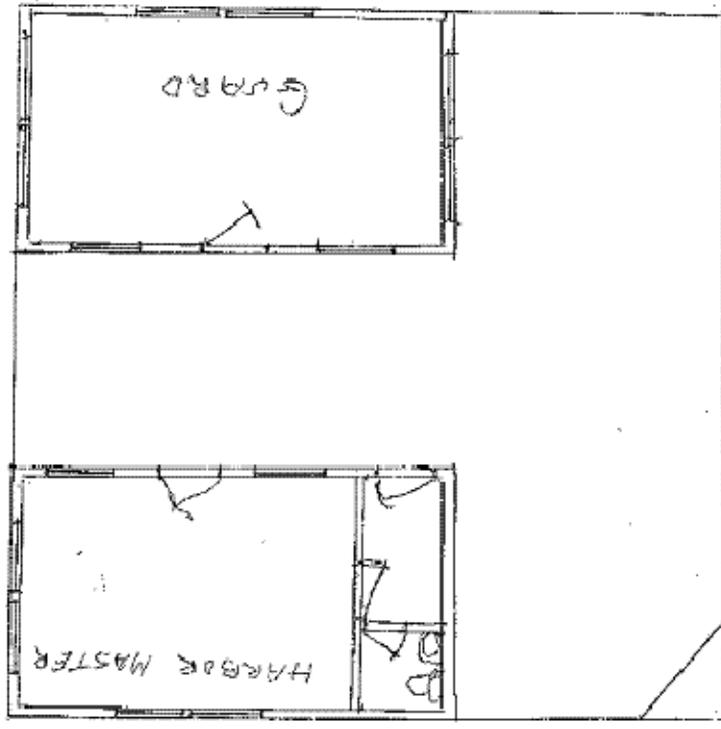
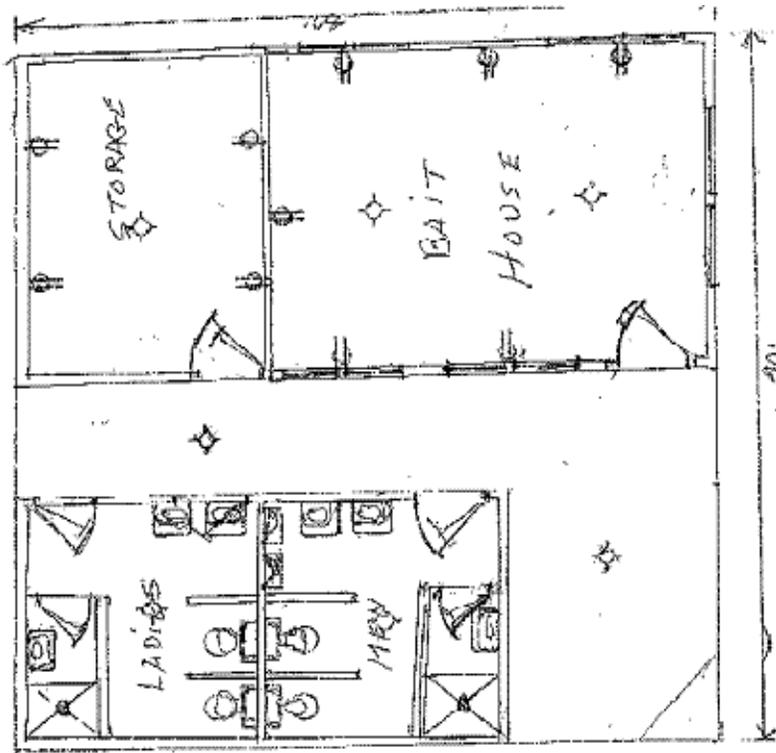
Commissioner Hancock made motion seconded by Commissioner Ehlers and unanimously carried to approve the aforesaid lease agreement.

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There came on for consideration preliminary plans for the rebuilding of the Harbor house. Said plans ordered spread upon the minutes of this meeting as follows:



SCALE 3/16" = 1'-0"



TOP FLOOR HARBOR HOUSE SCALE 3/16" = 1'-0"

After considerable discussion, Commissioner Hancock made motion seconded by Commissioner Nicosia and unanimously carried to direct the City Engineer to review the preliminary sketch and provide an assessment/preliminary design to the Port Commission on the feasibility and cost estimate. It was further ordered that this information be provided at the August 17, 2006, meeting of the Port Commission.

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The commission recognized Mr. Bill Hryhorchuk, representing Wanda Cazaubon, Bait Shop Lessee. After considerable discussion regarding the Bait Shop Lease, Commissioner Ehlers made motion seconded by Commissioner Hancock and unanimously carried to reduce, as a result of the devastation caused by Hurricane Katrina, the bait shop rent to \$25.00 per month, effective September 1, 2005. It was further ordered that the Port Commission reserves the right to amend the lease agreement by and between the Long Beach Port Commission and Wanda Cazaubon upon the reopening of the Bait Shop.

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There was no action required or taken regarding Tidelands.

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The commission recognized Mr. Bryan VonderBruggge for the Port Attorney's report. Mr. VonderBruegge briefly reviewed all Harbor Leases; however, no action was required or taken at this time.

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The commission recognized Mr. Calvin Poupart for the harbormaster's report; whereupon there was no action required or taken.

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There being no further action to come before the Port Commission at this time, Commissioner Ehlers made motion seconded by Commissioner Purchner and unanimously carried to adjourn until the next regular meeting in due course.

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APPROVE:

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Phil Kies, President

ATTEST:

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Stacey Dahl, Deputy City Clerk