

PORT COMMISSION MINUTES
JUNE 21, 2007

Be it remembered that a regular meeting of the Port Commission of the City of Long Beach, Mississippi, was begun and held at the Long Beach School District Central Office, 19148 Commission Road, in said City at 5:30 p.m., it being the third Thursday in June, 2007, 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 Charles Stringer, Charles Purchner, Vernon Ehlers, Robert Starek, Steve Nicosia, Chuck Ryan, Barbara Reed, City Clerk Rebecca Schruff, and Harbormaster Calvin Poupart,

Absent the meeting were Deputy City Clerk Stacey Dahl, Commissioner James Hancock, and Port Attorney Bryan Vonder Bruegge.

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

Commissioner Ehlers made motion seconded by Commissioner Starek and unanimously carried to approve the Port Commission Minutes of May 17, 2007, as submitted.

There came on for consideration the application summary for **Tidelands FY 2009 Harbor Improvements**. Said Request for Funding ordered spread upon the minutes of this meeting in words and figures as follows:

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**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2009 (Form TTF-2, Page 1 of 1)**

APPLICATION SUMMARY

Title of Project: 2009 Harbor Improvements
Requesting Agency: Long Beach Port Commission
Funding Requested: \$7,200,000

<i>Official Use Only</i>
Project No. _____
Submittal No. _____

Instructions - Applicant: Summarize your Tidelands Application below. Give additional detail from IIF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds

The purpose of this proposed project is to reduce shoreline erosion and to enhance the safety and usefulness of the existing area of the Long Beach Smallcraft Harbor. The Harbor was heavily used prior to Hurricane Katrina by boaters and land-based fishermen. Hurricane Katrina caused extensive damage and the usage of the harbor is currently limited to a few vessels utilizing the few boat slips which are still accessible. The boat launch ramps are also open and are heavily used. Although a few fishermen are using the breakwater area at the south end of the harbor and the west breakwater, there are safety issues associated with their use

Repairs to make the harbor essentially like it was before the hurricane have now been approved as FEMA-funded projects; and the first phase of those repairs are now nearly complete. The second phase is to begin no later than May 28, 2007. The total cost for all the FEMA projects is currently estimated at around \$2,200,000. The local share of this will be either 5% or 10%, depending upon whether or not the State of Mississippi will provide a 5% cost share in addition to the 90% FEMA share. The City intends to utilize available Tidelands Funds to pay the local share of these large repair contracts.

In addition to the repair projects, the Long Beach Port Commission proposes two new improvement projects, as funds become available. These projects include the construction of a concrete bulkhead along the northern shore of the Harbor, which will prevent erosion of surrounding areas and siltation of the Harbor, and further allowing future construction of additional berthing slips. Also included is the construction of an expanded west breakwater to address the current safety issues, promote public usage of the west part of the harbor and to enhance public access to fishing areas along the west breakwater.

Other minor repairs or upgrades may also be included, as the need becomes evident.

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**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2009 (Form TTF-1, Page 1 of 2)**

<i>Official Use Only</i>	
Project No. _____	_____
Submittal No. _____	_____

Application Type (Check one) Public Access Project Management Project

¹ Title of Project (Indicate phase): 2009 Harbor Improvements	² Requesting Agency: City of Long Beach Port Commission	³ Funding Requested: \$ 7,200,000 ^{3.1} Matching Funds: \$ 0.00 (excludes previous funding through the Tidelands Trust Fund)	^{3.2} Source of Matching Funds:	^{3.3} Total project Funds: \$ 7,200,000
^{1.1} Location of Project: Long Beach Smaller Craft Harbor	^{2.1} Date of Request: 5/24/07	⁵ Project Manager: David Ball, P.E. ^{5.1} Phone: 228-863-0667 ^{5.2} Fax: 228-863-6232 ^{5.3} Address: A. Garner Russell & Assoc. P.O. Box 1677, Gulfport, MS 39502 E-mail Address: davidball@cablone.net		
⁴ Requesting Agency Representative: Phil Kies, Chairman ^{4.1} Phone: 228-863-1556 ^{4.2} Fax: 228-865-0822 ^{4.3} Address: P.O. Box 929 Long Beach, MS E-mail Address: kiesp@cablone.net	⁶ Applicant Priority: 1 st _____ 2 nd _____ 3 rd _____ Other _____			
⁷ Project Description/Overview: 1. Construct concrete bulkhead along northern shore of Harbor -- \$1,200,000 2. Widen west breakwater -- \$6,000,000				
⁸ Project Goals/Objectives: 1. Stem the erosion of the shoreline and harbor silt on the north end of the harbor and provide more berthing slips. 2. Provide additional public parking space on the widened harbor west side breakwater. The widened breakwater/jetty is to address safety issues and enhance public access to the fishing areas along the west breakwater.	⁹ Project Benefits: Erosion Control Continued safe use of harbor facilities Allows for future expansion of boat slip facilities Enhanced public access to fishing areas			
¹⁰ Summary of Project Tasks: 1. Complete detailed engineering design, plans, and protect manual. 2. Obtain necessary environmental permits. 3. Receive construction bids and complete projects.	¹¹ Project Timetable/Milestones: One year after funds are available ^{11.1} If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years. N/A			

(Attach additional sheets if necessary. Total packet should not exceed 5 pages.)

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**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2009 (Form TTF-1, Page 2 of 2)**

<p>¹ Title of Project: 2009 Harbor Improvements</p>	<p>² Requesting Agency: City of Long Beach Port Commission</p>	<p>³ Amount Requested: \$7,200,000</p>	<p>³ Project Manager: David Ball, P. E.</p>
<p>¹² Categorize the benefits listed in #9 (more than one may apply):</p> <p><input type="checkbox"/> Environmental <input checked="" type="checkbox"/> Economic <input checked="" type="checkbox"/> Safety <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other (Identify)</p>	<p>¹³ Project Category (more than one may apply):</p> <p><input type="checkbox"/> Conservation <input type="checkbox"/> Reclamation <input checked="" type="checkbox"/> Preservation <input type="checkbox"/> Acquisition <input type="checkbox"/> Education <input checked="" type="checkbox"/> Public Access <input checked="" type="checkbox"/> Public Improvement <input type="checkbox"/> Other (Identify)</p>	<p>¹⁴ Have other State or Federal funding sources been identified for the project?</p> <p align="center"><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If Yes, identify:</p>	<p>¹⁵ Current status of Architectural/ Engineering plans & specifications for this project (if applicable): (Check one from each group)</p> <p>Grp 1. <input type="radio"/> Completed <input checked="" type="radio"/> In Progress <input type="radio"/> Ready to Bid <input type="radio"/> Other (Identify)</p> <p>Grp 2. <input type="radio"/> Paid For <input type="radio"/> Funds Budgeted <input checked="" type="radio"/> Funds Not Budgeted</p>
<p>¹⁶ Identify the constituency or interest group(s) which this project will serve: The Public, with emphasis on the residents of South Mississippi.</p>	<p>¹⁷ Identify the service that this project will provide to the group identified in #16. Continued safe use of the Harbor</p>	<p>¹⁸ Will this project enhance an existing water-dependent activity? Identify the activity. Recreational boating and fishing</p>	<p>¹⁹ Project Priority: <input checked="" type="radio"/> Immediate/short-term <input type="radio"/> Deferred/long-term</p>
<p>²⁰ In what way does this project meet the goals and objectives of the Mississippi Coastal Program? Continued safe public usage of the Harbor</p>	<p>²¹ Does this project coordinate with other existing or planned projects? Identify the project(s).</p>		
<p>²² Will this project involve impacting, filling, or dredging coastal wetlands? <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, what acreage: To be determined, following a detailed analysis</p>	<p>²³ Attach project schematics or drawings as appropriate.</p>	<p>²⁴ Signature of Requesting Representative:  (Please use blue ink)</p>	

(Attach additional sheets if necessary. Total packet should not exceed 5 pages.)

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The aforesaid application for funding being put to a roll call vote, the result was as follows:

Commissioner Hancock	voted	Absent, not voting
Commissioner Ehlers	voted	Aye
Commissioner Starek	voted	Aye
Commissioner Nicosia	voted	Aye
Commissioner Kies	voted	Aye
Commissioner Purchner	voted	Aye
Commissioner Ryan	voted	Aye
Commissioner Reed	voted	Aye
Commissioner Stringer	voted	Nay

The question having received the affirmative vote of a majority of the commissioners present and voting, the President declared the motion carried and authorized Mr. David Ball, City Engineer, to submit.

There came on for discussion harbor expansion. After brief discussion and input from Yacht Club members in attendance, Commissioner Starek made motion seconded by Commissioner Ehlers and unanimously carried to schedule a work session with the Yacht Club. Said work session will be held on Monday, July 16, 2007, at 7:00 p.m. at the Yacht Club located in the Long Beach Harbor.

Commissioner Purchner made motion seconded by Commissioner Stringer and unanimously carried to approve the bills as listed on Docket of Claims #062107.

Commissioner Nicosia made motion seconded by Commissioner Starek and unanimously carried to approve the **Unanimous Consent of Directors of Travron, Inc./Lease Assignment, Release and Indemnification Agreement by and among Travron, Inc., S. Pucheu Holdings, LLC. and the Long Beach Port Commission** and order same spread upon the minutes of this meeting in words and figures as follows, noting for the record that Exhibits A, B, and C are on file in the Office of the City Clerk, located at City Hall, 645 Klondyke Road, Long Beach, Mississippi:

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**UNANIMOUS CONSENT OF DIRECTORS
OF
TRAVRON, INC.**

The undersigned, constituting all of the directors of Travron, Inc. (the "Corporation"), in lieu of a meeting, waive any requirements of notice as to time, purpose or place of meeting and consent to the following action of the Corporation:

RESOLVED, that the Corporation hereby consents to the execution of the assignment attached hereto as Exhibit "A";

RESOLVED, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and assumed;

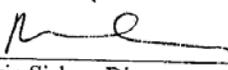
RESOLVED, that Kevin Sickey, Director of the Corporation be, and the same is hereby authorized and directed to, in his sole and uncontrollable discretion, execute any and all documents necessary and proper to evidence and effectuate the intention of these Resolutions and that, when necessary, this unanimous consent or a certified copy be attached to any documents to be executed by the Corporation and to form a part thereof for all purposes;

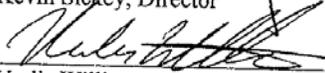
RESOLVED, that any person is entitled to rely solely on the representations of Kevin Sickey regarding the continued and unaltered efficacy of the above resolutions without the need to make further inquiry of any officer, shareholder or director of the Corporation

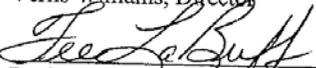
April 25, 2007
Date

April 25, 2007
Date

April 25, 2007
Date


Kevin Sickey, Director


Verlis Williams, Director

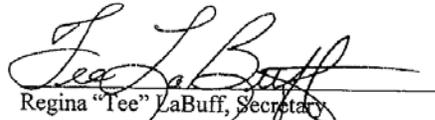

Regina "Tee" LaBuff, Director

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CERTIFICATE

I, the undersigned Secretary of Trivion, Inc. hereby certify that the above signatures represent the signatures of all shareholders and directors as of each date shown above, and that no action of the company has been taken to amend or revoke the above company's action.

Date April 25, 2007


Regina "Tee" LaBuff, Secretary

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LEASE ASSIGNMENT, RELEASE AND INDEMNIFICATION AGREEMENT

THIS LEASE ASSIGNMENT, RELEASE AND INDEMNIFICATION AGREEMENT (the "Agreement") is made this 5 day of June, 2007, by and among TRAVRON, INC., through its duly appointed representative, Kevin Sickey, ("Assignor"); S. PUCHEU, LLC, d/b/a STEVE'S MARINA RESTAURANT, through its duly appointed agent, Steve Pucheu, ("Sub-Assignor"); S. PUCHEU HOLDINGS, LLC, through its duly appointed agent, Steve Pucheu, ("Assignee"); and the Long Beach Harbor Commission, through its chairman, Phil Kies, ("the Commission").

WHEREAS, there exists a lease agreement, dated October 22, 1986, by and between The Commission and James E. Levens, III, Travis Lott and Ronnie Barker, a copy of which is attached hereto as Exhibit "A";

WHEREAS, there exists a sub-lease dated March 31, 1987, by and between James E. Levens, III, Travis Lott and Ronnie Barker and Travron, Inc., a copy of which is attached hereto as Exhibit "B";

WHEREAS, there exists a sublease agreement by and between Travron, Inc., and S. Pucheu, LLC, executed by Travron, Inc., on February 8, 2001 and by S. Pucheu, LLC on February 5, 2001, a copy of which is attached hereto as Exhibit "C";

WHEREAS, Travron, Inc., desires to assign and transfer its rights under the sub-lease attached as Exhibit "B" to S. Pucheu Holdings, LLC;

WHEREAS, S. Pucheu, LLC, desires to assign and transfer its rights under the sub-lease attached as Exhibit "C" to S. Pucheu Holdings, LLC;

WHEREAS, S. Pucheu Holdings, LLC, desires to accept assignment and transfer from Travron, Inc., and S. Pucheu, LLC, of the rights under Exhibits "B," and "C," and to take all of Assignor's and Sub-Assignor's rights under any of the leases;

WHEREAS, the assignment and transfer of the sub-lease by Travron, Inc., to S. Pucheu Holdings, LLC, and assignment and transfer from S. Pucheu, LLC, to S. Pucheu Holdings, LLC, and the release of Travron from future obligations, will benefit The Long Beach Harbor Commission; and

WHEREAS, to cause Travron, Inc., to assign and transfer its rights under the sub-lease attached hereto as Exhibit "B," and to cause S. Pucheu, LLC, to assign and transfer its rights under the sub-lease attached hereto as Exhibit "C," the Parties desire to determine the respective rights, benefits, duties and obligations to each other and enter into this Agreement on the terms and conditions set forth herein

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which is

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hereby acknowledged, the parties hereto agree as follows:

1. Assignment of leasehold interests:
 - a. Except as otherwise set out herein, Assignor hereby assigns and transfers to Assignee, and Assignee hereby agrees to accept, all rights and obligations of Assignor contained in Exhibits "A," "B," and "C."
 - b. Except as otherwise set out herein, Assignor retains all obligations and liabilities, if any, under Exhibits "A," "B," or "C," and that arise prior to the date of this Agreement.
 - c. Sub-Assignor hereby assigns and transfers to Assignee, and Assignee hereby agrees to accept, all rights of Sub-Assignor contained in Exhibit "C."

2. Release, Hold Harmless and Indemnification.
 - a. Sub-Assignor and Assignee expressly agree to release and hold the Assignor harmless and to indemnify and defend Assignor from all damages, liability, loss or expenses, costs, claims, and legal proceedings, ("the Losses") of anyone other than Sub-Assignor and Assignee relating to or arising out of Exhibits "A," "B," or "C," which arise after the date of this Agreement. Sub-Assignor and Assignee expressly agree to release and hold the Assignor harmless from all Losses of Sub-Assignor or Assignee arising out of Exhibits "A," "B" or "C" which arose prior to the date of this Agreement, whether or not said Losses were known as of the date of this Agreement.
 - b. Assignor expressly agrees to release and hold the Sub-Assignor and Assignee harmless and to indemnify and defend the Sub-Assignor and Assignee from all Losses of anyone other than Assignor relating to or arising out of Exhibits "A," "B," or "C," which arose prior to the date of this Agreement, whether or not said Losses were known as of the date of this Agreement. Assignor expressly agrees to release and hold the Sub-Assignor and Assignee harmless and to indemnify and defend the Sub-Assignor and Assignee from all Losses of Sub-Assignor or Assignor arising out of Exhibits "A," "B" or "C" which arose prior to the date of this Agreement, whether or not said Losses were known as of the date of this Agreement.
 - c. The Commission expressly agrees to release Assignor, from any and all Losses of the Commission relating to or arising out of Exhibits "A," "B" or "C" and which arise after the date of this Agreement, whether or not said Losses were known as of the date of this Agreement. The Commission expressly agrees to release Assignor, James E. Levens, III, Travis Lott and Ronnie Barker from any obligation or Losses arising out of any obligation contained in Exhibits "A," "B" or "C" to build.
 - d. The releases herein shall not be or deemed to be a release of any claims any party may have against any other party arising out of or relating to a party's breach of this

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Agreement.

3. Consideration. Assignor acknowledges that after negotiation and agreement, it has been paid a certain amount of money from insurance proceeds, the receipt of which is hereby acknowledged. This money represents part of the consideration for the leasehold interests being assigned herein.
4. Representations and Warranties. Assignor and Sub-Assignor hereby represent and warrant that there are no liens or encumbrances affecting the leasehold interests being assigned, except as contained in the leases or otherwise described in this Agreement; Assignor and Sub-Assignor know of no Losses, whether or not asserted against Assignor or Sub-Assignor or any person or entity, existing at the time of this Agreement, except as contained herein or already revealed to Assignee; Assignor and Sub-Assignor have all of the right, title and interest in and to all of the leasehold interests being assigned; no other authorizations, agreements, or authorities are necessary to execute and deliver the documents described herein to assign the leases; the signatories to this Agreement have all of the requisite power and authority to execute this Agreement.
5. Sub-Leases Unencumbered; Travon in Compliance. Assignor has not assigned, hypothecated or otherwise encumbered the sub-leases cited herein, except to S. Pucheu, LLC, and no lien exists upon the sub-leases. Travon expressly represents that as of the date of this Agreement, the sub-lease attached as Exhibit "B," is full force and effect, and Travon is in full compliance with all of the terms of the sub-lease.
6. Cooperation on Insurance Proceeds. Assignor agrees to cooperate with Sub-Assignor in obtaining any and all insurance proceeds available to Sub-Assignor arising from, relating to or in any way in connection with any damage to any structures on the premises as described in the leases. Sub-Assignor expressly acknowledges and agrees that Assignor has been paid on an insurance policy or policies for loss suffered from Hurricane Katrina and that Assignor shall retain all insurance monies paid to Assignor.
7. Pre-closing Tax Liability. The Assignor expressly agrees that it is and will remain liable for all tax liabilities arising out of Exhibits "A", "B" or "C", whether recorded or unrecorded on the books of the Assignor as of the date of this Agreement.
8. Cooperation. Upon written request, the parties hereto shall execute such additional documents and perform such further acts as may be reasonably necessary to effectuate the purpose of this Agreement.
9. Multiple Parts. This Agreement may be executed in two or more original counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
10. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter herein contained; cannot be altered, amended,

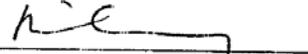
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modified, terminated or rescinded except by a writing executed by all of the parties hereto; and shall inure to the benefit of the parties hereto and their respective successors, transferees, heirs, assigns and beneficiaries.

11. Choice of Law; Venue. This Agreement shall for all purposes be construed in accordance with and governed by the laws of the State of Mississippi. Any action or proceeding hereunder shall be instituted in the First Judicial District of Harrison County, Mississippi.
12. Default and Remedies. All parties have the right to specifically enforce this Agreement.
13. Attorneys Fees. In any proceeding instituted to enforce an obligation or protect a right hereunder, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs incurred in connection with such proceeding in addition to its judgment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Travron, Inc., "Assignor":

By: 
Kevin Sickey, President

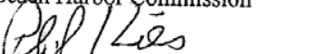
S. Pucheu, LLC, "Sub-Assignor":

By: 
Steve Pucheu, Managing Member

S. Pucheu Holdings, LLC, "Assignee":

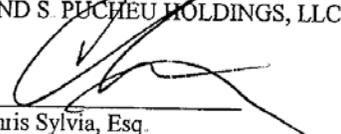
By: 
Steve Pucheu, Managing Member

Long Beach Harbor Commission

By: 
Phil Kies, Chairman

AGREED AS TO FORM AND CONTENT:


R. Hayes Johnson, Jr. (MSB #10697)
JOHNSON LAW FIRM, PLLC
1918 15th Street
Gulfport, MS 39501
228 868 5444-telephone
228 868 5499-facsimile
ATTORNEYS FOR S. PUCHEU, LLC;
AND S. PUCHEU HOLDINGS, LLC


Chris Sylvia, Esq.

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Faircloth, Vilar & Elliott
P O Box 12730
Alexandria, LA 71315
ATTORNEYS FOR TRAVRON, INC.


Bryan Vonderbruegge
x Post office Box 1255
x Long Beach, MS 39560
x
ATTORNEYS FOR LONG BEACH
HARBOR COMMISSION

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STATE OF LOUISIANA
~~PARISH~~
COUNTY OF RAPIDES

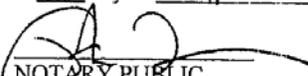
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named KEVIN SICKEY, who after being duly sworn by me, did state on his oath that the matters, things, and statements set forth above are true and correct to the best of his recollection and knowledge, and that he is duly authorized to sign the Agreement.

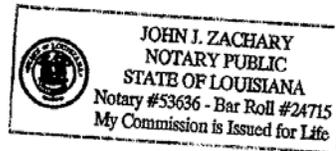
Signed:


KEVIN SICKEY, PRESIDENT
Travron, Inc.

SWORN TO AND SUBSCRIBED before me, this the 25th day of April, 2007.

My commission expires: at death


NOTARY PUBLIC



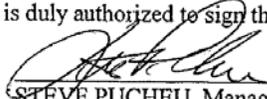
**PORT COMMISSION MINUTES
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STATE OF MISSISSIPPI

COUNTY OF Harrison

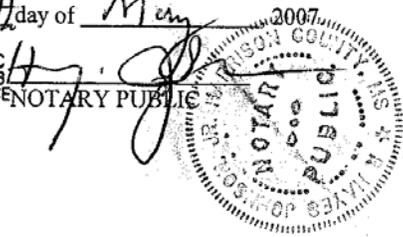
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named STEVE PUCHEU, who after being duly sworn by me, did state on his oath that the matters, things, and statements set forth above are true and correct to the best of his recollection and knowledge, and that he is duly authorized to sign the Agreement

Signed:


STEVE PUCHEU, Managing Member
S. Pucheu Holdings, LLC; and
S. Pucheu, LLC

SWORN TO AND SUBSCRIBED before me, this the 14th day of May, 2007

My commission expires: _____
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV 13, 2008
BONDED THRU STEGALL NOTARY SERVICE

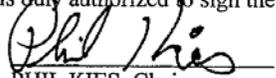


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STATE OF Mississippi
COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named STEVE PUCHEU, who after being duly sworn by me, did state on his oath that the matters, things, and statements set forth above are true and correct to the best of his recollection and knowledge, and that he is duly authorized to sign the Agreement

Signed:



PHIL KIES, Chairman
Long Beach Harbor Commission

SWORN TO AND SUBSCRIBED before me, this the 5th day of June, 2007.

My commission expires:




NOTARY PUBLIC

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The commission recognized Mr. Charlie Henderson and his request to install a boat lift on his Slip #43, Pier 1. It was noted for the record that Mr. Henderson had a boat lift on his previous slip, prior to Hurricane Katrina. Mr. Henderson will comply with construction standards regarding the installation of the boat lift and slip rent will be based upon the fees regarding a 27 foot vessel occupying the slip. Commissioner Ehlers made motion seconded by Commissioner Ryan to approve the boat lift and base Mr. Henderson's slip rent fee on a 27 foot vessel occupying the slip.

Upon continued discussion, Commissioner Nicosia offered substitute motion seconded by Commissioner Reed and unanimously carried to approve the installation of a boat lift on Pier 1, Slip #43, and to base Mr. Henderson's slip rent upon the fees regarding a 30 foot vessel occupying the slip.

There was no one present to discuss Agenda Item 5.b. – Live Bait Man.

The commission recognized Mr. Keith Fulton, lessee d/b/a Southern Charter Services, LLC., regarding a deck on his sales building and the selling of snow-balls and miscellaneous . The Port Commission cautioned Mr. Fulton that any improvements or variances to his lease require prior Port Commission approval.

Upon continued discussion, Mr. Fulton requested authorization to install a floating dock to divert traffic from Pier 5 and to allow boarding for his charter service to Cat Island. Commissioner Stringer made motion seconded by Commissioner Purchner and unanimously carried to approve Mr. Fulton's aforesaid request.

Commissioner Stringer left the meeting.

The commission recognized Mr. Calvin Poupart for the Harbormaster's report. Mr. Poupart requested authorization to hire Mr. James Page, part-time harbor guard, to permanent harbor guard. Commissioner Ehlers made motion seconded by Commissioner Purchner and unanimously carried to approve Mr. Poupart's aforesaid request.

There was no Port Attorney's report due to his absence.

There being no further business to come before the Port Commission at this time, Commissioner Purchner made motion seconded by Commissioner

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Ehlers and unanimously carried to adjourn until the next regular meeting in due course.

APPROVED:

PHIL KIES, PRESIDENT

DATE:

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK