

**PORT COMMISSION
NOVEMBER 19, 2009**

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 Office, 19148 Commission Road, in said City at 5:30 p.m. o'clock, it being the third Thursday in November, 2009, and the same being the time, date, and place fixed for holding said meeting. There were present and in attendance on said Commission and at the meeting the following named persons: Commission President Phil Kies, Vice President James Hancock, Secretary Barbara Reed, Commissioners David Marks, Vernon Ehlers, Chuck Ryan, Charles Purchner, Barney Hill, Rod Rishel, Harbormaster Calvin Poupart, Port Attorney James C. Simpson, Jr., and Deputy City Clerk Stacey Dahl.

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

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

Commissioner Ehlers made motion seconded by Commissioner Hancock and unanimously carried to approve the regular minutes of October 15, 2009, and the special meeting minutes of November 12, 2009.

Commissioner Rod Rishel was preliminarily absent the meeting and arrived at 5:40 p.m.

The commission recognized Mr. David Vicknair, Project Manager with Broaddus and Associates. Mr. Vicknair apprised the commission on the status of harbor projects, including extensive discussion on dredging; however there was no formal action required or taken.

There came on for consideration an **ASSIGNMENT AND ASSUMPTION OF LEASE by and among JUSTIN ROLAND AND GULFPORT HARBOR FUEL AND BAIT, INC.** It was determined that the initial lease entered into by the Long Beach Port Commission and Mr. Justin Roland should have been entered into with Mr. Roland's company name. Commissioner Marks made motion seconded by Commissioner Purchner to approve the aforesaid **ASSIGNMENT AND ASSUMPTION OF LEASE** and spread it upon the minutes of this meeting in words and figures as follows:

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Space Above Line For Official Use Only

Instrument Prepared By and Return To:	Grantor's Address:	Grantee's Address:

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement") is made as of this _____ day of _____, 2009, (the "Effective Date") by and among JUSTIN ROLAND, d/b/a/ The Tackle Box, (the "Assignor") **GULFPORT HARBOR FUEL AND BAIT INC**, a Mississippi company (the "Assignee"). The Long Beach Harbor Commission, through its chairman, Phil Kies, and the City of Long Beach, Mississippi, through its Mayor Billy Skellie, are parties to this Agreement solely for the purpose of consenting to paragraphs 3 and 4 set forth herein.

RECITALS:

WHEREAS, the Long Beach Harbor Commission, through its chairman, Phil Kies, and the City of Long Beach, Mississippi, through its mayor Billy Skellie, (collectively the "Lessor") acting in its capacity as lessor entered into that that certain Lease Agreement by and between Lessor and JUSTIN ROLAND, d/b/a/ The Tackle Box, dated Aug 7, 2009; and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Lease to Assignee in accordance with the terms and conditions set forth herein; and

WHEREAS, subject to the terms hereof, Lessor has consented to the assignment of the Lease from Assignor to Assignee as required by the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignment. Assignor does hereby SELL, CONVEY, ASSIGN, TRANSFER and DELIVER to Assignee, and Assignee hereby purchases and accepts effective as of the Effective Date, all of Assignor's right, title and interest in, to and under the Lease.

2. Assumption. Assignee does hereby, effective as of the Effective Date (a) accept the foregoing assignments of Assignor's rights, title and interest in, to and under the Lease, and (b) from and after the Effective Date, assumes, undertakes and agrees to pay, perform, honor and discharge promptly when due all of Assignor's obligations as lessor pursuant to the Lease in accordance with their respective terms.

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3. Consent to Assignment and Assumption of Lease, Release of Assignee. Lessor has consented to the transaction set forth herein conveying and assigning the Lease to the Assignee to the extent such consent is required under the Lease. The foregoing consent shall not be deemed to constitute Lessor's consent to any further assignment(s) or transfer(s) of the Lease requiring Lessor's consent pursuant to the terms of the Lease.

4. No Release of Assignor. This Assignment and the agreement there to by Lessor shall not relieve the Assignor from all his liabilities and obligations under the Lease. In no event shall this Agreement be construed as granting or conferring upon the Assignor or the Assignee any greater rights than those contained in the Lease nor shall there be any diminution of the rights and privileges of the Lessor under the Lease, nor shall the Lease be deemed modified in any respect. It is specifically understood that Lessor is a party to this Agreement specifically to grant the consent and release and set forth in paragraph 3 and 4 and for no other purpose and, notwithstanding anything to the contrary contained in this Agreement, is not bound by any terms, provisions, representations or warranties contained in this Agreement and is not obligated to Assignor or Assignee for any of the duties and obligations contained therein.

5. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery; (b) reputable overnight delivery service with proof of delivery; (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested; or (d) legible facsimile transmission, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as contained in the lease.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ASSIGNOR:

JUSTIN ROLAND, d/b/a The Tackle Box

ASSIGNEE:

Gulfport Harbor Fuel and Bait, Inc.,
a Mississippi company

By: _____
Justin Roland, President

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Lessor's Consent:

Long Beach Harbor Commission

By: _____

Name: _____

Title: _____

City of Long Beach, Mississippi

By: _____

Name: _____

Title: _____

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before, the undersigned authority for said state and county Justin Roland, who acknowledged to me that he executed the foregoing instrument on the day and year therein stated.

GIVEN under my hand and official seal of office on this the ____ day of _____, 2009.

Notary Public

My Commission Expires:

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before, the undersigned authority for said state and county, Justin Roland, President of Gulfport Harbor Fuel and Bait, Inc., who acknowledged to me that he executed the foregoing instrument on the day and year therein stated, for and on behalf of said company, as its act and deed, after first being duly authorized so to do.

GIVEN under my hand and official seal of office on this the ____ day of _____, 2009.

Notary Public

My Commission Expires:

The question being put to a roll call vote, the result was as follows:

Commissioner Marks	voted	Aye
Commissioner Ehlers	voted	Aye
Commissioner Reed	voted	Aye
Commissioner Hancock	voted	Aye
Commissioner Kies	voted	Aye
Commissioner Purchner	voted	Aye
Commissioner Ryan	voted	Aye
Commissioner Hill	voted	Aye
Commissioner Rishel	voted	Aye

The question having received the affirmative vote of all the commissioners present and voting, the President declared the **motion carried**.

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There was no action required or taken regarding Tidelands.

There came on for consideration a letter from the Civil Service Commission regarding the Harbor Master Position; whereupon Commissioner Purchner made motion seconded by Commissioner Hancock to go into executive session for the transaction of public business, to-wit: to discuss with and seek the advice of the Port Attorney regarding a specific personnel matter at the harbor. The question being put to a roll call vote, the result was as follows:

Commissioner Marks	voted	Aye
Commissioner Ehlers	voted	Aye
Commissioner Reed	voted	Aye
Commissioner Hancock	voted	Aye
Commissioner Kies	voted	Aye
Commissioner Purchner	voted	Aye
Commissioner Ryan	voted	Aye
Commissioner Hill	voted	Aye
Commissioner Rishel	voted	Aye

The question having received the affirmative vote of all the commissioners present and voting, the President declared the **motion carried**.

The meeting resumed in open session and based upon information obtained in executive session, Commissioner Reed made motion seconded by Commissioner Purchner to direct the Civil Service Commission to continue the process for establishing an eligibility list for the Harbor Master position. The motion passed upon the voice vote of a majority of the commissioners present, with Commissioners Rishel and Hill abstaining.

Commissioner Purchner made motion seconded by Commissioner Hancock and unanimously carried to approve the bills listed on Docket of Claims #HBR102009, #HBR110309, and #HBR111709 as submitted.

The commission recognized Mr. James C. Simpson, Jr. for the Port Attorney's report. Mr. Simpson apprised the commission on a litigation matter, of which no action was required or taken.

There came on for consideration engaging the services of Mr. Raymond T. Dauenhauer, State- Licensed Real Estate Appraiser and Consultant, regarding the market value appraisal on two non-contiguous vacant parcels of land located in the Long Beach Harbor. Bid and qualifications ordered spread upon the minutes of this meeting in words and figures as follows:

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Dauenhauer and Associates, PLLC
REAL ESTATE APPRAISERS & CONSULTANTS

November 19, 2009

Mr. Phil Kies
709 Dogwood Drive
Long Beach, MS 39560

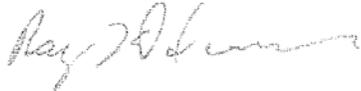
Re: Response to Verbal Bid Request on Two Parcels of Land Located in the Long Beach Harbor

Dear Mr. Kies:

This letter is in response to our telephone conversation yesterday regarding a possible appraisal engagement to do a market value appraisal on two non-contiguous vacant parcels of land located in the Long Beach Harbor. Based on our conversation and your description of the land and your requirements, I respectfully submit a bid of \$3,200 total for both appraisals. My understanding is you required separate narrative reports in Summary Formats. Time frame for delivery is to be no more than three weeks from the time of receipt of a formal written engagement letter.

Attached is a copy of my licenses, Errors and Omission Insurance binder and summary of qualifications.

Respectfully submitted,



Raymond T. Dauenhauer, CCIM
State-Licensed Cert. Gen. R.E. Appraiser GA 732

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QUALIFICATION SUMMARY

RAYMOND T. DAUENHAUER, CCIM

ADDRESS:

Dauenhauer and Associates, PLLC
1636 Poppo Ferry Road - Suite 237 - Biloxi, Mississippi 39532
Office: 228.396.0230 **Cell:** 228.365.2281 **Fax:** 228.396.0520

WORK HISTORY:

2006 - Present Dauenhauer and Associates, PLLC – President
2006 - 2006 Gerald A. Teel Company, Houston – Commercial Appraiser
2004 - 2005 Dauenhauer and Associates, PLLC – President
2002 - 2004 Ladner Appraisal Group – Commercial Appraiser
1996 - Present Grubb & Ellis | Sawyer Commercial - Broker Associate
1997 - 1998 Vic Porter Appraisal - Residential Real Estate Appraiser
1987 - 1996 United States Air Force - Communications-Computer Officer
1984 - 1986 Louisiana Tech University - College Student
1971 - 1984 United States Air Force - Electronic Maintenance Technician

DEGREES/DESIGNATIONS:

2000 COMMERCIAL INVESTMENT REAL ESTATE INSTITUTE - CCIM
1993 UNIVERSITY OF SOUTHERN CALIFORNIA - M.S. Systems Magt.
1986 LOUISIANA TECH UNIVERSITY - B.S. in Computer Science
2006 AQB Certified USPAP Instructor

LICENSES:

Real Estate Broker, Mississippi License # B12345 (1995)
State-Licensed Cert. Gen. RE Appraiser, MS License # GA 732
(Licensed in 1995 Certified in 2004)

FORMAL EDUCATION:

2007 AQB Certified USPAP Instruction Class

2001- 2007 APPRAISAL INSTITUTE

15 clock hours in **AQB Certified Instructor Course**
39 clock hours in Course 110 **Appraisal Principles**
39 clock hours in Course 120 **Appraisal Procedures**
39 clock hours in Course 310 **Basic Income Capitalization**
8 clock hours in Course 420 **Standards of Professional Practice**
39 clock hours in Course 320 **Appraisal Applications**
8 clock hours in **Rates and Ratios**
8 clock hours in **Mathematical Modeling**

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8 clock hours in **Appraising Convenience Stores**
39 clock hours in Course 510 **Advanced Income Capitalization**
39 clock hours in Course **Market Analysis and Highest and Best Use**

2000 COMMERCIAL INVESTMENT REAL ESTATE INSTITUTE

176 clock hours total:

CI 401 Introduction to Commercial Investment Real Estate

CI 101 Financial Analysis

CI 102 Market Analysis

CI 103 Lease Analysis

CI 301 Decision Analysis

1997 McKISSOCK DATA SYSTEMS

20 clock hours in Appraisal Review, USPAP, and 2-4 Family Residential

1995 UNIVERSITY OF SOUTHERN MISSISSIPPI

12 semester hours in Real Estate Principles, Law, Finance
& Income Valuation

1994 MISSISSIPPI GULF COAST COMMUNITY COLLEGE

3 semester hours in Residential Real Estate Appraisal

1994 WEST GULF COAST BOARD OF REALTORS

120 clock hours GRI I, II, III

PROFESSIONAL ASSOCIATES AND MEMBERSHIPS

AQB Certified USPAP Instructor

Associate Member of the Appraisal Institute

Former Director of Gulf Coast Board of Realtors

Member of the Commercial Investment Real Estate Institute, CCTM

Mississippi Gulf Coast Community Collage Adjunct Professor

LIST OF MAJOR CLIENTS

Hancock Bank

Whitney Bank

Charter Bank

Community Bank

Bancorp South

Peoples Bank

Ameris Bank

Regions Bank

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After considerable discussion, Commissioner Marks made motion seconded by Commissioner Ehlers and unanimously carried to engage the services of Mr. Raymond T. Dauenhauer as set forth above. It was further ordered that the Port Attorney would furnish all pertinent information regarding the aforesaid property to the appraiser.

The commission recognized Mr. Calvin Poupart for the Harbormaster's report. Mr. Poupart reported on various harbor matters, none of which required any action.

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

APPROVE:

PHIL KIES, PRESIDENT

DATE:

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK