

**PORT COMMISSION MINUTES**  
**April 22, 2010**

Be it remembered that a Recess Meeting of the Port Commission of the City of Long Beach, Mississippi, was begun and held in the IT Building, located at 645 Klondyke Road, adjacent to the Central Fire Station, in said city on Thursday, April 22, 2010, at 5:30 p.m. o'clock, and the same being the time, date, and place fixed by order of the Port Commission recessing the meeting from Thursday, April 15, 2010.

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There were present and in attendance on said Commission the following named persons: Commission President Phil Kies, Secretary Barbara Reed, Commissioners Vernon Ehlers, Rod Rishel, Charles Purchner, Barney Hill, Harbormaster Michael White, Port Attorney James C. Simpson, Jr., and Deputy City Clerk Stacey Dahl.

Absent the meeting were Commission Vice President James Hancock and Commissioners Chuck Ryan and David Marks.

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

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The commission recognized Mr. Jimmy Levens, Lessee/Managing Member, Blue Ridge Properties, LLC.

After considerable discussion regarding proposed amendments to the Blue Ridge Properties Lease, i.e. percentage of rent on gross sales, square footage of building, construction completion date, and liquidated damages, Commissioner Kies made motion seconded by Commissioner Purchner to go into executive session for the transaction of public business to-wit: to discuss with and seek the legal advice and counsel of the Port Attorney regarding lease negotiations. The question being put to a roll call vote, the result was as follows:

Commissioner Marks	voted	Absent, not voting
Commissioner Ehlers	voted	Aye
Commissioner Ryan	voted	Absent, not voting
Commissioner Hancock	voted	Absent, not voting
Commissioner Kies	voted	Aye
Commissioner Purchner	voted	Aye
Commissioner Reed	voted	Aye

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Commissioner Rishel                   voted           Aye

Commissioner Hill                   voted           Aye

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

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The meeting resumed in open session and based upon discussion held in executive session, Commissioner Reed made motion seconded by Commissioner Hill and unanimously carried to approve and spread the following **Amendment To Amended and Restated Lease Agreement** upon the minutes of this meeting in words and figures as follows:

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**AMENDMENT TO AMENDED AND  
RESTATED LEASE AGREEMENT**

THIS AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT (this "Amendment") is made and entered into this \_\_\_\_\_, 2010, but by agreement of the parties shall be considered to be effective as of February 11, 2010 (the "Effective Date") of the AMENDED AND RESTATED LEASE AGREEMENT by and between the LONG BEACH PORT COMMISSION (hereinafter referred to as "Lessor") and BLUE RIDGE PROPERTIES LLC, a Mississippi limited liability company (hereinafter referred to as "Lessee").

WHEREAS, the parties have previously entered into an AMENDED AND RESTATED LEASE AGREEMENT with an Effective date of February 11, 2010, such agreement being recorded March 1, 2010 as Instrument Number 2010 1735 -D-J1 in the office of the Chancery Clerk of Harrison County , Mississippi, First Judicial District; and

WHEREAS, the parties wish to amend said AMENDED AND RESTATED LEASE AGREEMENT for the purposes stated below, it is therefore agreed as follows:

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants herein contained and for other good, lawful and valuable consideration given and received by each of the parties to be bound hereby, the parties agree that the AMENDED AND RESTATED LEASE AGREEMENT between them as referenced above shall be amended as

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follows:

1. Article 3 shall read as follows:

**ARTICLE 3**

**RENT**

Section 3.1 Rent. Lessee shall pay Lessor rent for the Leased Premises as

follows:

A. Base Rent. Lessee shall pay to Lessor base rent of One Thousand Three Hundred Five & no/100 Dollars (\$1,305.00) per month (the "Base Rent"), payable in advance on the first day of each month. The Base Rent will be increased by three percent (3%) for each year of the Initial Term of this Lease. At the end of the Initial Term the Base Rent shall be redetermined by appraisals obtained by Lessor of the fair market value of the Leased Premises, and upon receipt thereof shall notify the Lessee of the fair market rental rate as determined by the appraisers. Lessee shall have Thirty (30) days from its receipt of the notice of fair market rental rate to exercise its option to renew the term of the Lease under the new Base Rent. In each year following the Base Rent adjustment date, the Base Rent shall increase by 3% for that year.

B. Non-Gaming Percentage Rent. In addition to the Base Rent, Lessee shall pay Lessor as additional percentage rent calculated annually an amount equal to two percent (2%) of the annual gross sales of between \$2,000,000.00 and \$3,000,000.00 generated from any commercial, non-gaming operations located on the Leased Premises during the Term; three percent (3%) of the annual gross sales of between \$3,000,000.00 and \$4,000,000.00 generated from any

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commercial, non-gaming operations located on the Leased Premises during the Term, and an amount equal to four percent (4%) of the annual gross sales of over \$4,000,000 from any commercial, non-gaming operations located on the Leased Premises during the Term (collectively, the "Non-Gaming Percentage Rent"). For the purpose of verifying the Non-Gaming Percentage Rent, Lessee shall promptly provide to Lessor all sales tax returns of Lessee at the same time such sales tax returns are provided to the Mississippi State Tax Commission. Lessee shall pay the Non-Gaming Percentage Rent to Lessor for each calendar quarter, or portion thereof for the beginning or end of the Term, at the same time as periodic Mississippi State Sales Tax returns are due to be filed within thirty (30) days after the end of each calendar quarter

C. Pre-Paid Rent. Lessor acknowledges receipt from Lessee of pre-paid base rent and Non-Gaming Percentage Rent, as applicable, in the amount of Ten Thousand Dollars (\$10,000.00) (the "Pre-Paid Rent"). The Pre-Paid Rent shall be credited dollar for dollar towards Lessee's liability for base rent and Non-Gaming Percentage Rent from the Commencement Date, and the cost of the appraisals of Parcels B and C, and shall be non refundable in the event of termination of the Lease for any reason.

D. During the Initial Term and in addition to the Base Rent and the Non-Gaming Percentage Rent, Lessee will also to pay Lessor as additional percentage rent an amount equal to two percent (2%) of the annual gross gaming revenues derived from any gaming operations of Lessee located on the Leased Premises, and from any gaming operations of Lessee located on land adjacent to the Leased

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Premises and within applicable legal limits from the mean high-water line (as defined in Section 29-15-1, MCA) of the waters within the State of Mississippi in accordance with Section 87-1-5, MCA, as amended, but in no event less than Five Hundred Thousand Dollars (\$500,000) per year. From and after the beginning and through the remainder of the Secondary Term and in addition to the Base Rent and the Non-Gaming Percentage Rent, Lessee shall pay Lessor as additional rent percentage rent an amount equal to two and one-half percent (2.50%) of annual gross gaming revenues derived from any gaming operations of Lessee located on the Leased Premises, and from any gaming operations of Lessee located on land adjacent to the Leased Premises and within applicable legal limits feet from the mean high-water line (as defined in Section 29-15-1, MCA) of the waters within the State of Mississippi in accordance with Section 87-1-5, MCA, as amended, but in no event less than Five Hundred Thousand Dollars (\$500,000) per year (collectively, the "Gaming Percentage Rent", and the Base Rent, the Non-Gaming Percentage Rent and the Gaming Percentage Rent shall be referred to collectively as the "Rent"). Lessee shall pay the Gaming Percentage Rent to Lessor for each calendar quarter, or portion thereof for the beginning or end of the Term, within thirty (30) days after the end of each calendar quarter. This provision applies to any period of time during which gaming operations have occurred.

Section 3.2 Payments. All Rent shall be payable at Lessor's place of business or at such other place as Lessor may designate in writing.

Section 3.3 Other Items. It is the intention of Lessor and Lessee that the Rent

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herein specified shall be net to Lessor in each year during the Term of this Lease, that all costs, expenses, taxes charges and obligations of every kind relating to the Leased Premises, including, but not limited to the costs of maintaining and repairing the Leased Premises, which may arise or become due during the Term of this Lease shall be paid by Lessee, and that Lessor shall be indemnified by Lessee against such costs, taxes, expenses, charges and other obligations.

2. Article 4 shall read as follows:

**ARTICLE 4**

**CONSTRUCTION, ALTERATIONS AND EQUIPMENT**

Section 4.1 General. Lessee shall, at its sole cost and expense, construct a building on the Leased Premises for the uses described in Article 5 below having a minimum total investment including the development of plans, specifications, surveys and construction of not less than \$1,500,000.00, and a minimum of 4,000 square feet under roof, a minimum of 2,600 square feet of which shall be enclosed and heated and cooled. Lessee shall submit a rendering of the proposed building within 30 days of the Effective Date of this Lease. All such construction shall be done in good workmanlike manner and shall be in compliance with all applicable laws, codes, ordinances, rules, regulations and orders of federal, state and local governmental and public bodies and agencies having jurisdiction over the performance of such construction work. Lessor shall cooperate with Lessee's efforts in obtaining all governmental consents, approvals

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and permits, provided all costs thereof shall be paid by Lessee.

Section 4.2 Initial Construction. Prior to initial construction, final building plans and specifications shall be submitted to Lessor for approval, accompanied by an estimated construction cost budget or contract proving the minimum cost as described above. Provided such plans, specifications and cost are in substantial conformance with the drawings, renderings and/or plans furnished by Lessee and approved by Lessor as set forth in Section 4.1, such approval shall not be unreasonably withheld or delayed.

Section 4.3 Failure to Submit Plans, Commence Construction or Complete Construction. Lessee shall submit final building plans and specifications for approval to Lessor within ninety (90) days from Lessor's approval of the rendering of the proposed building. Lessee shall obtain a building permit from the City of Long Beach and commence actual construction of such building and permitted structure within sixty (60) days of final approval by Lessor of such plans and specifications and issuance of the building permit, and thereafter proceed with commercially reasonable diligence to complete such construction. Failure to comply with the stated deadlines shall be grounds for termination of this lease. Notwithstanding anything in this paragraph to the contrary, construction shall be completed not later than August 1, 2011. Failure to have such facility completed by August 1, 2011 and occupied by September 1, 2011 shall be considered an act of default hereunder.

In addition to any other remedies allowed herein, Lessee shall pay as liquidated damages the sum of \$1,000.00 per month for each month or partial

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month commencing on August 1, 2011 that the facility is not completed. For this purpose, completion shall be deemed to occur at the time and on the date a Certificate of Occupancy is issued for the building by the City Building Official.

Section 4.4 Mechanics or Workman's Liens. Lessee shall (1) keep the Leased Premises at all times during the Term hereof free from mechanics' liens and other liens of like nature created or claimed by reason of transactions made by Lessee, and (2) at all times fully protect and indemnify Lessor against all such liens or claims which may ripen into such liens and all expenses arising from such liens or claims. If Lessee shall elect to contest any such claim or lien, it shall, within thirty (30) days after written notice of such claim or lien, furnish Lessor a bond of a responsible corporate surety, in the amount claimed, conditioned on the discharge of said claim or lien. If a final judgment establishing the validity of said lien or claim for any amount is entered, Lessee shall pay and satisfy same at once. As to the mechanics' liens or other liens of like nature created or claimed by reason of transactions made by Lessor, Lessor shall keep the Leased Premises free of same, indemnify Lessee, furnish Lessee with a bond and pay and satisfy valid liens, all in accordance with the same requirements as are imposed repairs and replacements to all improvements constructed by Lessee on the Leased Premises which may be from time to time become necessary, including but not limited to repairs to the pipes, heating ventilation and air conditioning system, plumbing system, window glass, fixtures, and all appliances, appurtenances and equipment used by Lessee in connection with the occupancy of the Leased Premises. All such repairs and replacements

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shall be made promptly, as and when necessary. All repairs and replacements shall be of equal quality to the work and materials existing after the initial construction of such improvements. In the event of the failure of Lessee to make such repairs or replacements, Lessor may, but shall not be required to, make such repairs and replacements for Lessee's account, and the expense thereof shall constitute and be collectable as additional Rent; provided, however, Lessor must first give notice to Lessee to cure such default (i.e., make the repair) within a reasonable amount of time.

All other provisions, terms and conditions of the **AMENDED AND RESTATED LEASE AGREEMENT** shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed. As of the date hereof.

**LONG BEACH PORT COMMISSION**, Lessor:

\_\_\_\_\_ Date \_\_\_\_\_

Phil Kies, President

\_\_\_\_\_  
NOTARY PUBLIC

Lessee:  
**BLUE RIDGE PROPERTIES, LLC**

By: \_\_\_\_\_ Date \_\_\_\_\_

Its: Manager

\_\_\_\_\_  
NOTARY PUBLIC

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AND NOW COMES WILLIAM SKELLIE, JR., Mayor of the City of Long Beach, Mississippi, who signs herein below acknowledging the approval of this Lease by the City of Long Beach, Mississippi Board of Aldermen.

Date of Execution: \_\_\_\_\_

WITNESS OR ATTEST: \_\_\_\_\_ CITY OF LONG BEACH

\_\_\_\_\_  
Rebecca Scruff, City Clerk

\_\_\_\_\_  
William Skellie, Jr., Mayor

\_\_\_\_\_  
NOTARY PUBLIC

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Commissioner Reed left the meeting at 6:50 o'clock p.m.

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There came on for consideration a Request for Proposals (RFP) to lease property within the Long Beach Harbor (the former Chamber of Commerce property). Said RFP ordered spread upon the minutes of this meeting in words and figures as follows:

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22 April 2010

Long Beach Port Commission

Request for Proposals

Property Lease within Long Beach Harbor

Please submit proposals to the Long Beach Harbormaster no later  
than 5 pm Thursday, July 8, 2010

Contact Information:

Long Beach Harbormaster  
Temporary Harbormaster Building  
South Cleveland Avenue  
P.O. Box 929  
Long Beach, MS 39560  
(228) 863-4795

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### 1.0 Purpose

The Long Beach Port Commission is soliciting proposals for property lease located within the Long Beach, Mississippi municipal recreation harbor located at the southern extension of Cleveland Avenue. The specific piece of property is 26,013 square feet (approximately 0.6 acres) adjacent to the south side of Highway 90 on the northeast corner of the harbor property. The complete legal description of this property is available at the Harbormaster office or the City Clerk's office, 645 Klondyke Road, Long Beach, MS. Access to water, sewer, and power will be available.

### 2.0 Scope of Work

The proposal will discuss any facilities to be constructed and any services or merchandise that will be provided on the leased property.

#### 2.1 Facility:

- Any facility or construction must abide by all applicable regulations

#### 2.2 Business:

- The type of business to be operated must abide by all applicable regulations.
- Retail business, sales of goods or merchandise, or restaurants will be considered.

#### 2.3 Permits, Insurance, misc.

Lessee will be required to obtain and maintain:

- City of Long Beach operating permit, all necessary state and federal permits,
- Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate.
- Commercial Auto Liability covering all owned, hired, and non-owned autos \$1,000,000
- Commercial Umbrella \$1,000,000
- Pollution Liability \$1,000,000
- All policies except Workers compensation to name Long Beach Port commission as additional insured (primary) for ongoing operations and products/completed operations
- All policies to waive subrogation against Long Beach Port Commission
- All policies to provide for 30 days notice of cancellation to Long Beach Port Commission
- Monthly sales tax receipts must be furnished to the Port Commission

#### 2.4 Regulations:

- Proposers must have a working knowledge of all federal, state and municipal regulations regarding the operation of proposed types of facilities.

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- Operator must employ activities that comply with the Alabama-Mississippi Clean Marina Program (<http://www.masgc.org/cleanmarinas/index.htm>)

3.0 Proposal

The proposal should address, but is not limited to, the following items:

3.1 Individual/Company profile

- Contact information for person submitting proposal
- Brief Individual/company background
- Relevant experience (Lack of prior experience for either or both of these services will not disqualify an applicant)

3.2 Services proposed

- Details of proposed facility
- Details of proposed business
- Proposed/Desired Term of Lease
- Hours and Mode of Operations
- Date(s) prepared to commence operation for each of the requested operations.

3.3 Proposed Payment Structure

- Proposed type and/or level of payment, e.g. % of gross/net sales, constant monthly payments, etc.

3.4 References

- Cite references with relevant knowledge of individual/Company

4.0 Evaluation and Award Process

4.1 Evaluation

- Evaluation of the proposals will be made by the Long Beach Port Commission. Evaluation will include verbal presentation, questions, and answers to the Port Commission at the regular Port Commission meeting on Thursday, July 15, 2010, beginning at 5:30 pm at the Long Beach School Administration Office, 19148 Commission Rd., Long Beach, MS. Further evaluation will take place after the presentations have been completed.
- The Long Beach Port Commission reserves the right to reject any and all proposals.

4.2 Award Criteria

- The proposal that provides the best overall value to the harbor tenants, boating public, and the City of Long Beach will be selected.
- Proposal Selection will be made as soon as possible after proposal presentations.

5.0 Disclosure – Proprietary Agreement

- Details of the terms of the proposals will be kept confidential to the Long Beach Port Commission and the City of Long Beach.

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After brief discussion, Commissioner Ehlers made motion seconded by Commissioner Purchner and unanimously carried to approve the aforesaid Request for Proposals.

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Attorney James C. Simpson, Jr., left the meeting.

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The commission recognized Mr. Michael White for the Harbormaster's report. Mr. White reported an on-going problem with fish carcasses being

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dumped within the harbor and/or areas that allow the carcasses to float back into the harbor for decomposition. Mr. White submitted the following documentation regarding the problem and solutions:

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### SECTION 4: Management Measures

#### 4.10. FISH WASTE MANAGEMENT

Management Measure for Fish Waste Management:

**Promote sound fish waste management through a combination of fish-cleaning restrictions, public education, and proper disposal of fish waste.**

##### *Management Measure Description*

Fish waste can create water quality problems at marinas where a lot of fish are landed. This might be the case where long piers or breakwaters provide access to deep water or accommodation for many fishers, where fishing tournaments are held, or at any marina during the local high fishing season. The waste from fish cleaning shouldn't be disposed of into a marina basin because of the chance of overwhelming the natural ability of the waterbody to assimilate and decompose it. The dissolved oxygen consumed by the decomposing fish parts can cause anaerobic, foul-smelling conditions. Unconsumed or floating fish parts are also an unattractive addition to the marina property. Fish waste is better disposed of in offshore waters (if the state allows) where the fish are caught, or treated as waste like any other and deposited in trash containers.

Proper disposal of fish waste by marina patrons helps keep marinas clean and free of waste. Although only a few marinas deal with large amounts of fish waste or fishing within the basin, sport fishers can be found at most marinas, and it is a good idea for marinas to promote proper fish waste disposal. Fish cleaning stations provide convenient places for marina patrons to clean fish and dispose of their waste material, and they help to keep the rest of the marina clean. Marina managers often find that once a good fish cleaning station is available to fishing patrons, the patrons gladly use it because gutting a fish at a fish cleaning station avoids the mess created on a boat or dock. Non-fishing marina patrons are likely to appreciate not having fish waste on docks or floating near their boats.

Some states prohibit fish waste from being discarded in nearshore waters and require that marinas prohibit the practice. Without a designated place to clean fish, docks, piers, and bulkheads can become dirty quickly.

##### *Applicability*

This management measure is applicable to marinas where fish waste is determined to be a source of water pollution. Many of the BMPs mentioned for this management measure are implementable by marina patrons and are not directly under the control of marina managers.

##### *Best Management Practices*

- ◆ *Clean fish offshore where the fish are caught and discard of the fish waste at sea (if allowed by the state).*

Fish waste can be disposed of in the offshore ecosystems from which the fish are caught. The quantity of fish waste produced from recreational fishing generally should not cause any water quality problems in open waters. Some states (such as Florida) require that all game fish be brought ashore intact for measurement by fisheries officials, and this management practice does not apply.

- ◆ *Install fish cleaning stations at the marina and at boat launch sites.*

A fish cleaning station is a particular area set aside for cleaning fish that have been caught. It typically has a cutting table large enough to accommodate a few to many people, a freshwater hose or other form of running water, and receptacles for the waste. Boaters and fishers can be

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### *National Management Measures Guidance*

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informed of the presence of the station and encouraged to use it. To keep the stations attractive and sanitary, they should be cleaned frequently, even as often as after each use. Making the station convenient to use and clean will encourage people to keep it clean themselves. Fish waste is placed in covered containers, and the collected waste is disposed of with other solid waste or by some other environmentally friendly means. (Refer to the next management practice.) If nutrient enrichment is not a problem in regional waters, fish cleaning stations can use garbage disposal units to grind the waste and then send the ground waste to a municipal sewer line for waste disposal. As always, when state or local regulations could be applicable, check with the environmental authority to determine whether they apply.

Where extensive fishing is done from a boat launch site, fish cleaning stations can be helpful. Fish waste disposal is a problem at boat launch sites because boaters return from fishing and usually want to clean their catch before they leave. Fish cleaning stations provide the ideal facility where fishers can gather to discuss their catch and clean it before heading home. As with a marina fish cleaning station, fish waste can be collected in covered containers and disposed of like regular trash or ground and emptied into a local sewage disposal system (where local regulations permit). An alternative approach would be to install an onsite disposal system with a holding tank, though this is not recommended where waterbodies have nutrient enrichment problems.

◆ *Compost fish waste where appropriate.*

A law passed in 1989 in New York forbids discarding fish waste, with exceptions, into fresh water or within 100 feet of shore. Contaminants in some fish leave few alternatives for disposing of fish waste, so Cornell University and the New York Sea Grant Extension Program conducted a fish composting project to deal with the more than 2 million pounds of fish waste generated by the salmonid fishery each year. In the demonstration project, fish parts were mixed with peat moss and the mixture quickly turned into an excellent compost suitable for gardens. The study found that even with this quantity of waste, if

composting was done properly, the problems of odor, rodents, and insects were minimal and the process was effective. Another method of fish waste composting, described by the University of Wisconsin Sea Grant Institute, is suitable for amounts of compost ranging from a bucketful to the quantities produced by a fish-processing plant. A local Extension Service can be contacted for information on locally applicable composting procedures and equipment and where supplies can be purchased.

◆ *Freeze fish parts and reuse them as bait or chum on the next fishing trip.*

Fishers may consider recycling their own fish waste into bait for their next fishing trip. The fish parts from one fishing trip can be placed in a plastic bag, frozen, and then used on the next excursion as bait or offshore chum to attract game fish.

◆ *Encourage catch and release fishing, which does not kill the fish and produces no fish waste.*

The increasingly popular practice of "catch and release" by recreational and competitive fishermen is reducing the fish waste problem at many marinas.

BMP Summary Table 10 summarizes the BMPs for Fish Waste Management mentioned in this guidance.

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### SECTION 4: Management Measures

**BMP Summary Table 10. FISH WASTE MANAGEMENT**

**MANAGEMENT MEASURE:** Promote sound fish waste management through a combination of fish-cleaning restrictions, public education, and proper disposal of fish waste.

**APPLICABILITY:** Marinas where fish waste is determined to be a source of water pollution. Many of the BMPs mentioned for this management measure are implementable by marina patrons and are not directly under the control of marina managers.

**ENVIRONMENTAL CONCERNS:** Sportfishing is very popular, but fish cleaning produces waste that can create water quality problems in marinas with poor circulation. Too much fish waste in a confined area can lower oxygen levels in the water, which leads to foul odor and fish kills. Floating fish parts are also an unsightly addition to marina waters.

**FISH WASTE MANAGEMENT PRACTICES**

Best Management Practice Examples	Marina Location & Usage	Benefits to Marina	Projected Environmental Benefits	Initial Cost Estimate	Annual Operation & Maintenance Cost Estimate	Notes
Clean fish offshore where the fish are caught and discard of the fish waste at sea (if allowed by the state)	Boats offshore; generally recommended	HIGH; a marina free of fish waste is more pleasant to current and potential customers	HIGH; dispersed disposal of fish waste in open water causes no ecological problems; fish parts become food for seabirds and other animals	NONE	NONE	Check to see if offshore disposal of fish waste is allowed; encourage this practice where permitted
Install fish cleaning stations at the marina and at boat launch sites	Marina near docks; generally recommended	HIGH; fish cleaning stations are popular; avoids the mess created from cleaning fish on boat or dock; can reduce complaints from other marina customers about waste	HIGH; keeps fish waste out of the water if properly used, does not attract sea birds which can foul boats, docks, and the water	LOW to EXPENSIVE	LOW to MODERATE	Waste can be disposed of like regular trash or ground-up and emptied into local sewage system (where local regulations permit)
Compost fish waste where appropriate	Marina near fish cleaning station; generally recommended	HIGH; excellent natural way to convert waste into useful mulch and soil additive for marina landscape use; reduces waste disposal costs	MODERATE; composted fish waste makes a very effective soil additive, which also organically fertilizes marina landscaping	LOW	LOW	Contact a local Extension Service for information on how to compost properly
Freeze fish parts and reuse them as bait or chum on the next fishing trip	Fish cleaning station; generally recommended	HIGH; when practical, reusing fish parts for bait keeps waste out of marina	HIGH; produces no waste in the marina	NONE	NONE	Educate boaters to encourage this practice; a practical idea, but may not have occurred to all fishers
Encourage catch and release fishing, which does not kill the fish and produces no fish waste	Boats offshore; universally recommended	HIGH; keeps fish waste out of marina	HIGH; produces no waste; returns fish alive to their habitat	NONE	NONE	Can be a way to involve people who don't fish in an environmentally friendly way

After considerable discussion, it was the consensus of the commission to direct the harbormaster to research the cost of a grinding station, whether or not permitted in the sewer system, and/or cost of daily dumpster.

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

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**April 22, 2010**

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APPROVED:

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PHIL KIES, PRESIDENT

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DATE

ATTEST:

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STACEY DAHL, DEPUTY CITY CLERK