

PORT COMMISSION MINUTES
JULY 15, 2010

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 o'clock p.m., it being the third Thursday in July, 2010, 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, Danny Hansen, Charles Purchner, Barney Hill, Harbormaster Michael White, Port Attorney James C. Simpson, Jr., and Deputy City Clerk Stacey Dahl.

Absent the meeting were Commissioners Rod Rishel and Vernon Ehlers.

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

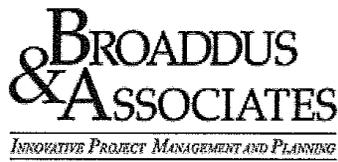
The meeting was called to order and there no amendments to the agenda.

Commissioner Purchner made motion seconded by Commissioner Hansen and unanimously carried to approve the Port Commission regular minutes of June 17, 2010.

The commission recognized Mr. Ron Robertson, Project Manager, Broaddus and Associates. Mr. Robertson submitted project updates as follows:

PORT COMMISSION MINUTES

JULY 15, 2010



Long Beach Port Commission
Phil Kies, President

July 15, 2010

RE: Project Updates

1. Harbor Master Building:

Harbor Master Building project is 98% complete and on schedule to be completed in July 2010.

- Pending change order #3 for \$1,921.00;
 1. Sewer, water and electrical for location North of Harbormaster building.
 2. Connections for phone and cable provided to the west side to accommodate routing under the boat launch ramp.
 3. Provide stub-out to supply sewer to the east side of the roadway. Stud-out installed.
 4. Three Electrical outlets in breeze way upstairs.
 5. Four electrical outlets downstairs.
- Awaiting FEMA approval of Plan and scope of work for bait shop trailer set-up on the East side of the road.
- Contents budget is comprised of \$12,500 from insurance and \$8,500 FEMA funded.
Need letter with list of items to be replaced. See attached original contents list.

2. Harbor Dredging:

Letter has been sent to MEMA/FEMA requesting reimbursement of costs associated with the dredging project. Waiting on Response from MEMA

3. Harbor Pier #2 revisions. Engineering drawings and the bid package were submitted May 7th to MEMA/FEMA for review and approval prior to advertising for bids. Waiting on response from MEMA. DMR has requested a "Sand Transport Study" before permit for new Rip-Rap will be considered. Permit for other harbor improvements has been submitted separately for DMR approval.

4. Port Commission needs to acquire Insurance for Harbormaster Building.

- \$805,268 Wind Coverage
- \$500,000 Flood (assumes approval from NFIP)
- \$337,335 Property (Agent suggests \$805,268)
- \$30,000 Contents

**PORT COMMISSION MINUTES
JULY 15, 2010**

5. Met with DMR Grant Coordinator 06/16/10. BIG Grant approved 10/26/2009 conditional on acquiring DMR/CORP Permit. Permit submitted and pending approval. Simpkins and Costelli waiting on Restaurant Piling grid to continue design of bulkhead.

\$965,000 U.S. Fish and Wildlife Service (Federal Grant)
\$483,000 Tidelands (State Grant)
\$1,448,000 Total "BIG" Project

Please contact me at your convenience with any questions.

Best Regards,

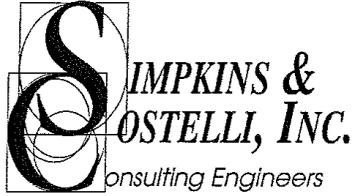


Ron Robertson, P. E.
Project Manager

One Hancock Plaza ♦ 2510 14th Street ♦ Suite 810 ♦ Gulfport, MS 39501 ♦ Ph. (228)314-1264 ♦ Fax (228) 314-1265

There came on for consideration Change Order Number 3 for the Harbormaster Building, spread upon the minutes of this meeting in words and figures as follows:

**PORT COMMISSION MINUTES
JULY 15, 2010**



Civil - Structural

June 29, 2010

S&C 0630/3.4

Mayor William Skellie, Jr.
City Of Long Beach
P.O. Box 929
Long Beach, MS 39560

**Re: Harbormaster Building – Change Order No. 3
Long Beach, Ms**

Dear Mayor Skellie:

Enclosed are four copies of documents for Change Order No. 3. The documents include:

1. Engineer's Change Order Summary Form
2. Letters from Contractor dated 4/20/10, 5/27/10, 6/24/10
3. Request for Cost Proposal for Changes from Simpkins & Costelli, Inc.

These include Owner-requested cost changes to accommodate electrical service and lift station modifications. Also included are 14 days of additional time for weather delays from November 1 to December 31, 2009. Attached is supporting weather data.

Please return one fully executed copy to this office.

We respectfully request that the Board review and approve this change order. If there are any questions, please feel free to contact me at any time.

Sincerely yours,


Michael R. Costelli, PE
President

cc: Phil Kies, David Ball, H. Gordon Myrick, Inc.
Ron Robertson, Broaddus & Assoc.

PORT COMMISSION MINUTES JULY 15, 2010

CHANGE ORDER

No. Three (3)

DATE OF ISSUANCE: July 6, 2010

EFFECTIVE DATE: July 6, 2010

OWNER	City of Long Beach		
CONTRACTOR	H. Gordon Myrick, Inc.		
Contract:	Harbormaster Building Bulkhead		
Project:	Harbormaster Building Bulkhead		
OWNER's Contract No.	_____	ENGINEER's Contract No.	0630
ENGINEER	Simpkins & Costelli, Inc.		

You are directed to make the following changes in the Contract Documents:

- Description:
1. Install 4" sewer branch through concrete bulkhead for future tie-in.
 2. Install 4" conduit under roadway for future use.
 3. Add two 20 AIP breakers and three 20 amp GFI WP receptacles
 4. Install and cap 4" sewer connection at grinder pump station for bait trailer sewer future tie-in.
 5. Add two double duplex receptacles (includes two 120 volt circuit breakers, conduit, wire, receptacles, weatherproof boxes and covers.
 6. Add 14 days to construction contract for weather delays from Nov. 1 to Dec. 31, 2009

Reason for Change Order: Per Owner request.

Attachments: (List documents supporting change)

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. 4/20/2010 letter from H. Gordon Myrick, Inc. 2. 5/27/2010 letter from H. Gordon Myrick, Inc. 3. 6/24/2010 letter from H. Gordon Myrick, Inc. | <ol style="list-style-type: none"> 4. 1/6/10 letter from H. Gordon Myrick, Inc. |
|---|--|

CHANGE IN CONTRACT PRICE:
Original Contract Price \$996,214.00
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>2</u> : \$79,234.00
Contract Price prior to this Change Order: \$1,075,448.00
Net increase of this Change Order: \$1,921.00
Contract Price with all approved Change Orders: \$1,077,369.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: <u>270 days</u> (days or dates)
Net change from previous Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: _____ Ready for final payment: <u>38 days</u> (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: <u>308 days</u> (days or dates)
Net increase this Change Order: Substantial Completion: _____ Ready for final payment: <u>14 days</u>
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: <u>322 days</u> (days or dates)

RECOMMENDED: By: <u>[Signature]</u> ENGINEER (Authorized Signature)	APPROVED: By: _____ OWNER (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> CONTRACTOR (Authorized Signature)
Date: <u>7/6/10</u>	Date: _____	Date: <u>7/6/10</u>

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

**PORT COMMISSION MINUTES
JULY 15, 2010**

HGM

CONTRACTOR INC

We build trust.

April 20, 2010

Mr. Michael Costelli
Simpkins & Costelli, Inc.
401 32-½ Street
Gulfport, MS 39507

RE: Harbormaster Building
Long Beach, MS

Dear Mr. Costelli,

Per your request, please accept the following change order quotations:

1 – Install 4" Sewer Branch through concrete bulkhead for future tie-in	\$ 613
2 – Install 4" conduit under roadway for future use	\$ 355

Please review these changes and call me with any questions or comments.

Sincerely,

H. GORDON MYRICK, INC.

Michael Penny

Michael Penny

**PORT COMMISSION MINUTES
JULY 15, 2010**

HGM

CONTRACTOR, INC

We build trust.

May 27, 2010

Mr. Michael Costelli
Simpkins & Costelli, Inc.
401 32-1/2 Street
Gulfport, MS 39507

RE: Harbormaster Building
Long Beach, MS

Dear Mr. Costelli,

Per your request, please accept the following change order quotations:

- | | |
|---|--------|
| 1 - Add 2-20 AIP breakers and 3-20 amp GFI WP receptacles per the drawing Simpkins & Costelli provided | \$ 275 |
| 2 - Install and cap 4" sewer connection at grinder pump station for bait trailer sewer future tie in as directed by Ron Robertson | \$ 140 |

Please review these changes and call me with any questions or comments.

Sincerely,

H. GORDON MYRICK, INC.

Michael Penny

Michael Penny

**PORT COMMISSION MINUTES
JULY 15, 2010**

HGM

CONTRACTOR INC

We build trust.

June 24, 2010

Mr. Michael Costelli
Simpkins & Costelli, Inc.
401 32-½ Street
Gulfport, MS 39507

RE: Harbormaster Building
Long Beach, MS

Dear Mr. Costelli,

Per your request, please accept the following change order quotation:

Add two (2) double duplex receptacles – includes 2 – 120 volt circuit breakers, conduit, wire, receptacles, weatherproof boxes and covers.

Our price to complete this work is \$538. Please review these changes and call me with any questions or comments.

Sincerely,

H. GORDON MYRICK, INC.

Michael Penny

Michael Penny

**PORT COMMISSION MINUTES
JULY 15, 2010**



GENERAL CONTRACTOR

We build trust.

January 6, 2010

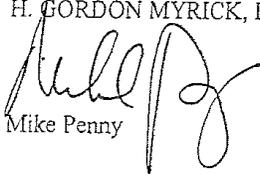
Mr. Michael Costelli
Simpkins & Costelli, Inc.
32 1/2 Street
Gulfport, MS 39507

RE: Harbormaster Building
Long Beach, MS

H. Gordon Myrick, Inc. requests 14 (fourteen) days time extension due to rain days on this project for the period of November 1, 2009 to December 31, 2009.

Sincerely,

H. GORDON MYRICK, INC.


Mike Penny

PORT COMMISSION MINUTES

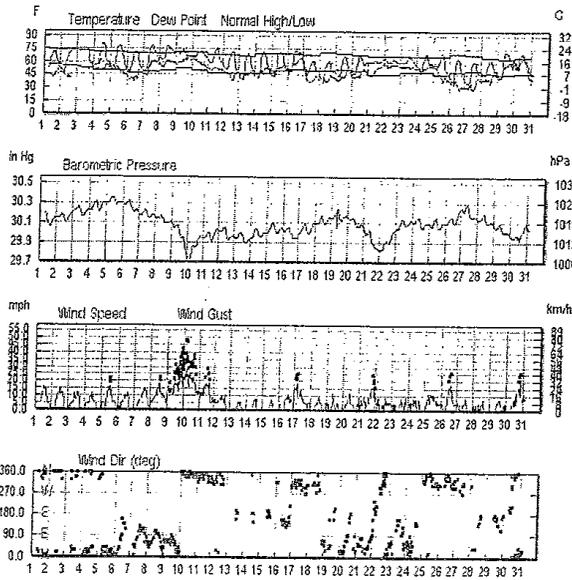
JULY 15, 2010

History for Gulfport, MS

Month of November, 2009

Monthly Summary

	Max:	Avg:	Min:	Sum:
Temperature:				
Max Temperature	81 °F	71 °F	61 °F	
Mean Temperature	70 °F	60 °F	48 °F	
Min Temperature	66 °F	50 °F	34 °F	
Degree Days:				
Heating Degree Days (base 65)	18	5	0	155
Cooling Degree Days (base 65)	6	1	0	18
Growing Degree Days (base 50)	20	11	0	317
Dew Point:				
Dew Point	66 °F	49 °F	29 °F	
Precipitation:				
Precipitation	1.82 in	0.09 in	0.00 in	2.81 in
Snowdepth				
Wind:				
Wind	29 mph	5 mph	0 mph	
Gust Wind	48 mph	23 mph	16 mph	
Sea Level Pressure:				
Sea Level Pressure	30.35 in	30.07 in	29.71 in	



Monthly Calendar Overview

◀ Previous Month		2009		November 2009		2010 ▶		Next Month ▶	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday
1	2	3	4	5	6	7	8	9	10
Actual: 71 53 Precip: 0.00	Actual: 71 48 Precip: 0.00	Actual: 75 54 Precip: 0.00	Actual: 81 54 Precip: 0.00 Average: 72 51	Actual: 79 51 Precip: 0.00	Actual: 72 48 Precip: 0.00	Actual: 79 50 Precip: 0.00			

PORT COMMISSION MINUTES

JULY 15, 2010

Average: 75 57 Precip: 0.01	Average: 74 56 Precip: 0.19	Average: 73 53 Precip: 0.06	Precip: 0.20	Average: 71 51 Precip: 0.14	Average: 70 48 Precip: 0.05	Average: 70 49 Precip: 0.14
8	9	10	11	12	13	14
Actual: 73 63 Precip: 0.00 Average: 70 51 Precip: 0.14	Actual: 73 68 Precip: 1.82 Average: 71 53 Precip: 0.28	Actual: 72 64 Precip: 0.57 Average: 71 50 Precip: 0.03	Actual: 77 57 Precip: 0.00 Average: 69 48 Precip: 0.18	Actual: 72 48 Precip: 0.00 Average: 69 48 Precip: 0.10	Actual: 70 44 Precip: 0.00 Average: 68 48 Precip: 0.14	Actual: 73 46 Precip: 0.00 Average: 70 48 Precip: 0.04
15	16	17	18	19	20	21
Actual: 72 46 Precip: 0.00 Average: 70 50 Precip: 0.19	Actual: 73 51 Precip: 0.12 Average: 70 52 Precip: 0.22	Actual: 62 46 Precip: 0.00 Average: 69 50 Precip: 0.18	Actual: 62 41 Precip: 0.00 Average: 71 50 Precip: 0.21	Actual: 68 45 Precip: 0.00 Average: 70 52 Precip: 0.13	Actual: 70 46 Precip: 0.00 Average: 69 50 Precip: 0.24	Actual: 64 60 Precip: 0.06 Average: 68 47 Precip: 0.07
22	23	24	25	26	27	28
Actual: 64 60 Precip: 0.01 Average: 68 47 Precip: 0.13	Actual: 69 57 Precip: 0.00 Average: 68 49 Precip: 0.15	Actual: 70 51 Precip: 0.00 Average: 68 49 Precip: 0.13	Actual: 70 46 Precip: 0.00 Average: 68 47 Precip: 0.17	Actual: 64 37 Precip: 0.00 Average: 70 49 Precip: 0.06	Actual: 61 34 Precip: 0.00 Average: 69 51 Precip: 0.22	Actual: 64 46 Precip: 0.00 Average: 66 48 Precip: 0.35
29	30					
Actual: 73 45 Precip: 0.00 Average: 65 46 Precip: 0.14	Actual: 70 48 Precip: 0.13 Average: 66 48 Precip: 0.16					

« Previous Month « 2008 Precip: Actual Month Total: 2.91 Average month total: 4.47 2010 » Next Month »

Calendar Key:

						<table border="1"> <tr> <td>Actual: 90 58</td> <td>High Temp.</td> </tr> <tr> <td>Precip: 0.00</td> <td>Precip. (in inches)</td> </tr> <tr> <td>Average: 71 53</td> <td>Daily Avg. Temp.</td> </tr> <tr> <td>Precip: 0.03</td> <td>Temp. in °F</td> </tr> </table>	Actual: 90 58	High Temp.	Precip: 0.00	Precip. (in inches)	Average: 71 53	Daily Avg. Temp.	Precip: 0.03	Temp. in °F
Actual: 90 58	High Temp.													
Precip: 0.00	Precip. (in inches)													
Average: 71 53	Daily Avg. Temp.													
Precip: 0.03	Temp. in °F													
<p>of</p> <p>Print This Calendar</p>														
<p>Legend: Data Category, Condition, High Temp., Lo Temp., Precip. (in inches), Daily Avg. Temp., Temp. in °F</p>														

Daily Observations

2009	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Pressure (in)			Visibility (mi)			Wind (mph)		Gust Speed (mph)	Precip (in)	Events
	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg			
1	71	62	53	52	46	43	82	58	35	30.19	30.12	30.06	10	10	10	16	8	-	0.00	
2	71	58	48	45	45	43	87	55	35	30.18	30.14	30.10	10	10	10	15	8	-	0.00	
3	75	65	54	55	53	50	100	78	44	30.26	30.20	30.16	10	10	7	12	9	-	0.00	
4	81	68	54	63	54	51	90	72	35	30.31	30.26	30.21	10	9	6	12	2	-	0.00	
5	79	66	51	55	52	45	90	63	34	30.35	30.31	30.27	10	10	7	16	4	22	0.00	
6	72	59	46	51	43	38	85	62	30	30.32	30.28	30.19	10	10	9	12	2	-	0.00	
7	79	64	50	62	54	45	86	70	52	30.22	30.18	30.14	10	10	10	15	1	-	0.00	
8	78	70	63	62	57	54	78	68	56	30.17	30.13	30.09	10	10	10	18	7	24	0.00	
9	73	70	66	64	58	58	94	77	63	30.09	29.97	29.79	10	5	2	28	11	43	1.82	Rain
10	72	68	64	63	53	53	90	77	61	29.96	29.90	29.71	10	7	2	29	20	43	0.67	Rain
11	77	68	57	54	53	50	78	64	43	30.03	29.96	29.91	10	10	10	18	12	29	0.00	
12	72	60	48	49	46	39	86	66	30	30.05	29.99	29.92	10	9	6	10	6	-	0.00	
13	70	57	44	50	44	41	90	74	41	30.00	29.96	29.90	10	10	7	6	0	-	0.00	
14	73	60	46	55	47	42	90	77	41	30.04	29.99	29.93	10	6	1	7	0	-	0.00	
15	72	59	46	57	46	44	94	81	55	30.10	29.99	29.99	10	4	0	7	0	-	0.00	Fog
16	73	62	51	66	51	48	94	84	59	30.05	30.03	29.94	10	5	0	16	1	24	0.12	Fog, Rain
17	62	54	46	55	45	38	88	63	44	30.09	30.01	29.98	10	10	10	18	14	25	0.00	

PORT COMMISSION MINUTES JULY 15, 2010

History : Weather Undergrou

Page 3 of 3

18	62	52	41	46	39	38	89	70	44	30.17	30.13	30.08	10	10	10	9	0	-	0.00	
19	68	58	45	51	43	40	86	70	42	30.23	30.17	30.04	10	9	7	12	4	21	0.00	
20	70	58	48	53	45	42	86	70	38	30.15	30.13	30.06	10	10	9	12	2	-	0.00	Rain
21	64	62	60	61	49	45	88	73	56	30.03	29.94	29.82	10	10	5	16	5	24	0.06	Rain
22	64	62	60	61	60	55	90	82	77	30.02	29.83	29.31	10	8	2	10	6	17	0.01	Rain
23	69	63	57	56	58	53	87	79	61	30.13	30.04	30.03	10	9	5	9	1	-	0.00	
24	70	60	51	57	53	48	94	83	57	30.15	30.11	30.04	10	5	0	8	5	-	0.00	Fog
25	70	58	46	56	49	38	94	69	31	30.14	30.08	30.04	10	9	4	12	4	-	0.00	
26	64	52	37	40	37	29	89	63	28	30.23	30.11	30.09	10	10	10	17	3	28	0.00	
27	61	48	34	42	34	30	89	68	31	30.28	30.22	30.14	10	10	8	8	3	-	0.00	
28	64	55	46	47	40	36	90	69	34	30.19	30.14	30.07	10	10	4	7	1	-	0.00	
29	73	59	45	61	53	42	93	80	55	30.09	30.05	29.97	10	9	2	7	0	-	0.00	
30	70	60	48	66	56	42	94	86	69	30.09	29.98	29.92	10	7	1	20	0	29	0.13	Rain



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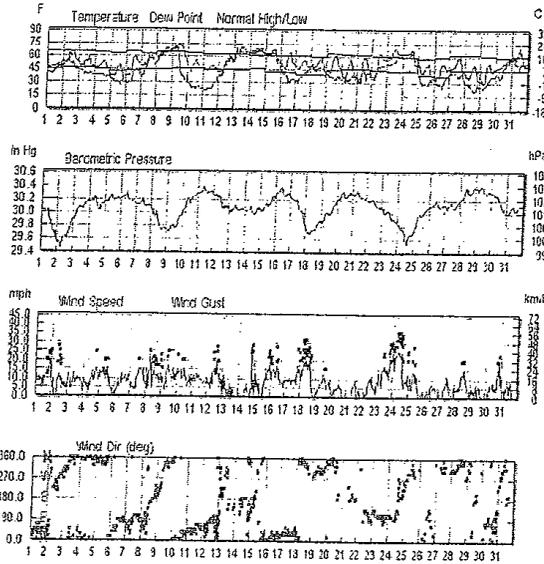
PORT COMMISSION MINUTES JULY 15, 2010

History for Gulfport, MS

Month of December, 2009

Monthly Summary

	Max:	Avg:	Min:	Sum:
Temperature:				
Max Temperature	77 °F	61 °F	50 °F	
Mean Temperature	66 °F	53 °F	42 °F	
Min Temperature	64 °F	45 °F	30 °F	
Degree Days:				
Heating Degree Days (base 65)	24	12	0	374
Cooling Degree Days (base 65)	2	0	0	3
Growing Degree Days (base 50)	16	4	0	139
Dew Point:				
Dew Point	70 °F	44 °F	21 °F	
Precipitation:				
Precipitation	4.34 in	0.49 in	0.00 in	15.31 in
Snowdepth				
Wind:				
Wind	25 mph	7 mph	0 mph	
Gust Wind	36 mph	22 mph	16 mph	
Sea Level Pressure:				
Sea Level Pressure	30.42 in	30.07 in	29.47 in	



Monthly Calendar Overview

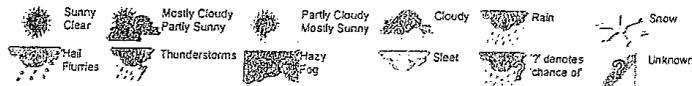
« Previous Month	« 2009	December 2009					2010 »	Next Month »
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
		1	2	3	4	5		
		Actual: 55 46 Precip: 1.27 Average: 66 45 Precip: 0.08	Actual: 64 53 Precip: 0.56 Average: 65 47 Precip: 0.08	Actual: 59 46 Precip: 0.00 Average: 65 47 Precip: 0.20	Actual: 54 39 Precip: 0.17 Average: 64 45 Precip: 0.40	Actual: 51 35 Precip: 0.05 Average: 63 42 Precip: 0.07		

PORT COMMISSION MINUTES JULY 15, 2010

6 Actual: 80 37 Precip: 0.00 Average: 65 44 Precip: 0.10	7 Actual: 64 48 Precip: 0.44 Average: 63 45 Precip: 0.23	8 Actual: 89 57 Precip: 2.32 Average: 66 45 Precip: 0.09	9 Actual: 77 53 Precip: 0.00 Average: 66 46 Precip: 0.07	10 Actual: 55 43 Precip: 0.00 Average: 64 46 Precip: 0.17	11 Actual: 50 42 Precip: 0.11 Average: 63 45 Precip: 0.30	12 Actual: 61 42 Precip: 4.34 Average: 63 45 Precip: 0.18
13 Actual: 72 59 Precip: 0.68 Average: 63 45 Precip: 0.18	14 Actual: 69 64 Precip: 1.32 Average: 62 46 Precip: 0.12	15 Actual: 68 53 Precip: 1.01 Average: 62 43 Precip: 0.20	16 Actual: 66 48 Precip: 0.00 Average: 61 42 Precip: 0.20	17 Actual: 55 46 Precip: 0.54 Average: 61 40 Precip: 0.15	18 Actual: 60 42 Precip: 0.77 Average: 60 40 Precip: 0.01	19 Actual: 61 43 Precip: 0.00 Average: 64 45 Precip: 0.04
20 Actual: 57 36 Precip: 0.00 Average: 63 46 Precip: 0.21	21 Actual: 60 35 Precip: 0.00 Average: 63 47 Precip: 0.18	22 Actual: 64 37 Precip: 0.00 Average: 62 45 Precip: 0.06	23 Actual: 69 57 Precip: 0.19 Average: 61 44 Precip: 0.18	24 Actual: 68 55 Precip: 0.60 Average: 60 44 Precip: 0.07	25 Actual: 55 36 Precip: 0.00 Average: 59 40 Precip: 0.10	26 Actual: 52 35 Precip: 0.00 Average: 60 39 Precip: 0.05
27 Actual: 61 43 Precip: 0.00 Average: 63 45 Precip: 0.16	28 Actual: 52 33 Precip: 0.00 Average: 63 45 Precip: 0.31	29 Actual: 53 30 Precip: 0.00 Average: 61 45 Precip: 0.15	30 Actual: 61 46 Precip: 0.94 Average: 60 45 Precip: 0.11	31 Actual: 71 51 Precip: 0.00 Average: 61 45 Precip: 0.43		

« Previous Month 2009 Precip: Actual Month Total: 15.31 Average month total: 4.88 2010 » Next Month »

Calendar Key:



Actual:	90 58	Data Category
Precip:	0.00	High Temp.
Average:	71 53	Lo Temp.
Precip:	0.03	Precip. (in inches)
		Daily Avg. Temp.
		Temp. in °F
		80 30 0 30 80 90 120

[Print This Calendar](#)

Daily Observations

2009	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Pressure (in)		Visibility (mi)			Wind (mph)		Gust Speed (mph)	Precip (in)	Events	
	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	sum		
1	55	50	46	50	42	40	94	83	74	30.05	29.82	29.57	10	5	2	20	9	25	1.27	Rain
2	64	58	53	58	50	44	94	81	58	29.89	29.82	29.47	10	8	2	12	6	28	0.56	Rain, Thunderstorm
3	59	52	48	45	45	39	82	67	49	30.19	30.05	29.89	10	10	10	13	10	22	0.00	Rain
4	54	48	39	39	38	34	87	71	53	30.23	30.14	30.03	10	8	4	16	6	25	0.17	Rain
5	51	43	35	36	35	27	87	73	41	30.25	30.18	30.14	10	9	5	16	11	23	0.05	Rain
6	60	48	37	45	38	29	79	63	52	30.30	30.23	30.13	10	10	10	13	3	20	0.00	
7	64	58	48	59	49	36	90	78	59	30.19	30.12	30.06	10	8	1	15	5	22	0.44	Rain
8	69	63	57	66	54	53	94	86	81	30.05	29.99	29.74	8	3	0	23	8	30	2.32	Fog, Rain, Thunderstorm
9	77	66	53	70	58	31	94	71	29	29.97	29.78	29.71	10	5	0	17	9	25	0.00	Fog
10	55	49	43	34	26	23	56	43	30	30.29	30.17	29.98	10	10	10	16	12	23	0.00	
11	50	46	42	36	26	21	79	47	36	30.39	30.32	30.28	10	10	7	13	9	18	0.11	Rain
12	61	52	42	57	52	38	94	90	81	30.27	30.13	30.05	10	4	0	20	9	28	4.34	Fog, Rain, Thunderstorm
13	72	66	59	67	64	57	94	90	81	30.11	30.05	30.01	10	3	0	12	4	13	0.68	Fog, Rain, Thunderstorm
14	69	66	64	68	65	63	100	93	88	30.09	30.05	29.99	7	2	0	24	4	29	1.32	Fog, Rain, Thunderstorm
15	68	60	53	65	60	48	94	89	77	30.26	30.13	30.02	10	5	2	20	8	25	1.01	Rain
16	66	58	46	46	36	31	77	53	27	30.37	30.29	30.25	10	10	10	17	12	28	0.00	
17	55	50	46	47	41	32	89	71	52	30.25	30.06	29.90	10	8	2	17	10	26	0.54	Rain
18	60	51	42	48	46	39	94	83	64	29.88	29.76	29.67	10	7	2	21	13	32	0.77	Rain
19	61	52	43	41	37	34	86	63	38	30.17	30.01	29.86	10	10	9	13	6	17	0.00	

PORT COMMISSION MINUTES JULY 15, 2010

History : Weather Undergrou

Page 3 of 3

20	57	48	36	40	35	32	93	73	42	30.32	30.27	30.18	10	5	2	7	3	-	0.00
21	60	48	35	46	37	32	93	80	41	30.34	30.27	30.22	10	5	1	9	1	-	0.00
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23	69	63	57	61	58	52	88	78	60	30.07	29.94	29.86	10	8	2	23	13	30	0.19
24	68	62	55	64	50	45	94	86	67	29.84	29.69	29.53	10	6	2	25	19	36	0.60
25	55	46	36	45	34	29	86	65	40	30.09	29.92	29.71	10	10	9	14	8	28	0.00
26	52	44	35	40	33	25	89	66	35	30.19	30.12	30.09	10	10	10	7	2	-	0.00
27	61	52	43	44	40	31	86	68	42	30.20	30.12	30.08	10	10	9	12	3	-	0.00
28	52	43	33	31	27	21	82	59	30	30.39	30.32	30.21	10	10	10	15	7	21	0.00
29	53	42	30	41	32	25	82	68	43	30.42	30.35	30.20	10	10	10	7	3	-	0.00
30	61	53	46	58	49	36	94	83	61	30.31	30.14	30.01	10	6	1	20	6	24	0.94
31	71	61	51	59	54	46	94	82	41	30.12	30.05	29.99	10	7	0	10	2	-	0.00



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Commissioner Reed made motion seconded by Commissioner Marks and unanimously carried to approve the aforesaid Change Order Number 3.

There came on for discussion contracting a sediment study at the harbor. During the permitting process for Pier #2 revisions, the Department of Marine Resources (DMR) has requested a "Sand Transport Study" be made before a permit for new rip-rap will be considered.

After considerable discussion, Commissioner Marks made motion seconded by Commissioner Hancock and unanimously carried to approve the following Long Beach Harbor Sediment Study, in words and figures as follows:

PORT COMMISSION MINUTES
JULY 15, 2010

Long Beach Harbor Sediment Study:

Keil Schmid
Geoscience Consultants

An empirical approach using existing data is proposed to determine the magnitude, patterns, and trends in sediment transport adjacent to the Long Beach Small Craft Harbor. This approach will help provide the likely sediment transport scenarios and their components – the ‘Big Picture’ of sediment transport at the location. This information is valuable for making recommendations on the potential solution directions and how they may affect transport; however, in most cases it does not provide the level of detail necessary for engineering.

The approach will utilize:

- Shoreline change trends
- Beach profiles and trends
- LiDAR elevation data from 1998 to 2006
- Nearshore bathymetry
- Wind and Current Data
- Coastal Imagery and nearshore feature analysis

These data sources will be incorporated with information from previous works and over 10 years of experience working on the Mississippi Gulf Coast. The extent of analysis will extend approximately 0.5 miles east and west of the harbor.

The proposed work will be broken into several tasks

1. Data compilation: Gathering and incorporation of the data into a Geographic Information System (GIS) for use in Data Analysis
2. Data Analysis: Use of the GIS data together with ancillary data to define sediment transport directions, magnitudes, and where possible the mechanisms for transport (features associated with the moving sediments). Assessment of potential solutions will be included in this task
3. Reporting: Draft and final reports to document the techniques and results, and conclusions based on the proposed alternations (engineering) at the site.

It is expected that two days (16 total hours) will be required to fulfill the scope of the analysis and would be \$1,600.

There came on for discussion the Boating Infrastructure Grant (BIG); whereupon Commissioner Hancock made motion seconded by Commissioner Hansen and unanimously carried to approve the following Work Order by and between Broaddus and Associates, Inc. and the Port Commission of the City of Long Beach, Mississippi:

**PORT COMMISSION MINUTES
JULY 15, 2010**

EXHIBIT

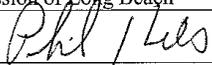
WORK ORDER

**Issued Pursuant to Master Services Agreement
Effective – October 17, 2008**

**By and Between
Broaddus & Associates, Inc. ("Broaddus & Associates")
and Port Commission City of Long Beach, Mississippi ("Client")**

<u>Client Contact Name:</u> Mayor Billy Skellie or Phil Kies	<u>Broaddus & Associates Office:</u> Gulfport, MS
<u>Contact Phone Number:</u> 228-863-1556 or 228-324-5501	<u>Broaddus & Associates Contact:</u> Ron Robertson / David Vicknair
<u>Contact E-Mail Address:</u> Mayorsoffice@ci.long-beach.ms.us PKies@baytech.net	<u>Broaddus & Associates Project Number:</u> B08126

1. Scope of Work:
Project Management Services on the new bulkhead and other improvements for transient boaters per the B.I.G grant Program.
2. Location/Client Facility Involved:
3. Period of Performance:
July 1, 2010 thru completion of the first phase of the B.I.G. project construction.
4. Authorized Funding Sources and charges:
B.I.G, CLAP, City or Insurance funds; Tidelands Funds, CDBG, and Disaster Grant Funds from FEMA/MEMA Public Assistance funds as may be applicable. Charges shall be on a Time and material basis per Master Services Agreement not to exceed an estimated \$72,400.00 without prior authorization.
5. Special Provisions:
None

<u>Client: City of Long Beach, MS Port Commission of Long Beach</u>	<u>Broaddus & Associates:</u>
<u>By:</u> 	<u>By:</u>
<u>Name: Billy Skellie / Phil Kies</u>	<u>Name: James A. Broaddus, PhD, P.E.</u>
<u>Title: Mayor / Port Commission President</u>	<u>Title: President</u>
<u>Date: July 15, 2010</u>	<u>Date: July 15, 2010</u>
<u>Address:</u> 645 Klondyke Road Long Beach, MS 39560	<u>Address:</u> 2510 14 th Street Suite 810 Gulfport, MS 39501

There came on for discussion the costs and needs associated with the Harbormaster Building as it nears completion. It was the consensus of the commission to authorize Commissioner Hansen (retired insurance agent) to meet with Mr. Calvin Foster, Agent of Record with Sawyer-Foster Insurance Group, to discuss needs and requirements. Commissioner Hansen will report his findings to the commission.

The commission recognized Mr. Hayes Johnson, Attorney at Law, representing Mr. Steve Pucheu, S.Pucheu Holdings LLC. Attorney Johnson

**PORT COMMISSION MINUTES
JULY 15, 2010**

stated his client's proposal to resolve the dispute regarding his lease; whereupon Commissioner Hancock made motion seconded by Commissioner Reed and unanimously carried to go into closed session to preliminarily determine whether or not to declare an executive session.

The meeting resumed in open session and based upon discussion held in closed session, Commissioner Reed made motion seconded by Commissioner Marks to meet in 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 ongoing litigation. The motion being put to a roll call vote, the result was as follows:

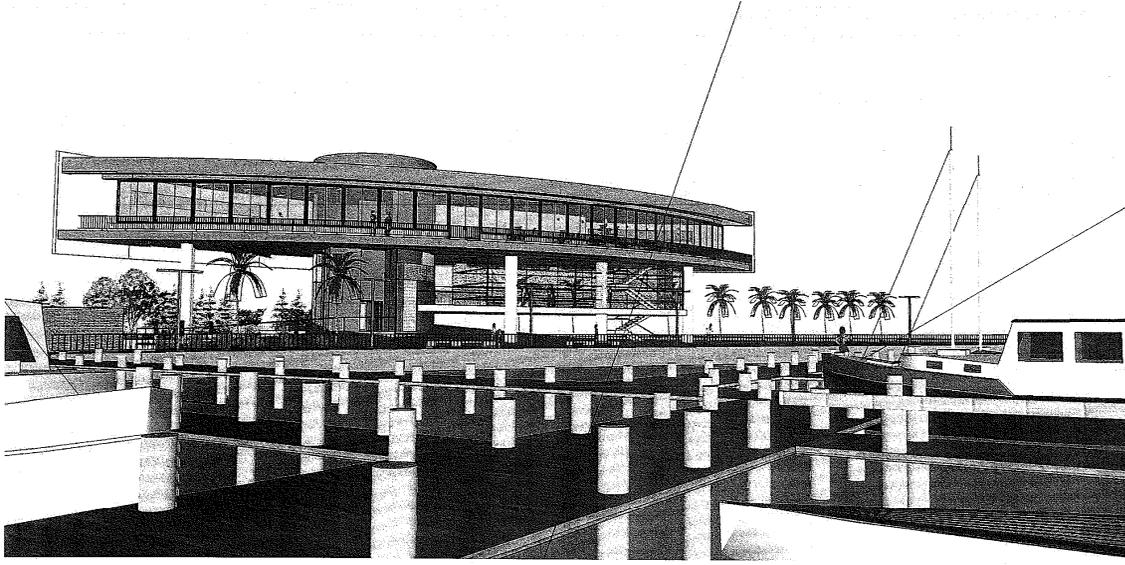
Commissioner Marks	voted	Aye
Commissioner Ehlers	voted	Absent, not voting
Commissioner Reed	voted	Aye
Commissioner Rishel	voted	Absent, not voting
Commissioner Hancock	voted	Aye
Commissioner Kies	voted	Aye
Commissioner Purchner	voted	Aye
Commissioner Hansen	voted	Aye
Commissioner Hill	voted	Aye

The question having received the affirmative vote of all commissioners present and voting, the President declared the motion carried; whereupon the Port Commission met in executive session.

The meeting resumed in open session and based upon discussion held and information obtained in executive session, no official action was required or taken in open session.

The commission recognized Mr. Jimmy Levens, Blue Ridge Properties LLC; whereupon Mr. Levens submitted floor plans of the restaurant. Said floor plans ordered spread upon the minutes of this meeting in words and figures as follows:

**PORT COMMISSION MINUTES
JULY 15, 2010**

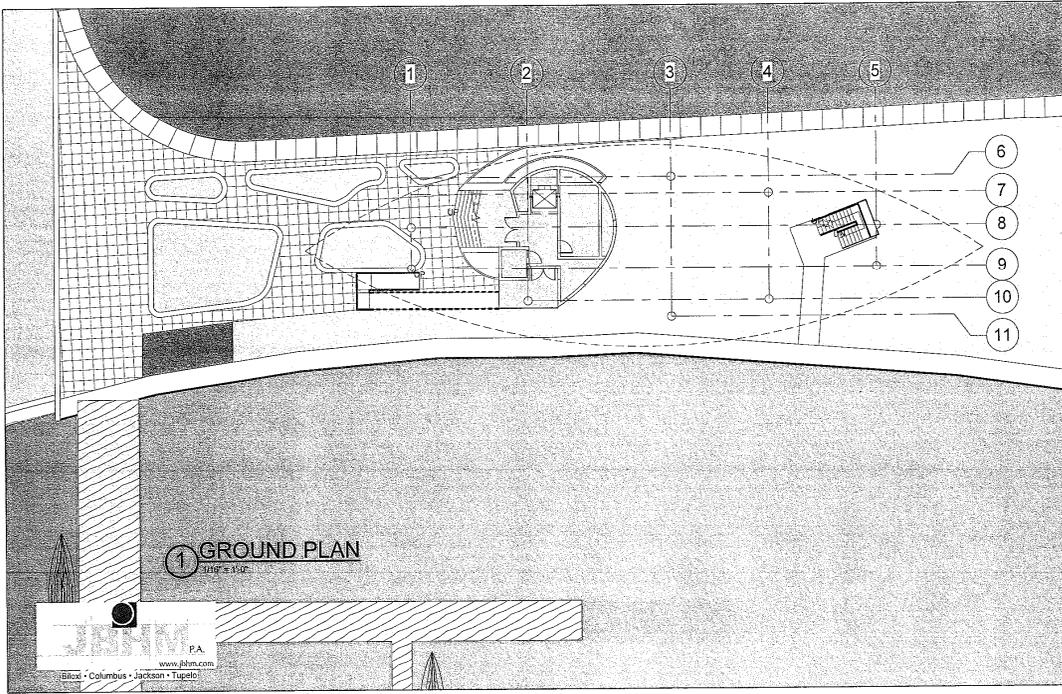


HARBOR RESTAURANT

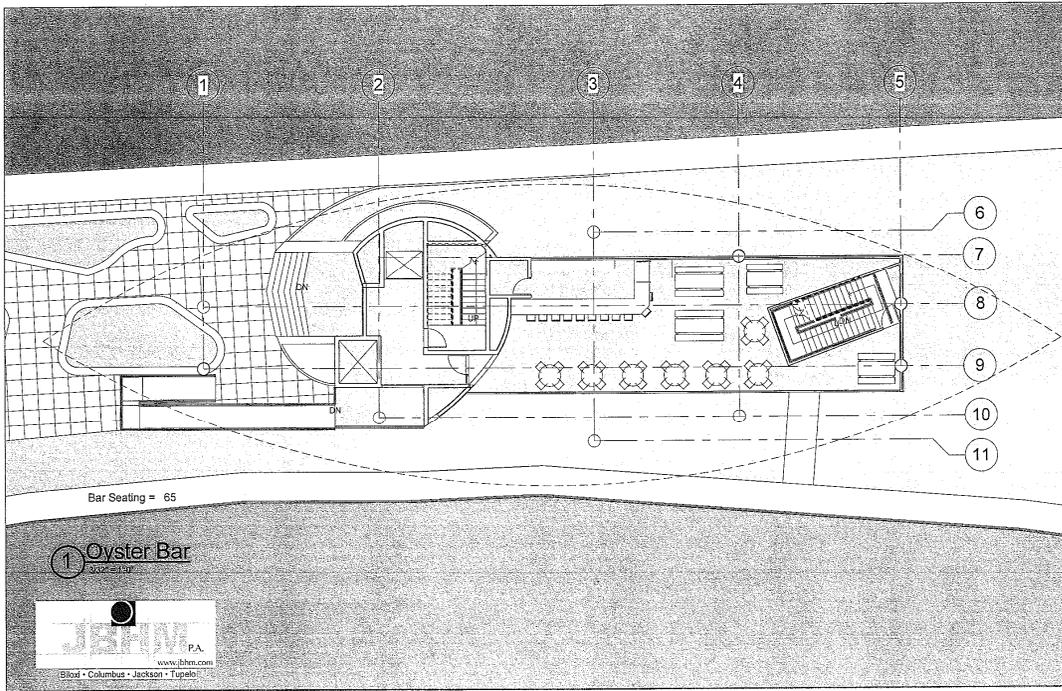
LONG BEACH, MS

JBHM
ARCHITECTS

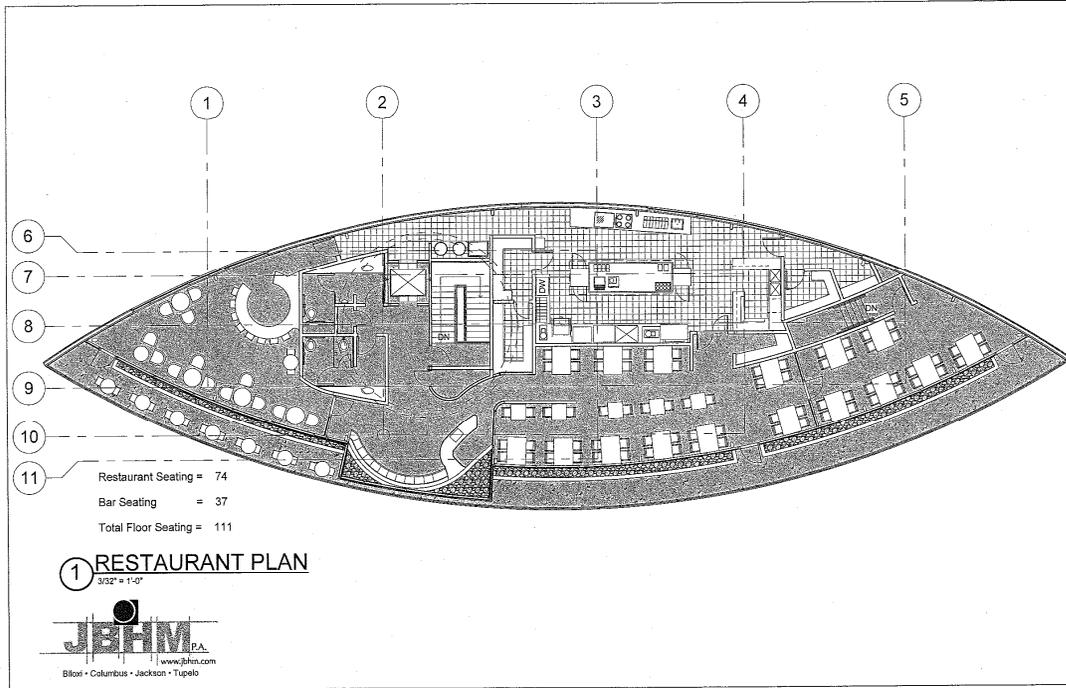
**PORT COMMISSION MINUTES
JULY 15, 2010**



PORT COMMISSION MINUTES JULY 15, 2010

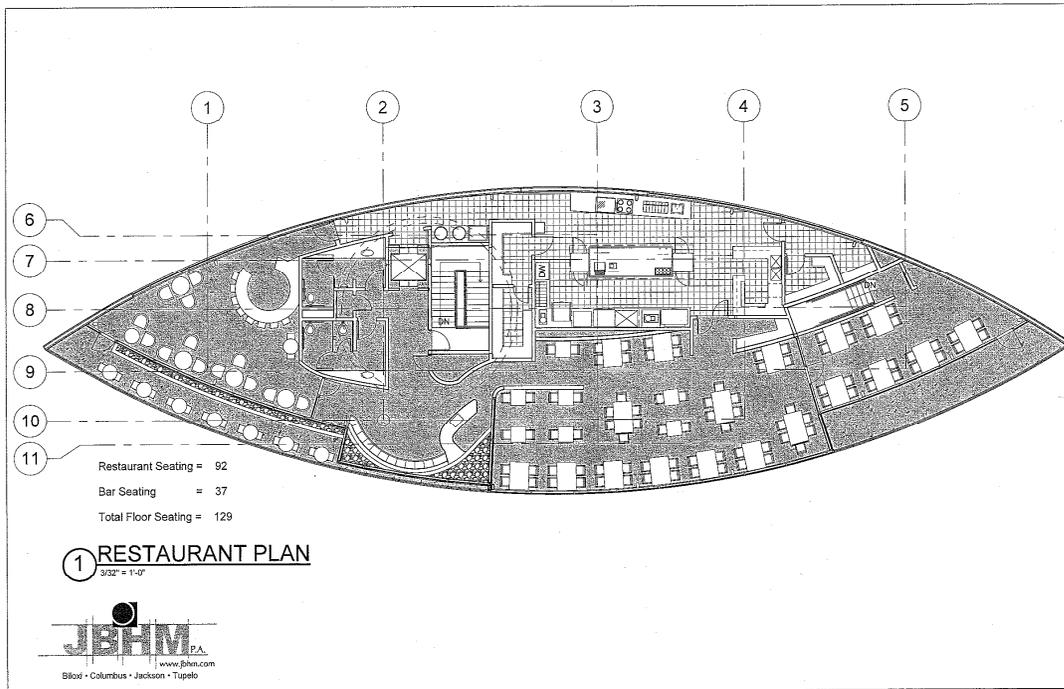


PORT COMMISSION MINUTES JULY 15, 2010

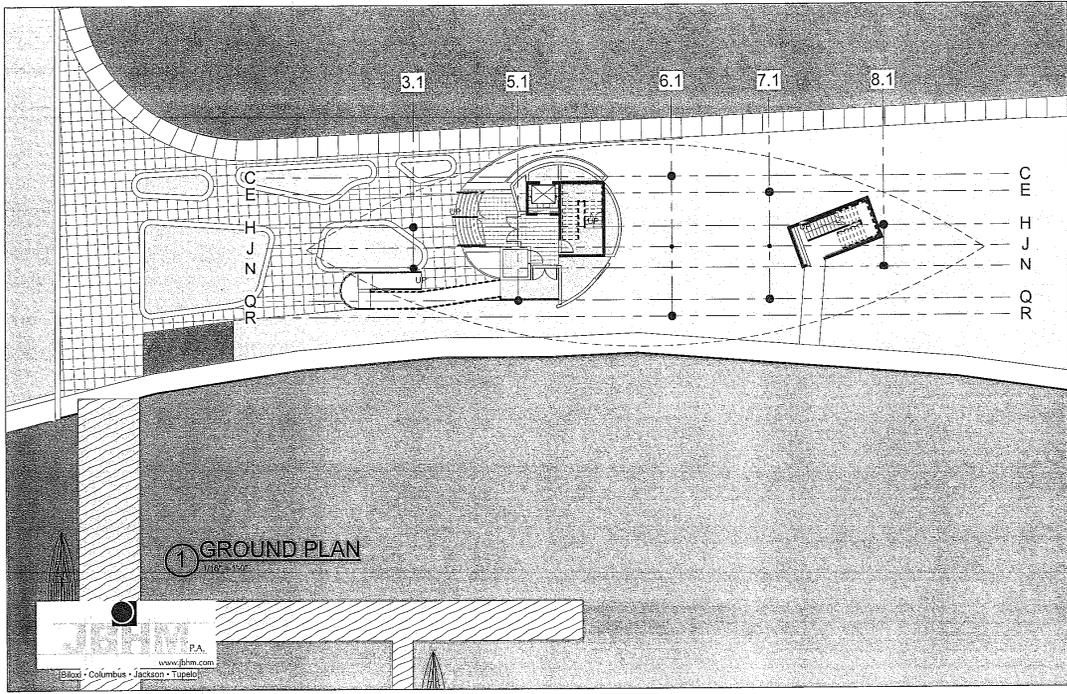


PORT COMMISSION MINUTES

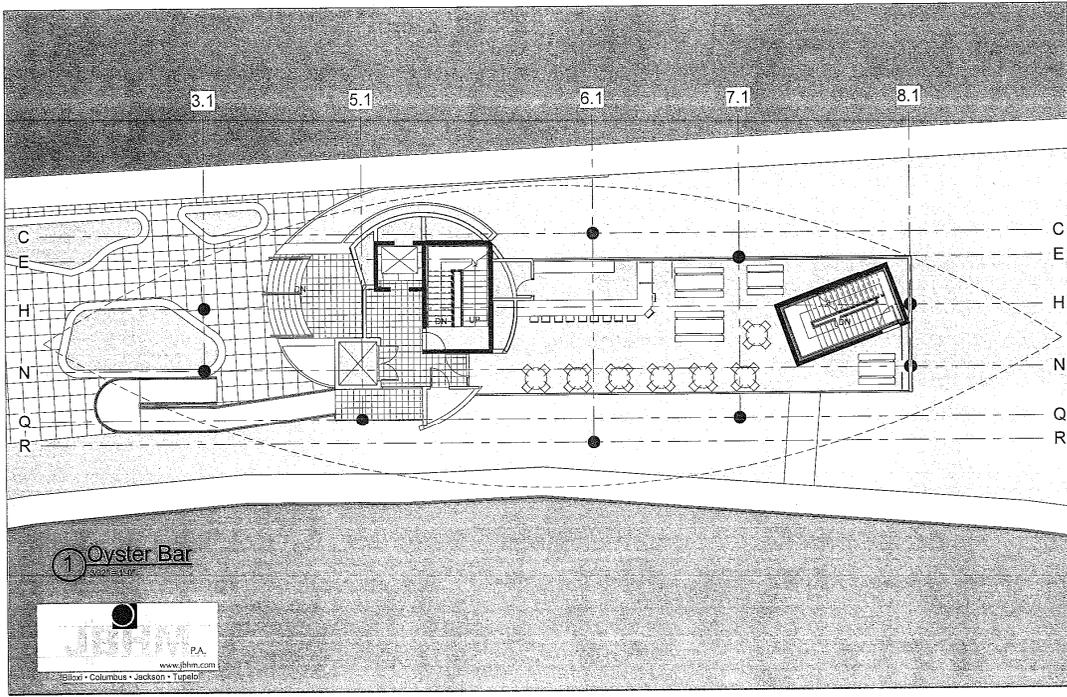
JULY 15, 2010



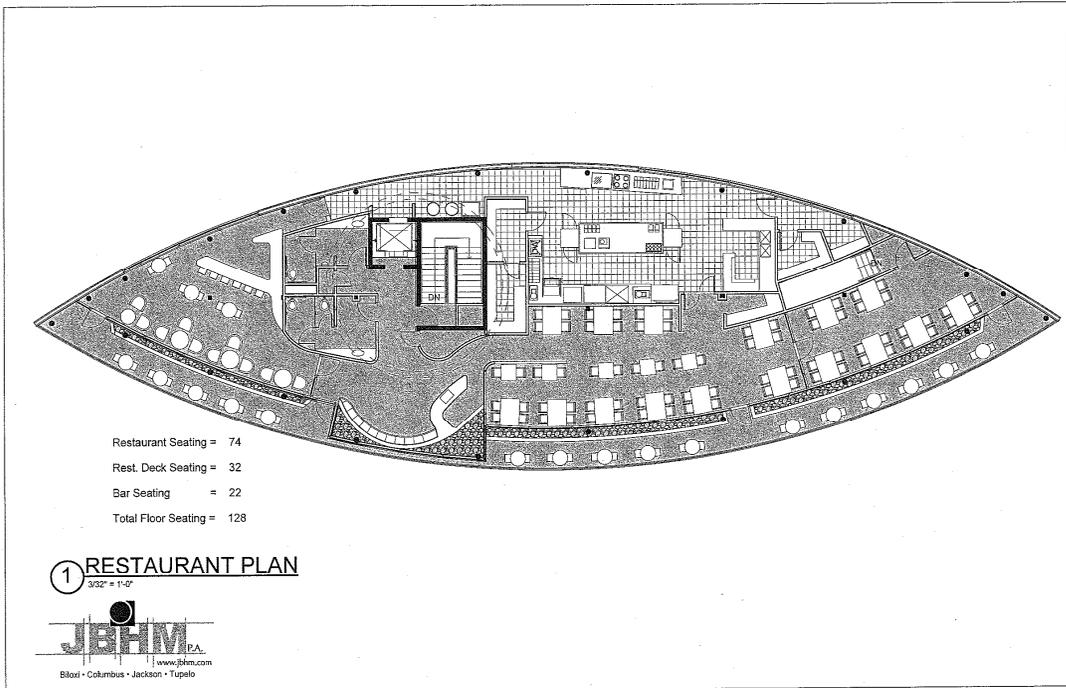
PORT COMMISSION MINUTES JULY 15, 2010



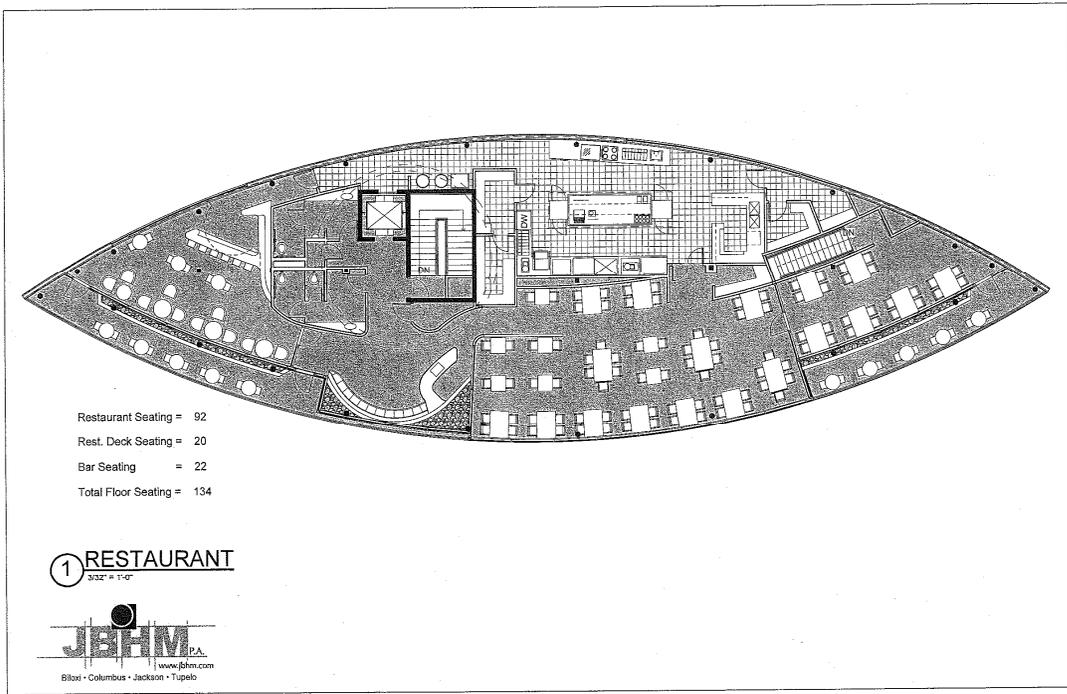
PORT COMMISSION MINUTES JULY 15, 2010



PORT COMMISSION MINUTES JULY 15, 2010



**PORT COMMISSION MINUTES
JULY 15, 2010**



After review, Commissioner Purchner made motion seconded by Commissioner Reed and unanimously carried to approve the aforesaid floor plans, acknowledging the flexibility on total floor seating.

There came on for discussion a **Vacant Land Lease** by and between Blue Ridge Properties, LLC and BP America Production Company. Said lease ordered spread upon the minutes of this meeting in words and figures as follows:

**PORT COMMISSION MINUTES
JULY 15, 2010**

VACANT LAND LEASE

THIS LEASE is made and entered into as of the ____ day of _____, 2010 (the "Effective Date"), by and between _____, a _____ corporation ("Landlord"), and **BP AMERICA PRODUCTION COMPANY**, a Delaware corporation ("Tenant").

Preliminary Statement

Landlord owns that certain land located at Long Beach Harbor, Mississippi ("Land"), and subject to the terms and conditions set forth herein, Landlord desires to lease to Tenant, and Tenant desires to lease a portion of such Land containing approximately .417 acres of vacant land as depicted on the drawing attached hereto as **Exhibit A** attached hereto (the "Property")

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises contained herein, Landlord and Tenant hereby agree as follows:

ARTICLE 1

DEMISE AND TERM

1.1 **Demise**. Subject to the terms and conditions set forth herein, Landlord hereby leases the Property to Tenant, and Tenant hereby leases the Property from Landlord. Within five (5) days of execution of this Lease, Landlord agrees to stake the boundary of the Property.

1.2 **Term**. The term of this Lease (the "Initial Term") shall commence on the Effective Date and shall end, unless sooner terminated as herein provided or pursuant to law, at 12:59 p.m. on the date that is the last day of the third (3rd) full calendar month thereafter. Thereafter, the term of this Lease shall be automatically extended on a month to month basis (the "Extended Term"), it being understood and agreed that Tenant shall have a right to terminate this Lease effective as of the last day of a calendar month by delivering at least thirty (30) days' advance written notice to Landlord. As used herein, the "Term" shall mean the Initial Term and the Extended Term, if any, collectively.

ARTICLE 2

FIXED RENT

On or before the first day of every month during the Term, Tenant shall pay to Landlord the sum of _____ as "Fixed Rent", which Fixed Rent includes the applicable sales tax, if any. As to the partial month of July, 2010 (July ____ through July 31st), Tenant shall pay the sum of _____ and __/100 Dollars (\$_____). Tenant shall pay Fixed Rent by wire transfer to the account and using the wiring instructions designated on **Exhibit B** attached hereto.

CONDITION AND OCCUPANCY

**PORT COMMISSION MINUTES
JULY 15, 2010**

NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED IN THIS LEASE, LANDLORD HEREBY ACKNOWLEDGES AND AGREES THAT TENANT SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY ENVIRONMENTAL DEFECT (AS HEREINAFTER DEFINED) THAT EXISTED PRIOR TO THE DATE OF THIS LEASE. Tenant shall, however, remediate to the extent required by applicable laws any Environmental Defect that first occurs during the Term of this Lease and is caused by the acts or omissions of Tenant, its agents, employees or contractors. The term "Environmental Defect" means the presence on or within the Property or on or below the surface thereof, or evidence of the presence on or within the Property or on or below the surface thereof, of any Hazardous Substances (as hereinafter defined) (i) at concentrations or levels which would expose the owner of the Property to liability for cleanup or remediation costs with respect to such substances or wastes under any federal, state or local environmental protection statute, regulation or ordinance, or (ii) which have been or which are being stored, produced, processed, fabricated, released, spilled, leaked, pumped, emitted, poured, emptied, or dumped on or from the Property in any manner which is not in compliance with any applicable federal, state or local environmental protection statute, regulation or ordinance. The term "Hazardous Substances" means hazardous substances and hazardous wastes as those terms are defined in the regulations promulgated by any applicable federal, state or local environmental protection regulation, and radon gas, petroleum hydrocarbons, asbestos or asbestos-containing materials, pesticides and PCBs. Landlord represents and warrants to Tenant that, as of the Effective Date of this Lease, the Property is free of Hazardous Substances and Landlord has not received any notice that the Property is in violation of any statutes, codes, ordinances, orders, rules or regulations of any municipal or governmental entity.

ARTICLE 3

USE OF THE PROPERTY

Tenant shall be entitled to the exclusive use of the Property during the Term as a boat washing station and together with ingress and egress to and from said station. Tenant shall be entitled to have access to and to use the Property for such purposes twenty-four (24) hours per day, seven (7) days per week, and such use shall not be deemed to constitute a nuisance.

ARTICLE 4

ALTERATIONS

Tenant shall make those alterations, additions and improvements to the Property as necessary for Tenant to utilize the Property for the purposes provided for herein including, but not limited to, laying gravel over the drive area and in connection with the actual boat washing station.

UTILITIES

Landlord shall provide all utility services to the Property, including but not limited to electrical, sewer and water.

**PORT COMMISSION MINUTES
JULY 15, 2010**

ARTICLE 5

INSURANCE AND INDEMNITY

5.1 Insurance.

(a) Tenant shall, at Tenant's sole cost and expense, keep the Property insured against loss by fire and such other hazards, casualties and contingencies as are typically covered by an All-Risk form of policy, extended coverage, commercial general liability insurance.

(b) Tenant shall maintain, at its sole cost and expense, at all times during the Term and at any other time or times when Tenant is occupying the Property or any part thereof public liability insurance in such amounts as shall from time to time be reasonable, but in no event less than Three Million Dollars (\$3,000,000.00) inclusive of all injuries or death of persons or damage to property of others arising from any one occurrence and to pay the premiums for such insurance.

(c) All insurance required to be carried hereunder shall be written by companies of recognized financial standing authorized to do insurance business in the State in which the Property is located. All liability insurance shall name Landlord and any other persons or entities that Landlord may reasonably designate as additional insureds, and shall include contractual liability coverage for the indemnification obligations of Tenant under this Lease.

(d) Insurance claims by reason of damage to or destruction of any portion of the Property shall be adjusted by Landlord. Proceeds of such insurance shall be made available to Landlord for the purpose of restoring the Property.

(e) At Landlord's request, Tenant shall deliver to Landlord certificates of insurance evidencing all insurance required to be carried hereunder. Landlord acknowledges and agrees that Tenant shall be permitted to self insure the insurance required under this Section 7.1.

5.2 Indemnification. To the extent not expressly prohibited by law, Tenant agrees to hold Landlord harmless and to indemnify Landlord against loss, cost, damage, claims and liabilities, including, but without limitation, reasonable attorneys' fees and costs of litigation, for injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Property arising from Tenant's occupancy of the Property or the conduct of its business or from any activity, work or thing done, permitted or suffered by Tenant in or about the Property or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission of Tenant, its agents, contractors, invitees, licensees or employees. To the extent not expressly prohibited by law, Landlord agrees to hold Tenant harmless and to indemnify Tenant against loss, cost, damage, claims and liabilities, including, but without limitation, reasonable attorneys' fees and costs of litigation, for injuries to all persons and damage to or theft or misappropriation or loss of property

**PORT COMMISSION MINUTES
JULY 15, 2010**

occurring in or about the Property arising from the conduct of Landlord's business or from any activity, work or thing done, permitted or suffered by Landlord in or about the Property or from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to the terms of this Lease, or due to any other act or omission of Landlord, its agents, contractors, invitees, licensees or employees. The indemnification obligations set forth in this Section 7.2 shall include the duty to defend against any claims asserted by reason of any such claims or liabilities and to pay any judgments, settlements, costs, fees and expenses (including reasonable attorneys' fees), incurred in connection therewith. The provisions of this Section 7.2 shall survive the expiration or early termination of this Lease.

7.3 Release of Claims/Subrogation. Notwithstanding anything stated herein to the contrary, Landlord and Tenant release each other from all claims or liabilities for damage to the Property, damage to or loss of personal property on the Property, and loss of business or revenues that are covered by the releasing party's property insurance or that would have been covered by the required insurance if the party fails to maintain the property coverages required by this lease. The party incurring the damage or loss will be responsible for any deductible or self-insured retention under its property insurance. Landlord and Tenant will notify the issuing property insurance companies of the release set forth in this paragraph and will have the property insurance policies endorsed, if necessary, to prevent invalidation of coverage. **The release in this paragraph will apply even if the damage or loss is caused in whole or in part by the ordinary negligence or strict liability of the released party but will not apply to the extent the damage or loss is caused by the gross negligence or willful misconduct of the released party.**

7.4 No Consequential Damages. Without affecting the rights of the Landlord or Tenant to recovery of actual, and direct damages, under no circumstances shall either party be liable for consequential, incidental, indirect, punitive, exemplary or special damages or lost profits (collectively, "Consequential Damages") resulting from any cause whatsoever, whether arising in contract, warranty, tort (including negligence), strict liability, indemnity or otherwise. It is expressly agreed that no failure by a party to fulfill any condition hereof shall constitute a failure of essential purpose entitling the other party to Consequential Damages. The provisions of this Section shall expressly survive the termination of the Lease.

ARTICLE 6

DEFAULT

6.1 Default. The occurrence of any of the following shall constitute a default (a "Default") by Tenant under this Lease: (i) Tenant fails to pay any Rent within ten (10) days following receipt of written notice that such payment is due; (ii) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty (30) days after notice from Landlord or such longer period as is necessary so long as Tenant commences to cure such default within said thirty (30) day period and diligently and continuously prosecutes such cure to completion; (iii) the leasehold interest of Tenant is levied upon or attached under process of law and such levy or attachment is not released within sixty (60) days; (iv) Tenant abandons or vacates the Property without notice to Landlord and is not paying Rent; or (v) any voluntary or

**PORT COMMISSION MINUTES
JULY 15, 2010**

involuntary proceedings are filed by or against Tenant under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within sixty (60) days after filing.

6.2 Right of Re-Entry. Upon the occurrence of a Default (after the expiration of applicable notice and cure periods), Landlord may elect to terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Property. Upon any such termination, Tenant shall immediately surrender and vacate the Property and deliver possession thereof to Landlord.

ARTICLE 7

NOTICES

Whenever any notice or consent is required or permitted hereunder, such notice or consent shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered (a) when delivered personally, (b) upon receipt when sent by recognized overnight courier or (c) three (3) days after deposit in the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt Requested, if mailed, addressed to the parties hereto as follows:

If to Landlord:

Attn: _____

If to Tenant:

BP America Production Company
1012 Crystal Court
Glenview, IL 60025

or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 Time. Time is and shall be of the essence of this Lease and all its provisions.

**PORT COMMISSION MINUTES
JULY 15, 2010**

8.2 Applicable Law and Construction. This Lease shall be governed by and construed under the laws of the State in which the Property is located.

8.3 Parties Bound. It is agreed that this Lease, and each and all the covenants and obligations hereof, shall be binding upon and inure to the benefit of, as the case may be, the parties hereto, their respective heirs, executors, administrators, successors and assigns, subject to all agreements and restrictions herein contained with respect to assignment or other transfer of Tenant's interest herein.

8.4 Severability. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

8.5 Attorney's Fees. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

10.6 Multiple Counterparts. To facilitate execution hereof, this Lease may be executed in one or more counterparts and an executed copy hereof shall have the effect of an original, executed instrument.

10.7 Authorization. Landlord and Tenant represent and warrant to the other party that each has the full right, legal power and actual authority to enter into this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first written above.

LANDLORD:

TENANT:

_____, a

**BP AMERICA PRODUCTION
COMPANY**, a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**PORT COMMISSION MINUTES
JULY 15, 2010**

EXHIBIT A

DEPICTION OF THE PROPERTY

**PORT COMMISSION MINUTES
JULY 15, 2010**

EXHIBIT B

WIRE TRANSFER INSTRUCTIONS

Commissioner Hansen made motion seconded by Commissioner Hancock and unanimously carried to approve the aforesaid sub lease for the purpose of establishing a boat washing facility, for a term not to exceed six (6) months.

**

**

The commission recognized Mr. Chester Karella, Belltech, contracted by BP to provide the boat cleaning facility (decontamination). Mr. Karella offered a brief explanation of the process used in boat cleaning; whereupon there was no action required or taken.

**PORT COMMISSION MINUTES
JULY 15, 2010**

There came on for discussion the Port Budget for FY 10/11. After considerable discussion, Commissioner Hancock made motion seconded by Commissioner Hansen and unanimously carried to approve the following budget:

CITY OF LONG BEACH, MISSISSIPPI - MUNICIPAL BUDGET							
INTERNAL CONTROL WORKSHEET							
PORT & HARBOR FUND							
	ADOPTED FY 05-06	ADOPTED FY 06-07	ADOPTED FY 07-08	ADOPTED FY 08-09	ADOPTED FY 09-10	PROPOSED FY 10-11	DIFFERENCE + OR (-)
REVENUES							
BEGINNING FUND BALANCE	316,560		215,174	329,248	229,968	173,044	(56,924)
INTEREST EARNED	3,000		-	-	-	-	-
TIDELANDS GRANT	200,000		200,000	200,000	200,000	200,000	-
FEMA/MEMA REIMBURSEMENT							-
SALES TAX							-
SLIP RENT	250,000	120,000	44,123	306,912	267,986	267,986	-
STORE SALES	21,500		10,770	11,000	5,500	12,000	6,500
RENTAL INCOME	30,855	10,000	19,865	33,126	10,300	24,200	13,900
MISCELLANEOUS			700	-	-	-	-
INSURANCE PROCEEDS							-
TOTAL REVENUES	821,915	130,000	490,632	880,286	713,764	677,240	(36,524)
EXPENDITURES							
PERSONNEL							
SALARIES	145,000	119,958	134,087	180,263	217,841	209,291	(8,550)
LONGEVITY	1,300	570	1,020	1,320	1,380	1,740	360
RETIREMENT	16,093	13,861	14,324	17,546	24,003	26,186	2,183
FICA	11,200	9,221	10,302	13,894	16,770	16,142	(628)
MEDICAL INSURANCE	23,000	30,612	33,060	29,220	36,500	34,700	(1,800)
TOTAL PERSONNEL	196,593	174,222	192,793	242,243	296,494	288,059	(8,435)
SUPPLIES							
OFFICE				240	1,200	1,200	-
OPERATING SUPPLIES	18,000	18,000	15,200	1,200	2,500	2,500	-
GAS/OIL	1,000	1,000	3,000	1,800	1,051	1,300	749
STORE PURCHASES				4,400	4,214	6,000	1,786
TOTAL SUPPLIES	19,000	19,000	18,200	7,640	8,965	11,500	2,535
OTHER CHARGES/SERVICES							
BUILDING MAINTENANCE	2,500	100	100	420	420	-	(420)
EQUIPMENT MAINTENANCE	500	500	500	360	360	1,000	840
HARBOR MAINTENANCE	19,805	15,000	15,000	7,200	7,000	7,000	-
VEHICLE MAINTENANCE	400	400	400	600	600	500	(100)
LEGAL FEES	4,000	4,000	4,000	8,040	12,000	23,179	11,179
ENGINEERING FEES	1,000	1,000	1,000	1,020	1,000	6,000	5,000
MACHINERY/EQUIPMENT				360	100	-	(100)
ADMINISTRATIVE CHARGE	15,000	15,000	15,000	15,000	15,000	32,602	17,602
SALES TAX PAYABLE							
COLLECTION CONTRACT				780	-	-	-
MISCELLANEOUS	200	200	200	600	200	200	-
INSURANCE	11,000	11,000	11,000	-	-	-	-
UTILITIES-TELEPHONE	400	400	1,000	1,020	1,172	1,200	28
-ELECTRIC	33,400	26,700	26,699	23,234	30,000	30,000	-
-CABLE				1,200	1,200	1,300	100
CONSULTANT FEES				2,100	2,100	2,000	(100)
INSURANCE REPAYMENT				103,700	103,700	72,500	(31,200)
TOTAL OTHER	88,005	74,300	74,899	165,834	174,852	177,681	2,829
TOTAL OPERATIONS BUDGET	303,598	267,522	285,892	415,517	480,311	477,240	(3,071)
CAPITAL OUTLAY							
CONTINGENCY				130,584	16,727	-	(16,728)
CAPITAL IMPROVEMENTS				130,585	16,727	-	(16,727)
CAPITAL REPLACEMENT				3,600	-	-	-
PRIOR YEAR TIDELANDS	318,317						
HARBOR IMP/REPAIRS - TIDELANDS	200,000		200,000	200,000	200,000	200,000	-
TOTAL CAPITAL OUTLAY	518,317	-	200,000	464,769	233,453	200,000	(33,453)
TOTAL PORT & HARBOR	821,915	267,522	485,892	880,286	713,764	677,240	(36,524)

There came on for discussion Request for Proposals for a property lease located within the Long Beach Harbor. Commissioner Purchner made motion seconded by Commissioner Reed and unanimously carried to spread the proof

**PORT COMMISSION MINUTES
JULY 15, 2010**

of publication upon the minutes of this meeting in words and figures as follows:

PROOF OF PUBLICATION

REQUEST FOR PROPOSALS
 The Long Beach Port Commission is soliciting proposals for a property lease located within the Long Beach, Mississippi municipal recreation harbor located at the southern extension of Cleveland Avenue. The specific property is adjacent to the south side of Highway 90 on the northeast corner of the harbor property. Proposals for services, merchandise, and facilities will be considered. Proposals must be received no later than 5 pm Thursday, July 8th for consideration at the regular Port Commission meeting on Thursday, July 15, 2010. Contact the Long Beach Harbormaster for details of the Request for Proposals, P.O. Box 829, Long Beach, MS 38501. Temporary Harbormaster Building, South Cleveland Ave., (228) 863-4795. ADY/16X
 1404793

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared _____ who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 18 times in the following numbers and on the following dates of such paper, viz:

- Vol. 126 No., 230 dated 21 day of May, 20 10
 - Vol. 126 No., 231 dated 22 day of May, 20 10
 - Vol. 126 No., 232 dated 23 day of May, 20 10
 - Vol. 126 No., 237 dated 28 day of May, 20 10
 - Vol. 126 No., 238 dated 29 day of May, 20 10
 - Vol. 126 No., 239 dated 30 day of May, 20 10
 - Vol. 126 No., 244 dated 4 day of June, 20 10
- page 1 of 3

Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

Michelle Gelet
 Clerk

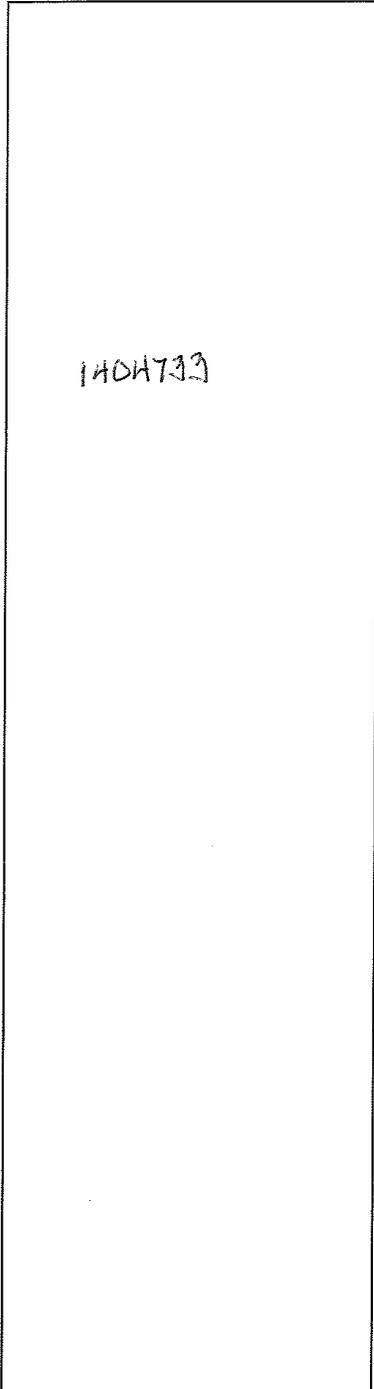
Sworn to and subscribed before me this 29 day of June, A.D., 20 10



Kandi A. Berkley
 Notary Public

PORT COMMISSION MINUTES
JULY 15, 2010

PROOF OF PUBLICATION



1404733

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared _____ who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 12 times in the following numbers and on the following dates of such paper, viz:

- Vol. 126 No., 245 dated 5 day of June, 20 10
- Vol. 126 No., 246 dated 6 day of June, 20 10
- Vol. 126 No., 247 dated 11 day of June, 20 10
- Vol. 126 No., 248 dated 12 day of June, 20 10
- Vol. 126 No., 249 dated 13 day of June, 20 10
- Vol. 126 No., 250 dated 18 day of June, 20 10
- Vol. 126 No., 251 dated 19 day of June, 20 10

page 2 of 3

Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

Michelle Gilet

Clerk

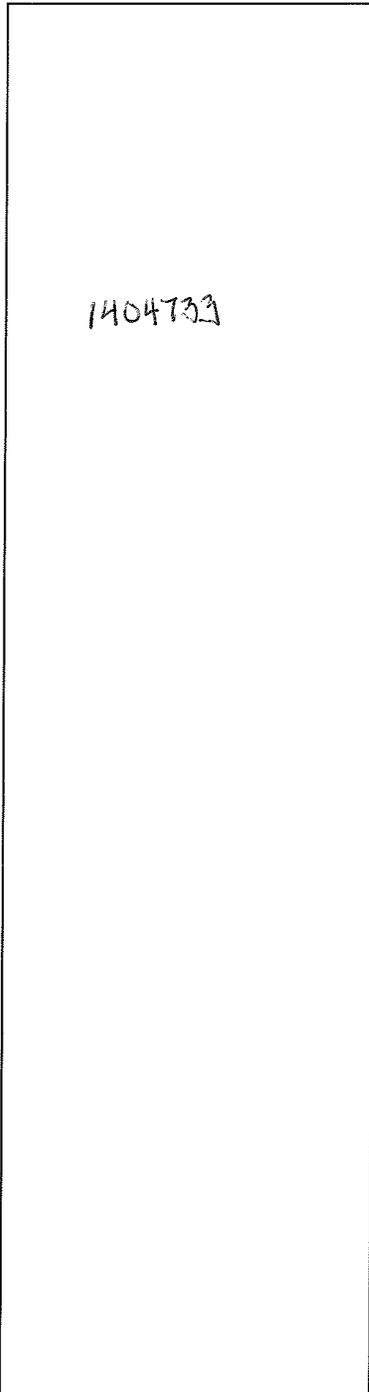
Sworn to and subscribed before me this 28 day of June, A.D., 20 10



Kandi Berkley
Notary Public

PORT COMMISSION MINUTES
JULY 15, 2010

PROOF OF PUBLICATION



1404733

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared _____ who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 18 times in the following numbers and on the following dates of such paper, viz:

- Vol. 126 No., 260 dated 20 day of JUNE, 20 10
- Vol. 126 No., 265 dated 25 day of JUNE, 20 10
- Vol. 126 No., 266 dated 26 day of JUNE, 20 10
- Vol. 126 No., 267 dated 27 day of JUNE, 20 10
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

page 3 of 3

Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

Michelle Gilet

Clerk

Sworn to and subscribed before me this 28 day of JUNE, A.D., 20 10



Kandi Berkeley
Notary Public

The clerk reported there were no proposals received; whereupon there was no action required or taken.

Commissioner Hancock made motion seconded by Commissioner Kies and unanimously carried to approve payment of invoices as listed on Dockets of Claims #HBR070610 and #HBR072010.

The commission recognized Mr. Michael White for the Harbormaster's report; whereupon Mr. White reported on several harbor matters none of which required any action.

PORT COMMISSION MINUTES
JULY 15, 2010

The commission recognized Mr. Jim Simpson for the Port Attorney's report; whereupon Attorney Simpson updated the commission of the State of Mississippi's pursuit to enter into a Tidelands Lease. There was no action required or taken.

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

APPROVED:

PHIL KIES, PRESIDENT

DATE

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK