

**PORT COMMISSION MINUTES
SEPTEMBER 29, 2014**

Be it remembered that a recess meeting of the Port Commission of the City of Long Beach, Mississippi, was begun and held at the City Hall, 201 Jeff Davis Avenue, in said City, on Monday, September 29, 2014, at 5:00 o'clock p.m., and the same being the time, place, and date fixed by order of the Port Commission recessing the meeting from September 18, 2014.

There were present and in attendance on said Commission and at the meeting the following named persons: Commission President Phil Kies, Secretary Don Deschenes, Commissioners Roger Ladner, Barney Hill, Susan Nicolais, Joseph Yott, Sr., Vernon Ehlers, Port Attorney James C. Simpson, Jr., Harbormaster Bill Angley, and Deputy City Clerk Stacey Dahl.

Absent the meeting were Commissioners John Casey and Stan Snodgrass.

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

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

Commissioner Nicolais made motion seconded by Commissioner Hill and unanimously carried to approve minutes of the Port Commission, as follows:

- Regular Minutes dated August 21, 2014, as submitted
- Regular Minutes dated September 18, 2014, as submitted.

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

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Long Beach Port Commission
Phil Kies, President

September 18, 2014

RE: Project Updates:

1. **CIAP- Harbor Master Plan.**
Advertisement for bids for the construction of Bulkhead Improvements (tie-backs) is currently in the papers. Pre-Bid meeting was held Wednesday September 17th with perspective bidders. Bid opening will take place September 30, 2014. A. Garner Russell engineers are continuing work on Design and development of bid packages for other harbor improvement projects. USACE continues their 408 and permit review for the Harbor Master Plan.
2. **Bulkhead B.I.G. Project** AGR Engineering is working on design and bid package for improvements along the new north shore bulkhead.
3. **Isaac Repairs.** Cobb Environmental has completed the construction work on the harbor Fueling station. Contractor, Dyke Parnell, has completed 95% of the construction on the last launch ramp pier. Contractor Parnell will return later to install some additional x-bracing, but the pier is now open for public use. Rip-Rap replacement and Dredging will begin as soon as permits are received.
4. **Appeal FEMA Decision (\$80,000 reduction) on Launch Ramps.** The appeal letter from LBPC was mailed to MEMA on May 12, 2014. The city has not heard anything on this appeal.
5. **Boating Infrastructure Grant** request has been sent to DMR for \$950,911 in federal funding year 2015 awards. This grant, if approved, will provide another 300 feet of bulkhead and pier construction along the north shore of the harbor. The city will provide \$475,455 in matching funds. We hope to hear back on a decision before the end of the year.

Please contact me at your convenience with any questions.

Best Regards,



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City of Long Beach

BOARD OF ALDERMEN
Leonard G. Carrubba, Sr. - At-Large
Gary J. Ponthieux - Ward 1
Bernie Parker - Ward 2
Kelly Griffin - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Alan Young - Ward 6



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruoff

CITY ATTORNEY
James C. Simpson, Jr.

September 16, 2014

Mississippi Department Marine Resources
Attn: Rhonda Price
1141 Bayview Avenue
Biloxi, MS. 39530

RE: 2015 Boating Infrastructure Grant Request

Dear Ms. Price,

The city of Long Beach and the Long Beach Port Commission appreciates the previous B.I.G. Grant approved for Phase I to make the improvements providing transit boat slips along the harbor's north shore. This first phase is now nearing completion. The city would appreciate consideration of a 2015 B.I.G. in the amount of \$950,911 to continue Phase II of this project. The city concurs with the Long Beach Port Commission's plans to use future Tidelands funds for the matching funds, amounting to \$475,455.

The city of Long Beach believes that these and future harbor improvements along with many other amenities the city has to offer nearby will make our harbor a popular location for transit boaters to stop while crossing the Mississippi Sound.

Thanks in advance for your consideration of the city's request for this grant. Please advise if any additional information is needed.

Sincerely,

Mark Lishen
Mayor Pro Tempore
City of Long Beach

Phil Kies, Pres.
Long Beach Port Commission
City of Long Beach

CC: Mayor Skellie, Ron Robertson

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • 863-1556 • FAX 865-0822
www.cityoflongbeachms.com

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There was no action required or taken regarding the aforesaid report.

There came on for consideration the Lease Agreement by and between the Long Beach Port Commission and Justin Roland as follows:

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LEASE AGREEMENT

This lease agreement made and entered into on this 29 day of September, 2014, by and between LONG BEACH PORT COMMISSION of Long Beach, Mississippi, hereinafter referred to as LESSOR, and **JUSTIN ROLAND**, hereinafter referred to as LESSEE.

**SECTION ONE
DEMISE, DESCRIPTION AND USE OF PREMISES**

(A) USES ALLOWED: LESSOR leases to LESSEE and LESSEE hires from LESSOR, for the purpose of constructing, operating or maintaining thereon a marine related business and service facility, the purpose of which shall include the sale of fuel and fuel products to the boating public, non-prepared food items such as drinks, prepackaged snacks, sandwiches, and similar items and for no other purpose, those certain premises with the appurtenances, situated thereon in the City of Long Beach Harbor, County of Harrison, State of Mississippi. As used herein, the term demised premises refers to the real property and to any fuel storage, pumping, and delivery systems and equipment and related improvements located thereon from time to time during the term hereof, but excludes any portion of any presently existing or to be constructed elevated structure which is located on, over or encroaching upon the described property.

(B) USES PROHIBITED: LESSEE shall not use, or permit the demised premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the demised premises are hereby leased; no use shall be made or permitted to be made of the demised premises, or acts done, which will cause a cancellation of any insurance policy covering any building located or to be located on the premises, or any part thereof, nor shall LESSEE sell, or permit to be kept, used, or sold, in or about the

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demised premises, any article which may be prohibited by the standard form of fire insurance policies. No prepared foods or meals shall be sold, cooked or consumed on the premises. No out-door activities or events shall be sponsored, conducted or allowed on the subject premises by LESSEE without prior consent of LESSOR, and LESSEE shall, at its sole cost, comply with all requirements, pertaining to the demised premises, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the demised premises.

(C) SIGNAGE: Any sign(s) or advertising to be displayed on the subject premises shall be first submitted to and approved by LESSOR.

**SECTION TWO
TERM AND RENT**

(A) TERM: The term of this lease shall be for an initial period of FIVE YEARS, the primary term.

(B) RENT: Base Rent for the primary term shall be equal to the full amount of FORTY-THREE THOUSAND FIVE HUNDRED (\$ 43,500). Said rent shall be payable monthly as follows:

1. From the first day of the month commencing next after execution of this lease agreement by all parties hereto and continuing for a period of SIXTY consecutive calendar months, rent shall be due and paid in advance on the first day of each month in the amount of \$725 DOLLARS.
2. As additional rent during the primary term hereof, LESSEE agrees to pay to LESSOR a sum equal to THREE PERCENT (3%) of the gross sales proceeds of all fuel and fuel products sold each month. Such additional payments shall

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be made by the 20th day of each following month and supported by actual copies of State of Mississippi sales tax payment receipts or other tax return or payment returns or documents.

3. OPTION PERIOD: If the LESSEE is otherwise in compliance with the terms hereof, upon expiration of the primary term hereof, should LESSOR desire or choose to again lease or offer the subject premises for lease or let for substantially the same purposes as allowed hereunder, LESSEE shall have the option to re-lease the subject premises from LESSOR for TWO additional five year periods, each such period to be re-negotiated on such terms and conditions, including revised rent provisions, as may be agreed upon between the parties. This Option to renew shall not apply or allow LESSEE to extend his lease of the subject premises for substantially different purposes than as allowed hereunder.

4. It is intended that LESSEE operate a facility for sale of fuel and fuel products to marine vessels in the Long Beach Harbor. LESSOR wishes to ensure that fuel prices remain reasonable to harbor users and competitive with those prices available in other harbors and marinas on the Gulf Coast. Therefore, it is agreed that fuel shall be sold at prices not to exceed fifteen percent over the wholesale price paid for such fuel by LESSEE. Price for fuel must be adjusted consistently by LESSOR to reflect his most recent fuel purchase cost, and shall be subject to audit by LESSOR.

(C) HOURS OF OPERATIONS: LESSEE shall be open for operation during all hours as specified in DMR regulations. In addition, LESSEE shall also maintain hours of operation as follows: Sunday through Thursday 6:00 AM to 5:00 PM and Friday and

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Saturday 5:00 AM to 5:00 PM. In the event of inclement weather the business can be closed providing a sign is posted stating a date/time the business is scheduled to be reopened for normal business. During said hours LESSEE shall provide those services listed above and described herein. With the notification and permission of the port commission, these hours can be adjusted to shorter periods of operation during those months public marine operations are reduced, e.g., winter. The retail price of live bait shall be competitive with the average retail price for the same type bait sold elsewhere in Harrison County. Failure to comply with these provisions shall constitute an act of default and grounds for immediate termination of this lease.

SECTION THREE
WARRANTIES OF TITLE AND QUIET POSSESSION

LESSEE shall satisfy itself as to the state of the title of the LESSORS premises. LESSOR will not warrant title to the demised premises and will lease only such interest that it may have, if any.

SECTION FOUR
WASTE AND NUISANCE PROHIBITED

LESSEE shall not commit, or suffer to be committed any nuisance or obnoxious activity on or about the demised premises. LESSEE shall not commit, or suffer to be committed any waste which includes but is not limited to failure to have and make available fuel to the public for any period in excess of forty-eight (48) hours, except in case of acts of God, inability due to mechanical breakdown beyond the ability of LESSEE to have corrected within said time, or otherwise by lawful order of any appropriate jurisdiction.

SECTION FIVE
SUBLETTING

LESSEE shall not have the right to assign or sublet this lease either in whole or in

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part.

**SECTION SIX
NOTICES**

All notices, demands, or other writings in this lease provided to be given, or which may be given, by either party hereto to the other, shall be deemed to have been fully given and delivered when made in writing and deposited in the United States mail, return receipt requested and postage prepaid, and addressed as follows:

TO LESSOR: Long Beach Port Commission
 Post Office Box 929
 Long Beach, MS 39560

TO LESSEE: Justin Roland
 Post Office Box 413
 Gulfport, MS 39502

The address to which any notice, demand, or other writing may be given to any party as above provided may be changed by written notice given by such part as above provided.

**SECTION SEVEN
CONSTRUCTION AND IMPROVEMENTS**

(A) IMPROVEMENTS: LESSEE shall have the right to make such temporary improvements on the premises and alterations to such improvements which from time to time LESSEE may deem necessary in furtherance or operation of his business use of the premises; provided, however, LESSEE will in no event make any alterations, improvements, or other changes of any kind to any structure or building on the premises that will decrease the value of such structure or building, or that will adversely affect the structural integrity of the structure or building. Any such activities must also be submitted to and approved by the LESSOR prior to commencement of construction in accordance with subparagraph (c)

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below.

(B) COST: All alterations, improvements and changes constructed by the LESSEE upon or contiguous to the demised premises shall be at LESSEES sole expense.

(C) ALTERATIONS, IMPROVEMENTS AND CHANGES PERMITTED: The plans and specification for any such alterations, improvements, and changes to be constructed by LESSEE shall be approved by LESSOR, prior to commencement of actual construction. LESSOR shall approve or disapprove the plans and specifications within sixty (60) days of their submission or LESSOR shall be deemed to have granted its approval.

(D) DISPOSITION OF NEW IMPROVEMENTS: Any alterations, improvements, and changes constructed by LESSEE to any presently existing improvements on the premises shall become the property of LESSOR, and LESSEE shall have only a leasehold therein, subject to the terms hereof.

SECTION EIGHT
REPAIRS AND DESTRUCTION OF IMPROVEMENTS AND EQUIPMENT

(A) MAINTENANCE OF IMPROVEMENTS AND EQUIPMENT: LESSEE shall, throughout the term of this lease, keep and maintain the premises, including all buildings, fuel pumps, fuel storage tanks and related equipment and any other improvements of whatever kind located on the premises, or which may be a part thereof, and all appurtenances thereto, in good, sanitary, and neat order, condition and repair. Any costs of maintenance or repair shall be borne by the LESSEE up to the first TWO HUNDRED FIFTY DOLLARS (\$250.00) per occurrence. Any amount in excess of said amount per occurrence shall be the responsibility of the LESSOR. At the end of the primary term hereof, plus any extensions, LESSEE agrees to return the subject premises to LESSOR in its present condition, subject only to customary and reasonable wear and tear.

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(B) COMPLIANCE WITH LAWS: LESSEE shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the demised premises, and any activity or condition on or in such premises.

(C) DAMAGE TO AND DESTRUCTION OF IMPROVEMENTS/ CASUALTY LOSS:

In the event the leased premises shall be destroyed or rendered totally untenable by fire, earthquake, tornado, hurricane or other cause beyond the control of the LESSOR, this agreement shall cease and terminate as of the date of such destruction and the rental shall then be accounted for between the LESSOR AND LESSEE. In case of damage to or destruction of improvements leased hereunder, LESSEE may, at its own expense, repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction.

(D) LESSEE shall maintain hazard and windstorm insurance in an amount equal to the value of the improvements constructed on the demised premises. It is agreed that the proceeds of any such covering any such damage or destruction shall be paid to the LESSOR in the event of a total destruction of the subject premises and cancellation of the lease as provided above. In the event of damage to the subject premises such that LESSEE elects to repair same, any insurance proceeds paid to LESSOR shall be applied to the costs of such repair.

SECTION NINE
UTILITIES

LESSEE shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection

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with the use, operation, and maintenance of the premises and all activities conducted thereon, and any and all taxes of any kind assessed against the demised premises and any personal property located thereon and LESSOR shall bear no responsibility of any kind thereof.

**SECTION TEN
INSURANCE**

PERSONAL INJURY LIABILITY: LESSEE shall maintain in effect throughout the term of this lease personal injury liability insurance covering its activities on the premises in the amount of ONE MILLION DOLLARS (\$1,000,000) for injury to or death of any one person, and TWO MILLION DOLLARS (\$2,000,000) for injury to or death of any number of persons in one occurrence. Such insurance shall specifically insure LESSEE against all liability assumed by it hereunder, as well as liability imposed by law, and shall name Lessor as a co-insured thereunder. Such policy shall be endorsed as to create the same liability on the part of the insurer as though separate policies had been written for LESSOR and LESSEE. A copy of each such policy shall be delivered to LESSOR.

**SECTION ELEVEN
INDEMNIFICATION**

LESSOR shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by LESSEE or any person whomsoever may at any time be using or occupying or visiting the demised premises or be in on or about the same, whether such loss injury or death or damage shall be caused by or in any way result from or arise out of an act, omission, negligence of LESSEE or of an occupancy visitor or user of any portion of the premises, or shall result from or be caused by any other matter whether of the same kind as, or of a different kind than, the matters or things above set forth, and LESSEE shall indemnify LESSOR against all claims liability, loss

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or damage whatsoever on account of any such loss, injury, death or damage. LESSEE expressly acknowledges that it accepts the premises and property as is, and hereby waives all claims against LESSOR. This section shall not apply to loss, injury, death, or damage arising by reason of the gross negligence or willful misconduct of LESSOR, its agents or employees.

**SECTION TWELVE
ENVIRONMENTAL INDEMNITY**

(A) Lessee is prohibited from discharging, disposing or depositing or allowing to be spilled or wasted any hazardous substances in any manner whatsoever on the demised premises or location. Lessee may only use hazardous substances on the demised premises or location if such substance and/or materials are utilized in the manner prescribed or permitted by federal and state statutes and regulations. Lessee agrees to indemnify and hold the Lessor harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorney's fees) arising directly or indirectly from or out of or in any way connected with Lessee's use or disposal of hazardous materials on the demised premises or location resulting in any damage to Landlord's property, environmental or otherwise. Lessee acknowledges that it will be solely responsible for all costs and expenses related to environmental cleanup, as may be required by Mississippi Department of Environmental Quality, the United States Environmental Protection Agency, United States Coast Guard or by an applicable law, rule or regulation, resulting from any release, threatened release, use or disposal of any hazardous substances and/or hazardous materials on the demised premises or location caused by Lessee or its business guests, licensees or invitees, and agrees to indemnify and hold Lessor fully harmless from any liability, costs and expenses

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related to same, excluding damages, liabilities, costs and/or expenses relating to any condition that is documented to exist prior to execution of this agreement, but only to such extent.

(B) The terms hazardous substances and hazardous materials shall include hazardous waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, petroleum, including crude oil or any fraction thereof, flammable explosives, asbestos, any material containing polychlorinated biphenyls, and any of the substances defined as hazardous substances or toxic substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601, et seq., or any other federal, state, local or other governmental legislation, statute, law, code, rule, regulation or ordinance identified by its terms as pertaining to the disposal, storage, generation or presence of hazardous substances or waste.

(C) LESSEE also agrees to observe and comply with requirements of the NOAA sponsored CLEAN MARINA PROGRAM.

**SECTION THIRTEEN
INGRESS AND EGRESS BY WATER**

LESSOR authorizes LESSEE, during the time this lease agreement remains in force and effect, to create and maintain an egress and ingress for the passage of boats over and upon the water within the Long Beach Harbor to the southern boundary line of the area for the purpose of approaching and accessing the fuel facility. No boats shall dock at any pier utilized by LESSEE except boats docked for the purpose of conducting

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business with LESSEE, and in no case or event for a period of time great the eight (8) consecutive hours.

**SECTION FOURTEEN
CONDITIONS OF DEFAULT**

Any breach or violation of any term hereof shall constitute a default hereunder, and entitle the LESSOR to the rights and remedies provided herein, in addition to all other remedies provided by law.

It shall also be considered an act of default should the LESSEE fail to have and make available fuel to the public for any period in excess of forty-eight (48) hours, except in case of acts of God, inability due to mechanical breakdown beyond the ability of LESSEE to have corrected within said time, or otherwise by lawful order of any appropriate jurisdiction.

It shall also be considered an act of default for LESSEE to either fail to properly and accurately account to LESSOR all fuel purchases and sales occurring during the term hereof, or to inconsistently, inaccurately or improperly reflect and revise fuel sales prices in accordance with the limitations contained in Section Two above.

**SECTION FIFTEEN
NOTICE OF DEFAULT**

A notice of default shall consist of a written notice of the acts or omissions of LESSEE which constitutes the default and the action required by LESSEE to cure the default. The notice of default shall be mailed by United States mail, postage prepaid, return receipt requested, to LESSEES mailing address given above.

**SECTION SIXTEEN
EXERCISE OF LESSORS RIGHTS**

Except for LESSEES non-payment or untimely payment of rent, for which no notice is required, or for default for failure to properly and accurately account to LESSOR for all

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fuel purchases and sales, or to consistently, accurately and properly reflect and revise fuel sales prices in accordance with the limitations contain in Section Two hereof, for which three instances of Notice of such event of default shall be required before any remedy of cancellation is available, LESSEE shall not be in default of this Lease Agreement and LESSOR shall not exercise any of its rights and remedies contained herein, or terminate this Lease Agreement for any reason, except upon the following conditions:

(1) LESSOR has sent LESSEE a notice of default as required in Section Fourteen herein and;

(2) Thirty (30) days have elapsed from the date of mailing of Notice of Default by LESSEE; and

(3) LESSEE has either: a) failed to cure the default within the said thirty (30) days, or, b) LESSEE has failed to make diligent efforts, in the sole judgment of the LESSOR, to cure the default within a reasonable time if the default cannot be cured with the said thirty (30) days.

**SECTION SEVENTEEN
DEFAULT**

In the event LESSEE shall fail to cure a default of this lease within time allowed above or in the case of any default for failure to pay rent or properly account and report fuels matters, LESSOR shall have the right of immediate re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of LESSEE. Should LESSOR elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings, LESSOR may terminate this lease.

**SECTION EIGHTEEN
DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE**

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On termination of this lease for any cause, except upon total condemnation, LESSOR shall become the owner of any building or improvements on the demised premises. All personal property located on the demised premises which is the property of the LESSEE shall remain the property of the LESSEE after termination of this lease, provided however that any such personal property not removed within thirty days of termination of this lease shall be considered abandoned by LESSEE, and may be removed and discarded or otherwise dealt with by the LESSOR.

SECTION NINETEEN
GENERAL PROVISIONS

(A) **Dispute Resolution.** To the extent allowed by law all damages, costs and expenses, including reasonable attorney's fees and expert's fees, incurred by the port commission in a dispute involving this lease will be borne by the lessee if determined to be at fault in such dispute.

(B) **Modification.** No modification, termination or attempted waiver of this lease, or any provision thereof, shall be valid unless in writing signed by LESSOR and LESSEE.

(C) **Waiver.** The waiver, either expressed or implied, or lack of LESSORS enforcement of any provision of this lease shall not operate or be construed as a waiver of any other or subsequent breach by LESSEE.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

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LONG BEACH PORT COMMISSION

CITY OF LONG BEACH

By: Phil Kies
Phil Kies, President

By: William Skellie, Jr.
William Skellie, Jr., Mayor

Date of Execution 9/30/14

Date of Execution 9/30/14

LESSEE:

Justin Roland
Justin Roland, Lessee

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, as his act and deed.

GIVEN under my hand and official seal of office on this the 30th day of Sept., 2014.

Stacey Dahl
Notary Public

My Commission Expires



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned Notary, William Skellie, Jr., who after being duly sworn by me did state that he executed the above and

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foregoing document in his capacity as Mayor of the City of Long Beach, having been first duly authorized to do so by the Board of Aldermen of the City of Long Beach.

GIVEN under my hand and official seal of office on this the 30th day of Sept, 2014.

Stacey Dahl
Notary Public



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned Notary, Phil Kies, President of the Long Beach Port Commission, who after being duly sworn by me did state that he executed the above and foregoing document in his capacity as President of the Long Beach Port Commission, having been first duly authorized to do so by the Board of Commissioners of the Long Beach Port Commission

GIVEN under my hand and official seal of office on this the 30th day of Sept., 2014.

Stacey Dahl
Notary Public

My Commission Expires:



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Commissioner Nicolais made motion seconded by Commissioner Ladner and unanimously carried to approve the aforesaid Lease Agreement.

Attorney Simpson was excused from the meeting and left.

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The Guice Agency submitted a Long Beach Harbor Marketing Plan Outline, as follows:



Long Beach Harbor

Marketing Plan Outline – Reduced for \$12,500 Budget

The attached budget estimate is designed for Long Beach Harbor to get the most ‘bang for the buck’ from available marketing funds. With the exception of Direct Mail, the expenditures are concentrated in our most likely geographic areas for new slip leases: Harrison, Jackson, and Hancock counties.

The Direct Mail list we are purchasing includes a total of nearly 5,000 vessel owners in Mississippi, Louisiana, and Alabama. We will target (by geography, type of vessel and vessel length) 3,000 owners who will receive two direct mail drops. Commercial vessels will be eliminated from the list.

The budget for online marketing and Search Engine Optimization is the remainder after the other tactics were estimated.

1. Online Banner and Search Engine Marketing

Online banners and search engine ads will target several segments of boaters including the following: People looking to buy a boat; People who own a boat and are looking for harbor information; and People searching for competing harbors. Banner ads will be served to desktop and mobile internet users within a predetermined geography along the Mississippi Gulf Coast and also according to certain online behaviors. Search engine ads will be served across Google, Yahoo, and Bing based on users searching for a set of keywords that match our advertising goals.

Online Banner and Search Engine Marketing Cost..... \$3,991.25

2. Harbor Sales Brochure

A sales brochure, including area information and pricing, to give to potential tenants and transient boaters is crucial to promoting the harbor. Quote includes 2,500 tri-fold brochures. Area photography will need to be provided for this layout.

Harbor Sales Brochure..... \$841.39

3. Direct Mail List and Postcard

A direct mail list will be purchased and used to send out a 6"x9" oversized postcard two times to a list of approximately 5,000 boaters that have registered a 28' – 40' boat in MS, LA, and AL. Messaging will introduce them to the new Long Beach Harbor brand and amenities, drive them to visit the website for more information, and schedule a site tour. Quote includes printing of 10,000 postcards, two direct mail drops to 3,000 addresses, and postage estimate for 6,000 pieces.

Direct Mail List, Postcard Printing and Postage Cost (Total for Two Drops)..... \$2,899.82

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4. Magazine Print Advertising

Half Page print ads will be placed in the Mississippi Gulf Coast *Coastal Angler Magazine* for a three month period. Ads will help establish the Long Beach Harbor brand and bring awareness to the new amenities the harbor now offers. Editorial articles and features will be requested as added value.

Magazine Print Advertising Cost..... \$1,344.00

5. Newspaper Classifieds Advertising

A four-line classified will run in the Boats Section of the Sun Herald Newspaper every day for six months. Ad will promote available slips and encourage target audience to call the harbor for more information.

Newspaper Classifieds Advertising Cost..... \$423.54

6. Production and Account Agency Hours

Ad production, media placement, and account management performed by the agency for the above mentioned jobs in order to carry out the marketing plan.

Production and Account Agency Hours Cost..... \$3,000.00

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Commissioner Nicolais made motion seconded by Commissioner Kies and unanimously carried to approve the aforesaid proposed budget, stipulating a requirement that the Port Commission give approval prior to each marketing plan.

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Upon further discussion, Commissioner Yott made motion seconded by Commissioner Ehlers and unanimously carried to remove Item #5 – Newspaper Classified Advertising from the aforesaid Marketing Plan Outline.

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Commissioner Hill made motion seconded by Commissioner Ladner and unanimously carried acknowledging the approval of the Board of Aldermen for the Proposed Change Order #3- Hurricane Isaac - Fuel Facility Repairs, as follows:



September 10, 2014

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

**RE: Proposed Change Order #3
Hurricane Isaac – Fuel Facility Repairs
Long Beach Smallcraft Harbor**

Ladies and Gentlemen:

We have attached a proposed change order for the referenced project. This change order was rendered necessary by the discovery of a damaged component of the fuel facility. The item in question is the TMS point-of-sale (POS) system for controlling the delivery and sale of fuel. The system is inoperable without a functional POS console. Since the console was completely functional at the time of Hurricane Isaac, we believe the console must have been damaged by long storage and lack of use and controlled environment. Therefore, we consider the costs associated with the replacement of the POS console to be eligible for FEMA reimbursement. This change order only includes an evaluation of the console by the Contractor. The actual replacement will be handled separately, working directly with the specialist contractor that works on these consoles.

This change order also includes the installation of a 50' hose reel for sale of diesel fuel. We do not consider this to be FEMA eligible and indicate on the 2nd page of the change order that this portion is "Non-FEMA participating". The hose reel will make the fuel system significantly easier for use, especially for larger boats.

We have also adjusted the contract time due to the delays encountered during permitting. We recommend approval so that this work may be completed.

Sincerely,

David Ball, P.E.

DB:1980
Enclosure

PORT COMMISSION MINUTES SEPTEMBER 29, 2014

Change Order

No. 3

Date of Issuance: 9/4/2014 Effective Date: 9/4/2014

Project: _____ Owner: City of Long Beach Owner's Contract No.: _____
 Contract: Hurricane Isaac Repairs - Harbor Fuel Facility Date of Contract: 9/27/2013
 Contractor: Cobb Environmental & Technical Services, Inc. Engineer's Project No.: 1980

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
1. Evaluation to determine cause of the malfunction of the TMS "point-of-sale" console.
2. Add pay item for the purchase and installation of a deck-mounted manual hose reel with 50' 1" hose for diesel fuel.

Attachments: (List documents supporting change):

1. Contractor's quotes.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$136,969.11

{Increase} in Contract Price from previous Change Orders No.

\$3,080.00

Contract Price prior to this Change Order:

\$140,049.11

{Increase} in Contract Price due to this Change Order:

\$3,255.00

Revised Contract Price incorporating this Change Order:

\$143,304.11

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days 90 Calendar days
 Substantial completion (days or date): 2/1/2014
 Ready for final payment (days or date): _____

Change in Contract Time from previous Change Orders No.

Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 2/1/2014
 Ready for final payment (days or date): _____

{Increase} in Contract Time due to this Change Order:

Substantial completion (days or date): 238
 Ready for final payment (days or date): _____

Contract Times incorporating this Change Order:

Substantial completion (days or date): 9/27/2014
 Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

Commissioner Ladner made motion seconded by Commissioner Deschenes and unanimously carried to approve payment of invoices, as follows:

- Docket #HBR090214, as submitted
- Docket #HBR091614, as submitted.

Commissioner Deschenes made motion seconded by Commissioner Ehlers and unanimously carried acknowledging receipt of the August, 2014, Port Revenue/Expense report.

**PORT COMMISSION MINUTES
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The commission recognized Mr. Bill Angley for the Harbormaster's report as follows:

Harbor Master Report

September 18, 2014

- Currently requesting quotes for a maintenance and hurricane contract for electrical pedestals
- WIFI Repeater:
- Need more Signage for boat trailer and vessel owner parking so we are ahead when restaurant opens
- No wake signs: All are gone but one due to either weather or rot will replace with aluminum
- Elevator now requires annual safety inspections according to new law. I am currently looking for contractor to do this
- Boat trailer lot stripes
- Curb stripes
- Need a contract for chevron towing to pick up and replace fuel building
- Need a contract for bait shop trailer in event of storm
- Water faucets (change with brass)when funds are available
- Recommend live aboard status for new slip renters Mr. and Mrs. Smith Pier 2 Slip 35 with a 55 for motor trawler
- 4 Live Aboard (Welch, Kilner, Smith, Haley)
- June 141 of 213
- July 147 of 213
- August 133 of 213

**

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There was no action required or taken regarding the aforesaid report.

There was no Port Attorney's report.

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

**PORT COMMISSION MINUTES
SEPTEMBER 29, 2014**

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

APPROVED:

PHIL KIES, PRESIDENT

DATE

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK