

Commissioners present agreed unanimously.

EXECUTIVE COMMITTEE REPORT:

MOTION: BATISTE

SECOND: LEGER

A motion was made by Senic Batiste and seconded by Dallas Leger to approve and accept the MAY 20, 2013 Executive Committee Meeting minutes as written. All Commissioners present agreed unanimously.

MOTION: BATISTE

SECOND: LEGER

A motion was made by Senic Batiste and seconded by Dallas Leger to accept the Port Budget for fiscal year ending June 30, 2014 to include a 10% pay increase for Executive Director Gary Soileau and Secretary Cindy Stelly. All Commissioners present agreed unanimously. (See attached copy of budget)

SPECIAL FULL BOARD MEETING REPORT:

MOTION: HAYNES

SECOND: CARTER

A motion was made by Vernon Haynes and seconded by Cheryl Carter to approve and accept the MAY 24, 2013 Special Full Board Meeting minutes as written. All Commissioners present agreed unanimously.

BOAT LAUNCH PROJECT:

MOTION: DIESI

SECOND: REED

A motion was made by Joey Diesi and seconded by Monita Reed that the meeting enter into Executive Session to discuss mediation on the Boat Launch Project. All Commissioners present agreed unanimously.

MOTION: LEGER

SECOND: REED

A motion was made by Dallas Leger and seconded by Monita Reed that the meeting come out of Executive Session and resume normal meeting procedures. All Commissioners present agreed unanimously.

MOTION: CARTER

SECOND: THIBODEAUX

A motion was made by Cheryl Carter and seconded by Mike Thibodeaux to accept the offers of settlement and compromise on the Boat Launch Project. All Commissioners present agreed unanimously. (See attached "Motion To Accept Settlement Offers")

MOTION: K. SOILEAU

SECOND: THIBODEAUX

A motion was made by Kirt Soileau and seconded by Mike Thibodeaux to amend the previous motion to accept the amended offers of settlement and compromise on the Boat Launch Project. All Commissioners present agreed unanimously. (See attached amended "Motion To Accept Settlement Offers")

The next meeting date was scheduled for July 01, 2013. There being no further business, Commissioner Dallas Leger motioned for the meeting to adjourn, seconded by Commissioner Monita Reed.


CINDY STELLY, SECRETARY

GREATER KROTZ SPRINGS PORT COMMISSION
BUDGET DATA
FOR THE YEAR ENDED JUNE 30, 2014

	BUDGET 6/30/2014	BUDGET 06/30/2013
<i>Operating Revenues:</i>		
Leases	301,639	297,094
Alon-Warehouse (\$49,900 annually)	49,900	
Alon (\$20,064 monthly)	240,768	
Cabot (\$8,370 annually)	8,370	
Vannoy Property - (Hunting Lease - \$2,601 annually)	<u>2,601</u>	
Tonnage & Docking Fees	16,630	17,060
Cabot (\$16,630 annually)	<u>16,630</u>	
Miscellaneous Income (Expense)	8,601	-0-
Interest Income		
\$3.391 million cash bal @ .66 % APR	22,381	22,379
	<u>349,251</u>	<u>336,533</u>
<i>Operating Expenses:</i>		
Salaries & Benefits		
Salaries	107,025	98,136
Gary (\$6,046 mo) \$72,547		
Auto Allowance (\$770 mo) 9,240		
Cindy (\$2103.00 mo) <u>\$25,238</u>		
Payroll Taxes	3,518	3,380
Director (81,787 * 1.45%) 1186		
Commissioners (24,300 * 7.65%) 1859		
Secretary (25,238 * 1.45%) 366		
SUTA (107,025 * .10%) <u>107</u>		
Health Insurance (\$1180 net monthly)	14,160	12,888
Retirement Benefits (\$2,792 monthly)	33,499	5,868
Commissioner Per Diem	24,300	24,300
12 Reg. Mtgs. X \$75 per (11 comm) 9,900		
Special 24 Mtgs. x \$75 per (8 comm) <u>14,400</u>		
Insurance		
Annual Estimate	15,103	17,189
Dues & Subscriptions		
Annual Estimate	2,000	3,300
Depreciation		
Annual Estimate	14,000	14,000
Office Expense		
Annual Estimate	4,000	4,000
Advertising & Promotion		
Annual Estimate	7,500	7,500
Telephone & Utilities		
Annual Estimate	6,000	6,000
Repairs & Maintenance		
Annual Estimate	17,000	18,000
Professional Fees		
Annual Estimate (Accounting, Legal & Engineering)	12,000	20,000
Travel, Meetings & Conventions		
Annual Estimate	12,000	12,000
<i>Total Operating Expenses:</i>	<u>272,105</u>	<u>246,561</u>
<i>Revenues In Excess of Expenses:</i>	77,146	89,972
Boat Launch Litigation – Legal Fees	12,000	25,000
Cash Addition - Depreciation	14,000	14,000
<i>Net Cash Flow</i>	<u>79,146</u>	<u>78,972</u>

MOTION TO ACCEPT SETTLEMENT OFFERS

In the litigation entitled:

THE GREATER KROTZ SPRINGS PORT COMMISSION	*	SUIT NO.:11-C-1027 SEC. "C"
	*	
	*	
VERSUS	*	27th JUDICIAL DISTRICT COURT
	*	
	*	PARISH OF ST. LANDRY
	*	
THE BELLTECH GROUP, INC. and AUCOIN & ASSOCIATES, INC.	*	STATE OF LOUISIANA

I move to accept the following offers of settlement and compromise:

1. Offer by Aucoin & Associates, Inc. and Fugro Consultants, Inc. per the attached letter from attorney, John Chappuis dated June 03, 2013 which offer will resolve dismiss any and all claims asserted or which could have been asserted by the Greater Krotz Sprorts Commission against Aucoin & Associates, Inc. and Fugro Consultants, Inc.; and
2. Offer by the BellTech Group, Inc. per the attached handwritten agreement with Fax cover sheet from the attorney for BellTech, Craig Kaster, dated May 31, 2013 which represents a partial settlement of claims between the Port and BellTech.

More formal settlement documents are to be prepared for both of the above.

The settlement funds to be paid by Aucoin and Fugro to the Port are to be paid in part to the State of Louisiana through the Department of Natural Resources in conformance with and to conclude all of the Port's obligations to DNR in connection with the Cooperative Endeavor Agreement dated

October 18, 2007 and all other obligations which are or may be owed by the Port to DNR in connection with the boat launch project.

Part of the settlement funds are to be paid by the Port to the Town of Krotz Springs to reimburse the Town for their contribution to the litigation effort, to reimburse the Town for amounts contributed by the Town for the design and construction of the boat launch project, to pay the Town an amount necessary to construct a new boat launch facility between the 190 bridges or other location to be determined by the Town, and to pay the Town an amount for making safe and maintenance of the boat launch subject of the aforesaid litigation.

The balance of the settlement funds, if any, shall be strictly dedicated and appropriated exclusively toward reimbursement of litigation costs and fees, and the design and construction of a new boat facility between the 190 bridges or other location to be determined by the Town of Krotz Springs, and in no event shall any funds received under this settlement be paid for satisfaction of any judgment obtained by any party in the aforesaid litigation.

I move that the Greater Krotz Springs Port Commission authorize the Director, Gary Soileau, to execute any and all documents necessary or appropriate to accept these settlement offers and conclude binding settlement agreements as stated herein.

MOTION TO ACCEPT SETTLEMENT OFFERS
(AMENDED)

In the litigation entitled:

THE GREATER KROTZ SPRINGS PORT COMMISSION	*	SUIT NO.:11-C-1027 SEC. "C"
	*	
	*	
VERSUS	*	27th JUDICIAL DISTRICT COURT
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	*	PARISH OF ST. LANDRY
	*	
THE BELLTECH GROUP, INC. and AUCOIN & ASSOCIATES, INC.	*	STATE OF LOUISIANA

I move to accept the following offers of settlement and compromise:

1. Offer by Aucoin & Associates, Inc. and Fugro Consultants, Inc. per the attached letter from attorney, John Chappuis dated June 03, 2013 which offer will resolve dismiss any and all claims asserted or which could have been asserted by the Greater Krotz Sports Commission against Aucoin & Associates, Inc. and Fugro Consultants, Inc.; and
2. Offer by the BellTech Group, Inc. per the attached handwritten agreement with Fax cover sheet from the attorney for BellTech, Craig Kaster, dated May 31, 2013 which represents a partial settlement of claims between the Port and BellTech.

More formal settlement documents are to be prepared for both of the above.

The settlement funds to be paid by Aucoin and Fugro to the Port are to be paid in part to the State of Louisiana through the Department of Natural Resources in conformance with and to conclude all of the Port's obligations to DNR in connection with the Cooperative Endeavor Agreement dated

October 18, 2007 and all other obligations which are or may be owed by the Port to DNR in connection with the boat launch project.

Part of the settlement funds, in such an amount to be determined by the Port, are to be paid by the Port to the Town of Krotz Springs to reimburse the Town for their contribution to the litigation effort, to reimburse the Town for amounts contributed by the Town for the design and construction of the boat launch project.

The balance of the settlement funds, if any, shall be strictly dedicated and appropriated exclusively toward reimbursement of litigation costs and fees, and the design and construction of a new boat facility between the 190 bridges or other location to be determined by the Town of Krotz Springs, and in no event shall any funds received under this settlement be paid for satisfaction of any judgment obtained by any party in the aforesaid litigation.

I move that the Greater Krotz Springs Port Commission authorize the Director, Gary Soileau, to execute any and all documents necessary or appropriate to accept these settlement offers and conclude binding settlement agreements as stated herein.