

OFFICIAL PROCEEDINGS OF THE GREATER LAFOURCHE PORT COMMISSION

OCTOBER 22, 1970

The Greater Lafourche Port Commission of the State of Louisiana met in regular session at its regular meeting place, the office of the Greater Lafourche Port Commission, Galliano, Louisiana, on Thursday, October 22, 1970, at 6:00 P.M. pursuant to the provisions of due notice given in writing to each and every member thereof and duly posted in the manner required by law.

There were present: A. O. Rappelet, Felton Galliano, Earl Angelle, Daize Cheramie, Jessie Guidry, Dudley Bernard and James Summersgill III.

There were absent: Dr. J. A. Gravois and Minor Cheramie.

The Greater Lafourche Port Commission was duly convened by Hon. A. O. Rappelet, President, who announced the purpose of the meeting in accordance with the aforesaid written notice thereof, and then stated that the Commission was ready for the transaction of business.

The Commission entered into a discussion of the barge rental situation with Independent Towing Co., Inc. On motion of Earl Angelle, seconded by Jessie Guidry the following resolution was introduced and adopted by the following vote:

<u>7</u>	Yeas
<u>0</u>	Nays
<u>2</u>	Absent

RESOLUTION

RESOLVED: That a dispute has arisen between the Greater Lafourche Port Commission and Independent Towing Company, Inc. concerning the rental of barge CEE BEE on which is presently situated the Old Leeville Bridge awaiting permanent installation at the Fourchon, and that said dispute concerns the daily rental amount for said barge and the length of time chartered, and said dispute has resulted in a lawsuit being filed (Independent Towing Company, Inc. Vs. No. 26,087 Greater Lafourche Port Commission, 17th Judicial District Court, Parish of Lafourche, State of Louisiana), and it is deemed to be in the best interest of the Port Commission to secure an amicable compromise of the matter, more specifically, said compromise to be on the following basis:

1. The rental of the Barge CEE BEE shall be at the rate of \$35.00 per day from the first day of rental until September 30, 1970. Both parties agree that the rental has been paid.
2. The rental of the Barge CEE BEE shall be at the rate of \$50.00 per day from the period October 1, 1970 to January 31, 1971.
3. The Barge shall be rented for the period October 1, 1970 to January 31, 1971, and rental shall be paid for this period at \$50.00 per day regardless of whether the Port District returns the barge or not, this being a guaranteed rental period.

4. The rental of the Barge CEE BEE shall be at the rate of \$55.00 per day beginning February 1, 1971, and continuing thereafter on a day to day basis so long as Port District desires to maintain the charter at its option.
5. Should Port District decide to terminate the charter of the Barge, the Port District must give a thirty (30) day notice of cancellation so that the Charter will continue in force and daily hire will be due to the end of the thirty day period after notice of termination.
6. Invoicing will be done on a monthly basis. The Charter will be paid within fifteen (15) days after invoice. Should any invoice not be paid within sixty (60) days, the Charter will automatically cease and the Bridge, if still on the Barge shall be removed at the cost of the Port District.

Now therefore, the President of the Greater Lafourche Port Commission is hereby authorized to enter into a contract with officials of Independent Towing Company, Inc. in keeping with the above compromise agreement.


The President then read a letter, attached hereto, regarding completion of bridge costs and proposed that it be ratified by the board and sent to the addressees.

It was moved by Dudley Bernard, seconded by Jessie Guidry and duly passed that the President, Vice President and Secretary be and they are hereby authorized to sign copies of the above described letter and that the letters be mailed to the addressees immediately.

It was moved by Daize Cheramie, seconded by Felton Galliano and duly passed that the President be and he is hereby authorized to purchase a new copying machine using the old copying machine as part payment, and that he secure the best machine for the best price, said price not to exceed \$1,000.00 and that the recording secretary be directed to assist the President in this matter.

The President indicated that any plans for Port Fourchon Dedication would be postponed.

Upon motion by Daize Cheramie, seconded by Jessie Guidry and duly passed the meeting adjourned.

  
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President

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Secretary

# Greater Lafourche Port Commission

P. O. Box 217

"Progress for Prosperity"

Galliano, Louisiana  
70354

October 22, 1970

Hon. Leon Gary, Director  
State of Louisiana  
Department of Highways  
State Capitol  
Baton Rouge, Louisiana

Hon. T. M. Barker, President  
Lafourche Parish Police Jury  
Thibodaux, Louisiana

Re: Removal, reconditioning and  
relocation of old Leeville Bridge

Gentlemen:

We hereby certify that all current debts have been fully paid in connection with the project providing for the removal, reconditioning and relocation of the old Leeville Bridge, including the purchase price, dredging of the location at Leeville, as approved by the Coast Guard, U. S. Corps of Engineers and the Louisiana Department of Highways. This is further to certify that the Port Commission has allocated the sum of \$5,000.00 for future rental charges of the barge on which the bridge is presently situated.

  
A. O. Rappelet, President

  
Felton Galliano, Vice President

  
Earl Angelle, Secretary

ATTEST:

  
Earl Angelle, Secretary