

The July meeting of the Commissioners of the WEST COAST INLAND NAVIGATION DISTRICT was held July 9, 1965 at the Manatee County Office Building.

Present were:

Ellsworth G. Simmons, Chairman, Hillsborough County
 Mrs. Dorothy R. Flowers, Secretary, Charlotte County
 Ralph S. Clark, Treasurer, Manatee County
 Robert M. Wright, Sarasota County
 Kenneth W. Daniels, Lee County

George Kumpe, Executive Director
 Dewey A. Dye, Jr., General Counsel
 J. Hardin Peterson, Sr., Special Counsel
 Joe K. Merrin, Engineer

Absent were:

A. L. Anderson, Vice Chairman, Pinellas County

ADMINISTRATION

The Chairman called the meeting to order at 11:00 a.m. Minutes of the June 7 meeting were approved. The Treasurer's Report was read and accepted. Vouchers #4162 through #4198 were approved for payment.

PROGRESS REPORT

The Director reported that the contract for Section 2 was 90% completed on June 30. In Section 3 the subcontractor continued culvert construction, with dredging not scheduled to start for several months.

The Director reported that the three bridges in the Venice area and the by-pass are progressing well. Mr. Simmons inquired about the progress on the bridge at Manasota Key. Mr. Wright answered that from all appearances the bridge was completed, but that the approaches must be paved. The Director was requested to contact the contractor and express hope that he would expedite the completion of the project.

The Director reported that the diking contractor in Section 2 had completed the diking in time for the requirements of the waterway

contractor. The waterway contractor had complained that the diking was inadequate. Arrangements were made with the diking contractor to repair any inadequate section of diking and then to have personnel available on call to repair the dike if necessary. Mr. Dye commented this action was necessary because at the time the dike was finished there was a period of heavy rains and high and choppy water in Lemon Bay and that these conditions eroded the dike. Mr. Dye called Mr. Tarpe and made arrangements to have two men standing by in case emergency repair work was necessary. This was to cost \$45 a day plus any material used. No invoice has been received, but Mr. Dye estimated that the District would be billed for possibly two or three days of such work. A motion was made and passed approving these arrangements.

The Director reported that when the waterway contractor started to use S/A S11A north of the Manasota Bridge, he elected to allow the waste water to flow out of the S/A at the northern end. Property owners at the north end objected to this procedure, claiming that they would obtain silt only. The waterway contractor agreed with the Corps of Engineers to provide an additional outlet in the dike and to move the discharge pipe to the north end of the S/A for an added cost of \$950. The Board authorized paying the extra cost to the Corps of Engineers under its "hold harmless" agreement in order to avoid threatened injunction and suit for damages.

The Director referred to a meeting with the Sarasota Board of County Commissioners on June 30, stated that the CE and the District were asked to furnish information within two weeks as to what action could be taken to satisfy the complaints of residents within S/A's regarding the placement of spoil. Mr. Simmons suggested that the CE furnish to the District the plan submitted by the contractor to alleviate the present situation. The Director stated that the CE

would do so informally purely as a matter of cooperation, since the contractual relationship does not include the District.

A lengthy discussion took place between the Board and area residents. Mr. W. R. Fowler asked if any date had been given as to when a solution would be accomplished. The Director answered that some matters must await completion of the dredging, and that this date is not yet known.

Dr. C. H. Piper complained that his property was completely blocked in by dikes 50' to 75' wide at the base and there was no current flowing into the diked area from Lemon Bay. He remarked that he had cut through a dike with a shovel, and there still was no wash taking place beyond where he cut through. He went on to say that he had no access to the Inland Waterway, and would not until the dikes were removed. The Director informed Mr. Piper that the contractor may in the future return and pump more material in that area, and that if the dikes were to be removed it would have to be at a later date.

Mr. Simmons remarked that he spoke for the Board when he said that if there were any mistakes or misunderstandings it was regrettable but that the harmful conditions complained of had not been intentionally planned that way. He said the Board is a public body handling public funds and is not unmindful of the public's complaints. There will be a period of working out problems, and that the Board will approach them in any legal manner that it can, he stated.

Mr. H. E. Jensen asked why the Manasota road fill proposal had not been submitted to the Board prior to February 23rd. He asked for confirmation of the fact that when Mr. Huston was on WCIND a letter was sent from WCIND to CE asking that the spoil be placed along the shore for public benefit. Mr. Jensen stated further that it was at that time that the requirement had been added to the speci-

fications. Mr. Wright answered that no one had requested that spoil be placed along the road because Sarasota County has not acquired the right-of-way upon which to fill. Mr. Simmons remarked that he had personally heard the road discussed many times, but the request has never been presented to the Board and that the Manasota road is not the responsibility of this Board. He asked Mr. Jensen, in the interest of accuracy, to request in writing any specific information he desired from WCIND files and it would be furnished.

Mr. Jensen referred to CE specification that "spoil shall be placed 2' below the top of the road. Spoil shall be placed continuously along the shoreline". Mr. Simmons commented that the contractor had sole responsibility for meeting contract provisions and that CE has sole responsibility for supervising contract performance. Mr. Fowler asked if WCIND had interest in contract violation. He stated that there is such a violation of "continuous along the shoreline". He added that this specification can have only one meaning. Mr. Dye disagreed, stating that he had heard six or eight different interpretations himself. Mr. Dye expressed an opinion that this specification means that at whatever point the contractor starts placing spoil in a spoil area he must place it continuously along the shoreline from that point on within that spoil area and not in separate piles in the spoil area.

Mr. Anderson from Manasota Key commented that the contractor claimed he had fulfilled the contract to the letter and would resist incurring costs in efforts to alleviate this situation. The Director advised the Board that under the terms of the contract the contractor is required to obey instructions of the contracting officer, as in the case of corrective action required in S/A S8.

At the June meeting Mr. Dye was directed to continue negotiations on the exchange of tracts between temporary and permanent spoil areas

as to property owned by Dr. Edward Vacher, et al, so that the resulting division of land would be of maximum utility. Included in the exchange was a requirement that the Navigation District be provided a 50' easement to a public road. Mr. Dye reported that the owners will grant the easement if the District will agree to exchange it for a different one if the development plans so require. This proposal was approved as requested. Mr. Simmons directed Mr. Dye to prepare a resolution reciting the facts surrounding the exchange of this property as brought before the Board and explaining the reasons leading to Board approval.

Upon motion duly made and unanimously carried the Progress Report was approved and accepted.

NEW BUSINESS

The Director announced that the City of Venice had requested the Trustees of the Internal Improvement Fund and the District petition for annexation to the City of Venice of certain submerged lands in Roberts Bay. Mr. Dye reported he saw no reason to object, because the tract to which the District has fee title will have little uplands left after the canal is dredged. He suggested that the District agree to this annexation if the Trustees also approve. A motion to this effect was made and passed.

The Director announced that the Mississippi Valley Association meeting is planned to be held in Washington, February 6 through 8, 1966. A National Waterways Conference meeting will be held in Louisville on November 18 and 19.

Mrs. Flowers reported that the Cape Haze Corporation was asking again for a release of right-of-way near the former Cape Haze Bridge. The Director stated he would obtain necessary information from the Corporation and discuss the matter with the CE.

Mr. Simmons proposed that Mr. Wright and the Director work together on familiarizing people on Manasota Key with what the District is trying to do to aid them. The motion was made and unanimously approved.

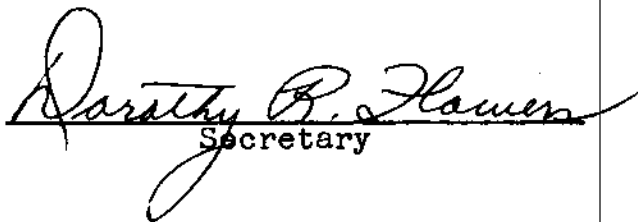
Mr. Peterson reported that the Appropriation Bill had been passed by the House of Representatives.

August 9 was set for next meeting date at 11:00 a.m. at the usual place.

The meeting adjourned at 12:45 p.m.



Chairman



Secretary

PROGRESS REPORT

8 June - 9 July 1965

CONSTRUCTION

Construction Progress - In Section 2 the contractor dredged ~~448,092~~ 448,092 cubic yards and advanced ~~12837~~ 12837 linear feet. At the end of the month the contract was 90% complete.

In Section 3 the contractor *continued culvert construction by sub contract.*

Construction Operations S/A S10B - The required quantity of spoil to be placed in this borrow pit was adjusted to conform to the amount of material actually borrowed.

S/A S11A - Owner at the northern tract threatened injunction if the sole waste weir was located on his property. Attempts were made to negotiate satisfactory adjustment. On July second agreement was concluded necessitating additional contribution of \$950 to eliminate claim.

S/A S12 & 12A - At request of contractor, and with consent of county, contract was amended to permit use of area between these S/A's as settling basin.

Public Hearing - On June 30 the Board of County Commissioners held public hearing on placement of spoil in S/A's S6 south through S10A. CE, contractor official and staff attended.

Diking Section 2 - Second contract of Lee Tharpe was completed June 25 without delaying waterway contractor. Arrangements were made for maintenance personnel to be available in case dikes required repair.

During week June 7 waterway contractor protested that Tharpe dikes were "inadequate". Navigation District denied responsibility unless specific deficiencies were identified. The arrangements for maintenance personnel described above satisfied waterway contractor.

Maintenance Dredging - Contract for maintenance dredging in Pinellas County and at Midnight Pass was awarded R. C. Huffman Construction Co. on June 18 in the amount of \$196,900. Spoil area at Midnight Pass is not required to be available until the middle of September.

UTILITIES

Venice Water Supply - Dr. Robert O. Vernon, State Geologist, was asked to study whether or not additional monitor wells should be installed on north side S/A S3-4.

ADMINISTRATION

Appropriations - Testimony by Governor and Cabinet before Appropriations Committee was received. Public Works Appropriations Bill included \$1,200,000 was passed by the House June 22.
/for waterway

National Rivers & Harbors Congress and Florida Waterways Association meetings in Washington June 8-11, were attended by representatives of the Navigation District.

Small Projects - Attorney for Charlotte County wrote to CE requesting study on improvements of Stump Pass as "small project".

Country Club Mobile Homes - Director obtained information for developers as to problems raised by construction of lateral channel in to waterway.

Mr. Anderson reported that the complaint of dumping in the waterway in Pinellas County had been settled satisfactorily.

Venice Yacht Club - Applied to the CE for assistance in elimination of oyster bar in front of club during construction of Section 3. State Board of Conservation indicated that there was no objection to the proposal.

Legislation - General Laws of Florida 65-502, recently enacted, requires WCIND to "act in conjunction with, but at all times under and subject to, the control and supervision of the State Board of Conservation". No change in operations is foreseen.

City of Venice - Requested WCIND to join with the Trustees and Eagle Point, Inc. in petitioning for annexation to city of certain area in Roberts Bay.