

The March meeting of the Commissioners, of the WEST COAST INLAND NAVIGATION DISTRICT, was held March 12, 1971, in the Commissioners Meeting Room, Manatee County Courthouse, Bradenton, Florida.

Present were: Ellsworth G. Simmons, Chairman, Hillsborough County  
 Kenneth W. Daniels, Vice Chairman, Lee County  
 Larry Rhodes, Secretary, Sarasota County  
 Dan P. McClure, Treasurer, Manatee County  
 H. William Thompson, Charlotte County  
 A. Oliver McEachern, Pinellas County

Charles E. Furbee, Executive Director  
 Dewey A. Dye, Jr., Counsel

#### ADMINISTRATION

The meeting convened at 10:30 a.m.

Minutes of the February 15, 1971 meeting were approved as presented.

The Treasurer's Report was read and approved. Vouchers, #6559 through #6594, were approved for payment.

Chairman Simmons welcomed as spectator in audience, Mr. Bob Bayles of Misener Marine Construction, Inc.

#### ACTIVITIES REPORT

##### Charlotte County

SCL Railroad Bridge Project - The Director reported on the site inspections made February 16 and 17 for the bridge project at Placida, Florida. Mr. Dye and the Director were present along with representatives of the SCL and J. E. Greiner Company, Inc. There were 35 - 40 contractors' representatives present for inspections.

On March 1, 1971, at 10 a.m. in the County Commissioners Meeting Room, Manatee County Courthouse, the sealed bids with total price quotations were opened. Present were:

Mr. J. D. Tapp, Jr., SCL Railroad Company  
 Mr. L. H. Stahl, P.E., J. E. Greiner Company, Inc.  
 Mr. D. A. Dye, Jr., Counsel, WCIND  
 Mr. C. E. Furbee, Director, WCIND

Bidders and respective bids were:

Misener Marine Construction, Inc.	- St. Petersburg,	\$ 882,821.86
Bay Dredging & Construction Co.	- Tampa	997,798.50
Hardaway Constructors	- Columbus, Ga.	1,014,228.90
Langford Industries, Inc.	- West Palm Beach	1,094,082.00
Industrial Contracting Co.	- Ft. Lauderdale	1,190,274.00
Scott Industries, Inc.	- Thomasville, Ga.	1,474,051.00

All bids met specifications. Misener Marine Construction, Inc., has been recommended by J. E. Greiner Company, Inc., in writing; as well as by the Seaboard Coast Line Railroad Company, in writing.

Commr. Thompson moved that WCIND accept the Misener Marine Construction, Inc., bid; motion was seconded by Commr. Daniels.

Commr. Rhodes called for discussion. "I would like to say that it is good to see that Misener Marine Construction, Inc., is the low bidder, judging from the D.O.T. report yesterday in commending the Misener Marine for their fine work on Courtney Campbell Causeway. But I would like to delve into the subject of this bridge. The only regret that I have is that the people who were on this board at the time of pursuing negotiations with the SCL Railroad Company did not remain on the board to see the fulfillment of this project. I really don't think it fair to the newer members of this board to get involved in this project at this late date. I, for one, am very much opposed to this organization expending this amount of money that it apparently looks like we are going to have to spend for the construction of the railroad bridge. Several aspects of the negotiations I have found distasteful and I would have much preferred having the other members, who served at the beginning of these negotiations, follow this through. In all good conscience, and the short period I have served on the board and worked with Commr. Daniels and other members who are so vitally interested in the project, I gained a good deal of respect for their integrity and doing a good job. But I just feel, in good conscience, I can not favor an expenditure of this size for the SCL Railroad bridge. I think there are many circumstances that have prevailed over the ensuing years that have caused the cost of this project to increase to its present figure which, unofficially, will be somewhere in the neighborhood of one million dollars. To be more specific, I find it distasteful that the SCL Railroad would own the bridge. WCIND would have to pay some \$93,000 in expenses to the SCL Railroad Company for the project that SCL would own."

Chairman: "Commr. Rhodes, I agree with much of what you said; however, this project must be carried through since over the years the WCIND had made this commitment for the waterway for the benefit of the entire route. It is distasteful to me, as a Hillsborough County member, that this county is one of the large contributors of these funds; however, this is a facility we have been committed to for construction of the waterway and the cost has risen." This is the first time that we have had quotations on the bridge project. We have what appears to be a reasonable price bid with the board wanting to be sure that this action is what is in the best interest of the public. This is an obligation of the District. I would probably have to agree with you that it is unfair for you present members to exercise decision for today's action."

Commr. Daniels: "I agree with Commr. Rhodes in part. One of the reasons for the long time was that SCL Railroad Company might pull out from their facility at Port Boca Grande. I would agree with Commr. Thompson's motion only if the Air & Water Pollution Control Authority will certify approval of the SCL Railroad Company pollution control proposal. I am highly in favor that the bridge should go back to SCL at completion of construction. This would discharge all WCIND responsibility. I learn now, that in addition to the contract cost, an additional \$93,000 must be expended by WCIND to assure the owner's responsibility and the WCIND responsibility."

Director: "I called Mr. Vincent Patton, Tallahassee, the Director of the Air & Water Pollution Control Authority, and spoke to Mr. DeCastro in the office. He advised that the stated deadline date was March 22, 1971 to receive plans and proposal for pollution control by the SCL Railroad Company contractor, Linder Industrial Machinery Company, Lakeland, Florida, at the port in Boca Grande. The State will advise WCIND."

Commr. Daniels: "I personally feel that SCL has an obligation to pay part of the cost. This is like the bridge on the Okeechobee Waterway near Fort Myers where damage is being done in thousands of dollars by the Belcher Oil Company traffic there. I question whether or not the SCL has amortized their own railroad bridge and now could contribute towards the replacement of the bridge."

Mr. Dye: "The bid is good for sixty days. SCL Railroad Company must act finally, after the WCIND. In regard to the motion before the board, the board must approve the bid and the SCL finally accept."

Chairman: "The board action must be in accordance with the SCL statement that the facility will be used and that all qualifications for State requirements must be met."

Commr. McClure: "We have been working on this project for many years. When the WCIND was ready, the dollar figure was \$500,000. I can personally blame no one except the SCL Railroad Company for the delay. Today, this board has an escalated price for a low bid of \$882,821. Although I have always been totally and completely for the project, I can not see this board having to put this additional amount of taxpayers' money for the SCL bridge because of the SCL Railroad Company delay. I would go along with Commr. Thompson's motion to a point: if we would go back to our estimate or go to a compromise between the figures. I can not see spending this amount, not only the district's but my own county's good money, because of the lack of decision-making by the SCL Railroad Company. We are improving and giving this facility to the SCL Railroad Company for its sole use and benefit, per the Corps of Engineers. This is unjustifiable to spend this money. I believe it behooves this board to reconsider the motion and renegotiate with the SCL Railroad Company to see if they are receptive that they contribute over and above the amount estimated when this board was ready to contribute to the project. There are too many good places for the counties' tax money to be spent. It behooves all of us to review the history of this project, and then decide."

Chairman: "To clarify, I think the time of the original estimate was around \$500,000. This board did not have the money then. The board made a commitment that it would do it. Some years later, the cost of the project had escalated to \$700,000 and at that point the board was in a position to authorize the Engineering Study for the SCL bridge project. Then, the SCL advised the board by letter, (6/3/68), that they were re-evaluating their facilities at Port Boca Grande; after completion of the new phosphate elevator at East

Tampa Bay, SCL might discontinue port service at Port Boca Grande. If they did not continue to use this facility, it then would not be necessary to spend WCIND money. The WCIND might save the entire cost. Then, unfortunately, the SCL Railroad made a decision to retain the facility at Port Boca Grande, (Letter, 7/24/69); in the meantime, WCIND has earned approximately \$200,000 interest on its funds. So, the gap is not as wide as it would appear to be. From the time of the original arrangement, at which time WCIND had no money due to three unanticipated situations in Sarasota County, WCIND used its funds. The original agreement was executed in 1960."

PRESS - Bob Bender, St. Petersburg Times: "I have my file record here of the letter, 6/3/68, from the SCL Railroad Company re its planned discontinuance of the facility then."

Commr. Daniels: "The board had made the commitment before I came to the WCIND board - which was soon after. The board budgeted \$500,000 for the engineering estimate in 1966. In 1968, Mr. Rice, SCL Chairman, spoke at Lee County Chamber of Commerce and stated that SCL had no intention of pulling out of Port Boca Grande."

Commr. McClure: "With this history, I think that the board should attempt going to SCL and negotiate this cost with SCL since the bridge is to be used solely for the profit-making business of SCL Railroad Company."

Commr. Thompson: "I think we should ask Mr. Dye whether we have a possibility for this suggested negotiation with SCL."

Mr. Dye: "On March 3, 1970, I submitted my summary to the board members of the SCL bridge project at Placida, reviewing the most essential elements:

June 3, 1968 - Advice was received from SCL Railroad Company that a study was being made of the Port Boca Grande facilities which might lead to its abandonment. The SCL Railroad Company did not request discontinuance of work on the bridge project but forwarded the information as "a matter of equity." The Corps of Engineers was notified of this possibility by WCIND and advice was requested.

June 10, 1968 - Corps of Engineers recommended that WCIND proceed with rebuilding the bridge. At the board meeting of June 17, 1968, the WCIND decided, rightfully I think, that construction of replacement at Placida should be deferred until an investigation is completed by SCL Railroad Company. A year later,

June 24, 1969 - SCL advised WCIND that the SCL Railroad Company had decided to go ahead and keep Port Boca Grande. It was during this period that the cost escalated. \$150,000 was earned in interest on funds committed for this project during this period."

"As far as negotiating with the SCL Railroad Company, this has been explored many times. A meeting in Jacksonville six months ago (Commr. Simmons, Mr. Dye, and the Director) confirmed that WCIND does have the responsibility per the Corps of Engineers decision back in 1960. WCIND has nothing to negotiate with."

Chairman: "This has been awkward for the past fifteen years to justify to Hillsborough County this spending of funds."

Commr. Daniels: "This is a commitment made by the board in years past."

Commr. Rhodes: "I have been on this board for over a year now. The first time I heard the commitment of funds for the project was \$700,000; this information on SCL port plans as received from the SCL Railroad Company did take a year - plus a threat to the SCL, in order to get a response to the WCIND board. During that year, the cost had to go up ten to fifteen percent."

Commr. Daniels: "The SCL still does not care whether or not it is built. The present bridge is meeting their needs."

Chairman: "As we approach this matter of this being an asset to the SCL Railroad Company, I vote to improve the waterway to its maximum for the benefit of the public. It gives some financial gain - like building highways - and this is an unfortunate way to do it for a public improvement. We have had other bridge problems in Sarasota County."

Commr. Thompson: "It would seem to me that we are sitting here in the rosy glow of 20-20 hindsight; we either have got to say the prior boards acted so stupidly that we will throw out their action or we have got to be a responsible body and go ahead and do what history tells us has to be done."

Commr. Rhodes: "I don't think that I want to state the other boards acted stupidly - but I can not go along with the project."

Commr. Daniels: "The new cost figure from previous \$700,000 to present \$883,000 is about right at present day rates received in the State Road Department bids."

Chairman: "Is there any further discussion? All in favor of the motion, say aye - (Aye received from McEachern, Daniels, Thompson, and Simmons.) No - (McClure and Rhodes). The motion made by Commr. Thompson and seconded by Commr. Daniels carried four to two."

The Chairman instructed Mr. Dye that before final signing of the contract any change, contingencies or anything other than what has been presented, the board must be advised.

Chairman: "Mr. Dye, where is the responsibility placed for clearing the channel?"

Mr. Dye: "WCIND is in the process of obtaining the permit from the State for clearing of the channel. WCIND must have the permit from the TIIIF as well as from the State Air & Water Pollution Control Authority and this will take at least three to four months for the State permit."

Chairman to Mr. Bob Bayles (Misener Marine Construction): "Do you have any information relative to the dredging plan there?"

Mr. Bayles: "The bulk of channel work will be done only

after the bridge is replaced. The contractor is well aware of the pollution aspects here."

Mr. Dye: "For the dredging of the channel, I think WCIND has an obligation to try to get this permit from the State. But, if this fails, the Corps of Engineers will be able to dredge the necessary amount of material in the channel without a permit - as a maintenance problem. WCIND did have a previous permit for dredging but it is now necessary to have the approval of the State Air & Water Pollution Control Authority."

PRESS - W. Powers, Sarasota Herald-Tribune: "Will the \$93,000 due the SCL Railroad Company be a part of the \$882,821 contract bid, or an additional amount?"

Director: "The \$93,000 will be an addition."

PRESS - W. Powers: "What happens if the State Air & Water Pollution Control Authority does not accept these plans as satisfactory for the SCL port?"

Chairman: "We have a letter from Mr. Rice (SCL Chairman) which stated that SCL will comply with the regulatory agencies, and that they had employed Linder Industrial Machinery Company, Lakeland, Florida, to present a proposal for pollution control at the port facility."

PRESS - W. Powers: "Is this in the contract that you are about to sign, Sir? Because, apparently, the SCL Railroad Company letters have various ways of saying same things different ways."

Chairman: "No, this is not in the contract."

PRESS - W. Powers: "With the WCIND having only Mr. Rice's letter, Mr. Rice could be out the next month..."

Chairman: "But, Mr. Rice is the chief executive officer of the SCL Railroad Company at this time."

PRESS - W. Powers: "But this makes no binding authority on his successor - just as you have no binding authority on your successive board."

Chairman: "We had a telephone call from the State on last Thursday, March 11, to the Director, advising WCIND that the State is going to contact the SCL again on March 15 by letter reminding them they must submit their plans by March 22 and a copy will be furnished WCIND. Also, the State will advise WCIND of when the plans are submitted to them."

PRESS - W. Powers: "Mr. Simmons, speaking as a taxpayer in Sarasota County, there is no assurance from these exchanges of letters that if you start this bridge under a million dollar expenditure that the SCL Railroad Company will meet those specifications. There should be some statement for the public needs to be protected

with a clause in the contract to provide that, in the event the SCL Railroad Company does not meet the State specifications on pollution control, the SCL Railroad Company will rebate the WCIND that amount of money which the WCIND is obligated to. You have no contractual agreement for this provision."

Chairman: "Neither do we have the regulatory authority to enforce it. The State does - WCIND is an arm of the State government and the State has the regulatory and policing power to see to it that regulations are complied with. WCIND has to depend on the State."

PRESS - Bob Bender, St. Petersburg Times: "Suppose the bridge is built and then the SCL states that they will not use the facility. Here, \$1,000,000 of taxpayers' money is spent and we have no assurance for the future."

Chairman: "We all feel that way too. That is the reason this board waited for the SCL to determine and then state their plans for going ahead. WCIND is not committed to the SCL Railroad Company. The WCIND is committed to the Corps of Engineers to do certain things. We must go along with the Corps of Engineers for the waterway."

Commr. McClure: "The Corps of Engineers goes along with the SCL Railroad Company as to their use. It behooves us to be absolutely certain that the SCL will use this facility by complying with the State requirements."

PRESS - W. Powers: "The approval by the State does not assure that the SCL Railroad Company will be going along with the facility (pollution equipment)."

Chairman: "The State approval will be for the board's and public's protection."

Commr. McClure: "The SCL must plan ahead for their providing a commitment for an X number of years. How far along are they now in complying with the State requirements? This board would be extremely embarrassed that, during construction of the project, the SCL will think to abandon this facility. We should get some commitment from the SCL Railroad Company."

Commr. Thompson: "If so, Mr. Dye, would the board have some protection?"

Mr. Dye: "No."

Chairman: "If the board agrees; before execution of the contract the WCIND will get a statement from the SCL Railroad Company that they intend to use the facility and that their plans for pollution control have been accepted by the State Air & Water Pollution Control Authority and the SCL Railroad Company concurs with the State regulations."

Commr. Daniels: "The fact that SCL Railroad Company is meeting the requirements, this should be assurance by the SCL as they will be spending their own funds there."

Commr. McClure: "There are two questions: 1) the date when meeting the requirements per the State Authority, 2) how quickly will they have to install these devices?"

Chairman: "Is it agreeable that the board receive these two qualifications?"

The board agreed. The Director was so instructed to obtain these qualifications before final approval of contract:

1. SCL will comply with all pollution control requirements imposed by the State of Florida Department of Air and Water Pollution Control in connection with operation of its Port Boca Grande facility.
2. SCL intends to continue to operate its Port Boca Grande phosphate loading facility for a sufficient period of time to justify expenditure of approximately one million dollars on the proposed bridge span.

#### Sarasota County

County Contract, S/A S3-4 - Commr. Daniels moved that the board approve the contract renewal which will include a stated minimum amount of materials to be hauled from S/A S3-4; motion carried.

Venice Boat & Motors, Inc. - The Director reported that the new contract was effective March 6, 1971, beginning the second year of the agreement. It has been determined that no delay for occupancy by tenant was caused by contractor occupying premises which could have delayed the tenant moving on premises at the beginning of the contract last year.

NEW COLLEGE Grant - The Director stated that Mr. Paul Carlson, Student Project Director for Spoil Island Succession Study, reported the award of grant for approximately ten thousand dollars for the study of spoil areas in the waterway. Access to WCIND records and maps will be required and he was assured of full cooperation.

#### GENERAL

Waterway Inspection Trip - The new dates are April 21-22 for the Corps of Engineers schedule to make the trip. The Director has had concurrence for these dates from all members but one; Commr. McClure then stated his concurrence. The Chairman instructed the Director to finalize these dates with the Corps of Engineers.

NEXT MEETING - The Director stated that the next meeting was agreed to be April 21-22 during the waterway inspection trip. The trip is planned to start at Fort Myers and end at Tarpon Springs.

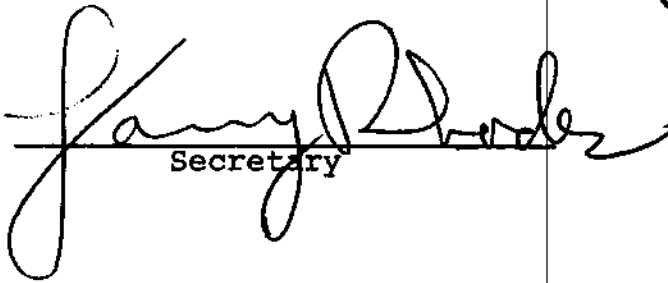


Announcement. - The Director reminded members of the National Rivers and Harbors Congress Convention in Washington, D.C., on March 16-19.

The Chairman welcomed Mrs. A. Oliver McEachern as guest and invited her to come back to future meetings.

The meeting was adjourned at 11:30 a.m.

  
Chairman

  
Secretary

## ACTIVITIES REPORT

February 15, 1971 - March 12, 1971

## I.

A. CHARLOTTE COUNTY

1. SCL Railroad Bridge - Status Report: The Director with the Attorney, Mr. Dewey A. Dye, Jr., visited the site of the bridge span on February 16, 1971. The Director was present at the site on February 17 on which date representatives from the SCL Railroad Company, J. E. Greiner & Company, Inc., and interested contractors were present for the purpose of site inspection.

On March 1, 1971, at 10:00 a.m. in the County Commissioners Hearing Room, Manatee County Court House, the sealed bids with total price quotations were opened. Present were:

Mr. J. D. Tapp, Jr., SCL Railroad Company  
 Mr. L. H. Stahl, J. E. Greiner & Company, Inc.  
 Mr. D. A. Dye, Jr., Attorney, W.C.I.N.D.  
 Mr. C. E. Furbee, Director, W.C.I.N.D.

Bidders were:

Misener Marine Construction, Inc. St. Petersburg, Florida.	\$ 882,821.86
Bay Dredging & Construction Company Tampa, Florida.	\$ 997,798.50
Hardaway Constructors, Inc. Columbus, Georgia.	\$1,014,228.90
Langford Industries, Inc. West Palm Beach, Florida.	\$1,094,082.00
Industrial Contracting Co. Ft. Lauderdale, Florida.	\$1,190,274.00
Scott Industries, Inc. Thomasville, Georgia.	\$1,474,051.00

B. SARASOTA COUNTY

1. Revision of Spoil Material Contract - Mr. Dye has contacted Mr. Richard Nelson, Attorney, Sarasota County, in regard to a renewal contract which will include a minimum amount of materials to be hauled from Spoil Area S3-4.

2. Venice Boat and Motors, Inc. - Research of records has revealed that no delay for occupancy by tenant was caused by contractor occupying premises which could have delayed the tenant moving on premises.

3. Mr. Paul Carlson, Student Project Director for Spoil Island Succession Study, NEW COLLEGE, advised the Director that

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NEW COLLEGE has been awarded a grant for approximately ten thousand dollars for the study of spoil areas in the waterway. Mr. Carlson and his colleagues will require access to WCIND records. Mr. Carlson was assured of full cooperation.

II. GENERAL

1. The Corps of Engineers, Jacksonville Office, has advised that they can not meet the requested dates of April 5 - 6 and, instead, have suggested April 21 - 22 for the WCIND waterway inspection trip. The board will be advised of the finalized arrangement as soon as possible.