

The regular monthly meeting of the BOARD OF COMMISSIONERS of the WEST COAST INLAND NAVIGATION DISTRICT was held May 8, 1964 at the Manatee County Office Building.

Present were:

Ellsworth G. Simmons, Chairman, Hillsborough County  
 H.H. Anger, Vice Chairman, Charlotte County  
 A.L. Anderson, Secretary, Pinellas County  
 Irwin Klemmer, Treasurer, Manatee County  
 Masel C. Huston, Sarasota County  
 Mack H. Jones, Lee County

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

ADMINISTRATION

The Chairman called the meeting to order at 11 A.M. Minutes of the 10 April 1964 meeting were approved as presented. The Treasurer's Report was read and accepted. Vouchers #3712 through #3734 covering current bills were approved for payment.

Commissioner Klemmer announced that he had been relieved of his duties on the Board and had been replaced by Commissioner Ralph Clark. He expressed his pleasure at working with the Board and introduced Mr. Clark. Chairman Simmons said it had been a pleasure to have Mr. Klemmer on the Board and that he had represented Manatee County well. Commissioner Anderson concurred. On motion by Mr. Anger, seconded by Mr. Anderson, resolution of appreciation for Mr. Klemmer's service on the Board will be prepared.  
 (Page 64 WCIND annex to Minutes)

Mr. Peterson administered the oath of office to Mr. Clark and declared him duly sworn and qualified.

This change in personnel left the post of treasurer open. Mr. Clark was elected unanimously to fill the post of treasurer.

Mr. Clark stated that he knew most of the Commissioners and would work with them any way he could.

PROGRESS REPORT

The Director reported that all waivers or releases had been obtained for S/A S35-1 except for the Bickel tract on which some silt must be deposited by the County. Commissioner Huston said it is hoped to get the work all done May 8. In Section 2 all easements for composite spoil areas except S/A S2 are in hand; due to the death of the owner this has not been completed, but the heirs are cooperating with the District.

Mr. Dye stated that acquisition of composite spoil areas had been a long procedure and possibly he would recommend different handling another time, but felt the staff of the Trustees of the Internal Improvement Fund had been of such help they should be recognized. Motion was made and carried that Mr. Dye prepare an expression of appreciation.

The Director stated that he had reported to the Corps of Engineers the Board's action at the April 10 meeting agreeing to provide a 90' clearance for the SAL bridge. The Corps requested a formal resolution to this effect which had been prepared. The  
(Page 65 WCIND annex to minutes)  
resolution / was adopted.

At the Blackburn Point bridge the State Road Department, at Navigation District expense, included in their contract the dredging of the waterway under the bridge; the bridge had not been reinforced when the contract dredge in Section 4 reached the bridge. The State Road Department has asked, "after the fact", for signed agreement that the District would pay for this dredging. The agreement is in the mail. Motion was made and carried

that Chairman Simmons be authorized to sign the agreement after review by the attorney.

The Navigation District agreed previously that dredging under the Manasota bridge would be at District expense. The State Road Department has asked for formal agreement, the cost estimated to be \$9,148.68. SRD also furnished abstract of bids for the bridge construction and asked concurrence of the District in accepting the low bid. The Board of Commissioners adopted the desired resolution/and concurred in the award of the contract to the low bidder.  
(Page 66 WCIND annex to minutes)

The Progress Report was accepted.

#### NEW BUSINESS

Since Manatee County requested that the millage rate for the coming year be set at the May meeting rather than in June, a table of required obligation was prepared by the staff for consideration by the Commissioners. Chairman Simmons said that in view of the cooperation of the Corps of Engineers, the State Road Department, the Bureau of the Budget and Congressional delegation he thought it was imperative to continue the current millage in order to meet the obligations and proceed on with the project. He stated that the past year had seen things completed and the use of the waterway was being realized to the extent one wondered how long it would be adequate. Resolution / was adopted setting the millage at .25 mills.  
(Page 67 WCIND annex to minutes)

The Director stated that check #3712 to the Venice Golf Association Inc., in the amount of \$5,000 had been misplaced. Authority was given to stop payment on the check and to cancel and rewrite the check if it cannot be located within a week.

Motion was made and carried that any member of the WCIND Board or staff, who is able to do so, be authorized to attend

the National Rivers & Harbors Congress in Washington in June, the Director to make arrangements. Chairman Simmons has been appointed by the Governor to attend, and the Director was authorized at the April meeting to represent the District.

Mr. Peterson reported that Senator Holland and Mr. Haley had advised that his presence was not necessary at the Senate Appropriation hearings April 27 and he prepared a statement in support of the \$700,000 and \$300,000 being requested. When the bill goes to Conference, however, his presence may be needed. Motion was made and carried that Mr. Peterson go to Washington if needed on the Appropriation hearings, with necessary expenses to be borne by the Navigation District.

Commissioner Anderson reported for the Committee which had reviewed terms of employment of the attorney and engineer. The Committee revised the statement presented by the engineer and recommended and moved that the statement (page 502-A), as revised in red, be approved and entered into by the Board and Mr. Merrin. The agreement will be subject to cancellation by either party at any time upon thirty days notice to the other party. The motion carried, to be effective May 8, 1964.

As to the attorney, the Committee considered the attached (pages 502-B,C,D,E,F) "Requested Revisions in Employment Agreement" and letter from Dye & Dye of April 8, 1964 recognizing Navigation District ownership of papers retained by its Counsel for completion of legal action. The Committee recommended approval of the "Revision" as amended in red. A motion to approve the recommendation of the Committee passed, to be effective May 8, 1964.

The meeting adjourned at 11:40 A.M.

*W. L. Anderson*

*[Signature]*  
Chairman

Agreement between West Coast Inland Navigation District and Joe E. Merrin, Engineer:

The Navigation District will reimburse Mr. Joe E. Merrin for:

- a. A fixed monthly fee plus personal expense.
- b. Expenses involved in office and related activities
- c. Expenses involved in providing and operating fully equipped field parties.

Item a (1) The monthly fee, listed as a salary, covers consultation services, routine administrative duties, attendance at meetings and conferences as directed. This item also includes without additional compensation, the furnishing of one completely equipped office with adequate space and facilities to carry on the Engineering work of the District.

(2) Personal expenses, to be reimbursed at actual cost, are those incurred for authorized travel, long distance telephone calls and incidental out-of-pocket expenses related to WCIND business.

(3) Payment for Item a: \$600 + expense.

~~Item b covers the operating expense of the engineer office provided under item a (1), to include personnel and other costs required for furnishing drafting, computations, writing descriptions, searching Public Records for information, interviews and securing signatures to documents including normal office supplies and equipment such as drafting paper, instruments, calculating machines, etc. and all applicable insurance and taxes required of employers.~~

(1) Personnel costs will be reimbursed at one and one-half time the actual payroll amount for the time each employee works on the District project.

(2) Prints are to be secured and furnished as required and are to be paid for at the recognized commercial rate.

(3) Other non personnel costs, such as travel expense, "out-of-pocket" expense for maps, photostats, certified copies of documents and other required expenses, will be reimbursed at actual cost.

(4) When authorized by the Board of Commissioners reimbursement under (2) & (3) of Item b may include charges for the staffing and operation of a field office.

Item c will be reimbursed as follows:

*Retains the actual payroll.*

~~(1) Personnel costs will be paid at a rate of \$40 per day for a 3 man party; \$60 for a 4 man party or one and one-half the actual payroll amount for the aggregate of the employees, whichever is greater.~~

(2) Non-personnel expenses such as for travel and, when required, the rental of boat and motor, will be reimbursed at actual costs.

**MEMO RE: COMPENSATION FOR ATTORNEY****A. PAST COMPENSATION**

1. Monthly retainer to Dewey A. Dye, Jr. of \$100.00.

This does not pay for any particular legal service but is merely a nominal retainer in the legal sense as distinguished from a retainer which pays for specific regular legal services and expenses.

2. In the past WCIND has paid the law firm of Dye and Dye for all services performed for WCIND and actual out of pocket expenses incurred in performing legal services. Fees are generally computed and charged on a time basis, i.e., an hourly rate of \$25.00 for all regular services performed in or out of the office, \$150.00 per day for out of town work requiring absence from office during all of working day. This fee includes all regular office overhead expense including stenographic expenses. Two attorneys from Dye and Dye are assigned to WCIND work, Dewey A. Dye, Jr., to general administration and right of way administration, and Gilbert A. Smith, to right of way procurement.

3. During periods of unusually heavy work load such as preparing and handling a large volume of conveyancing, or suit preparation, an additional office overhead charge is sometimes

made in the amount of \$100.00 per month to cover extra work load of office stenographic employees.

4. An engineer--right of way assistant is working out of the office during completion of Section 2 - Section 3 right of way and spoil area acquisition. He is paid \$115.00 per week plus out of pocket expense. His salary and expense is paid by Dye and Dye. In addition a charge of 50% of his salary is made to WCIND for his share of office overhead, e.g., office space and equipment, stenographic service, insurance, etc.

B. REQUESTED REVISIONS IN EMPLOYMENT AGREEMENT

1. Monthly retainer to Dewey A. Dye, Jr. in amount of ~~\$100.00~~<sup>250.00</sup> per month, this to cover attendance at official WCIND board meetings and to cover cost of furnishing fully equipped WCIND legal office. Present WCIND legal activities occupy all or part of four rooms in present Dye & Dye office suite. In addition about 25% of Dye & Dye filing facilities are devoted to keeping WCIND legal and land records. For efficiency in operation all of this activity should be moved into one WCIND legal office where all legal and land records and maps can be maintained and where the right of way assistant can work.

2. Legal services performed for WCIND by attorneys of the law firm of Dye & Dye assigned to WCIND work, presently

Dewey A. Dye, Jr. and Gilbert A. Smith, shall be paid at the rate of \$25.00 per hour for regular administrative and legal activities, including local travel to nearby communities, and a ~~minimum~~ <sup>MAXIMUM</sup> of \$150.00 per day for out of town work requiring absence from office during entire working day. ~~Should out of town work extend beyond six hours, entire hours of actual work would also be charged for at regular hourly rate.~~ Daily, weekly, and monthly time records are maintained by such law firm accurately recording such time and shall continue to be so maintained. These are not public records, but are available for inspection by WCIND officials and state auditors.

3. The above time charges include all regular office overhead, clerical, and stenographic expense.

4. Other than regular routine overhead and personnel expense shall be reimbursed at actual expense, including long distance telephone, telegraph, postage, and stenographic overtime pay when required.

5. Charges for abstract work, copies of legal documents, etc. not billed directly to the WCIND will be paid by Dye & Dye and reimbursed at cost.

6. Charges for filing, documentary stamps, recording, etc., will be paid by Dye & Dye and reimbursed at cost.

7. Travel expenses of firm personnel relating to WCIND



will be reimbursed according to WCIND travel regulations.

8. When the employment of a right of way assistant is authorized by WCIND, Dye & Dye shall be reimbursed for his actual salary plus <sup>25%</sup>~~5%~~ plus such assistant's actual out of pocket authorized expense. Dye & Dye will furnish him office space, telephone, stenographic service, and usual office services at no additional expense.

9. This agreement would be subject to cancellation by either party at any time upon thirty days notice to the other party.

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WEST COAST

INLAND NAVIGATION DISTRICT

A Special Tax District of the State of Florida

P. O. Box 786

BRADENTON, FLORIDA

Room 204,

Manatee County Courthouse

Telephone 746-5815

April 8, 1964

OFFICERS AND COMMISSIONERS

HILLSBOROUGH COUNTY  
LSWORTH G. SIMMONS  
Chairman  
P. O. Box 1110  
TAMPA 1, FLORIDA

CHARLOTTE COUNTY  
H. H. ANGER  
Vice Chairman  
P. O. Box 282  
ENGLEWOOD, FLORIDA

PINELLAS COUNTY  
A. L. ANDERSON  
Secretary  
2641 TIFTON STREET, SOUTH  
GULFPORT, FLORIDA

MANATEE COUNTY  
IRWIN KLEMMER  
Treasurer  
116 - 65TH ST. CT., N.W.  
BRADENTON, FLORIDA

LEE COUNTY  
MACK H. JONES  
1233 GRAMAC DRIVE  
FT. MYERS, FLORIDA

SARASOTA COUNTY  
MASEL C. HUSTON  
P. O. Box 271  
SARASOTA, FLORIDA

STAFF

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Executive Director  
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BRADENTON, FLORIDA

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LAKELAND, FLORIDA

JOE K. MERRIN  
Engineer  
P. O. Box 10119  
TAMPA 9, FLORIDA

West Coast Inland Navigation District  
P. O. Box 786  
Bradenton, Florida

Attention: Col. George Kumpe,  
Executive Director

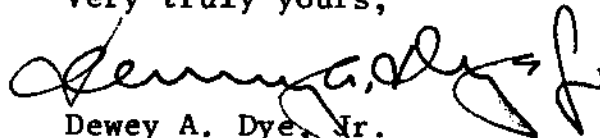
Re: WCIND Files

Dear Col, Kumpe:

This letter is in response to your recent inquiry concerning the ownership status of the West Coast Inland Navigation District files, maps, abstracts, etc. presently held in our office. This is to advise you and the Board of Commissioners that all of this material is the property of the Navigation District. It is all kept in my office as a matter of convenience in conducting the legal business of the District and also because of the lack of storage space elsewhere.

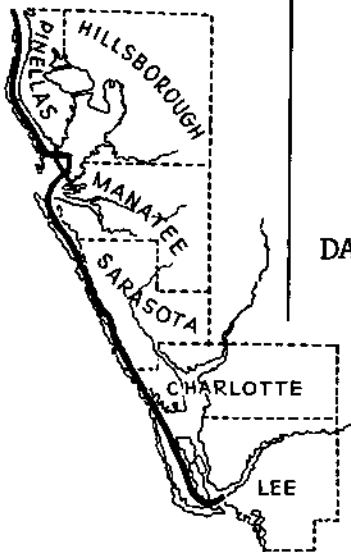
It will be possible at some later date when the time is available to review all of the many file drawers of WCIND material that we have and have the major portion of it either transferred to some storage area or microfilmed or both. This will be a very time consuming process and it would not be possible to undertake such a program as this at the present time.

Very truly yours,



Dewey A. Dye, Jr.  
General Counsel

DADjr/ml



PROGRESS REPORT

10 April 1964 - 8 May 1964

CONSTRUCTION

Section 2 - Staff met with Mr. Goodloe of Parkhill-Goodloe, Inc., to discuss construction problems, particularly spoil areas. The contractor probably will not start operations for at least a month. The staff stressed to Mr. Goodloe the need for retaining within spoil areas all material dredged.

Section 4 - The Corps of Engineers furnished before and after dredging cross sections at the east end of Tarpon Center for use in connection with alleged damages to upland property resulting from the dredging.

S/A S35-1 - All grading work except in the southern tract (Bickel) was completed.

Cats Point - Construction contract was awarded on April 16 to Atlantic Dredging & Construction Co. of St. Petersburg Beach. The District Engineer approved the use of an alternate spoil area at Florida Presbyterian College.

CONSTRUCTION PLANNING

Section 2 - The Corps of Engineers has referred to the contractor request that all spoil areas be filled from shore to Bay to eliminate the possibility of a strip of fill not connecting to Manasota Key.

Section 3 - Results of additional core borings were furnished by the Corps of Engineers.

Restrictive ordinances - The City of Venice informed the Navigation District that there were no ordinances which would restrict contractor operations except the normal requirements for permits. At the request of the Corps of Engineers the City was asked to furnish further information for such requirements.

LANDS

Lee County, Gasparilla Inn Golf Course - Information was given to the proponents of fill around the south edge of the golf course which might permit elimination of spoil island L30. Requirements for Department of the Army permits was furnished the proponents.

Charlotte County, Thornton Key - Request was made that the north end of this Key be conveyed to the contractor as a spoil area. The matter is under study but the contractor has indicated no interest in the area.

Sarasota County, Section 2, S/A S7 - Mr. Deveboise, owner of tract immediately south of this spoil area, had declined to be included in the limits of the area as originally planned. He has sold his property and the new owner desires to be included. Owner of the tract to the south (Harter), who had previously been eliminated from the area due to the Deveboise refusal, has been asked if he wished to be included.

S/A S8 - The Trustees have advertised the sale of the desired extension of the McCartney tract.

Section 3, S/A's S3-8 & 9 - Proposed public hearing on these spoil areas has been deferred from May 12 to June 2nd. The Corps of Engineers has estimated that 95,000 cubic yards of material might be placed in S/A S3-8.

BRIDGES

Manasota bridge - The State Road Department asked for concurrence in awarding the contract for the Manasota bridge to the low bidder, also asked for a formal agreement by the Navigation District to the payment of dredging costs under the bridge.

Venice bridges - The State Road Department indicates that the three bridges in the Venice area will be ready for advertising in August.

UTILITIES

Turin Street Crossing - The contractor to the City of Venice for the placement of waterline under the waterway has indicated claim for additional compensation. Contract drawings indicate ground surface of +10, the contractor claims it to be +14. The City of Venice was advised of this complaint and asked for verification of the physical data.

ADMINISTRATION

The City of Venice again billed the Navigation District for Venice Avenue special street assessment. The Navigation District again declined to pay.

Venice Golf Association Inc. - Check for \$5000 was delivered to the Association in settlement for movement of golf course from right-of-way.

Palm Island Estates - Letter was received from Secretary of State Adams to resident of Palm Island Estates indicating sympathy but no solution to effects of removal of Bland bridge.

Appropriation Hearings - Hearings of local interests were conducted during the week of April 27. \$700,000 for the continuation of Section 2 and \$300,000 for initiation of Section 3 were included for the West Coast Waterway.

The Director addressed the American Society of Civil Engineers at Florida Engineering Society meeting on May 2.