

The special board meeting of the Board of Commissioners, WEST COAST INLAND NAVIGATION DISTRICT, was held March 22, 1976, in Sarasota County Administration Building, Sarasota, Florida.

Present were: Dan P. McClure, Chairman, Manatee County
 Don Jones, Vice Chairman, Pinellas County
 Larry Rhodes, Treasurer, Sarasota County
 George A. Goldtrap, Jr., Secretary, Lee County
 Dorothy R. Flowers, Charlotte County

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

Absent was: Bob Lester, Hillsborough County

Guests: Attorney James A. Martin, Jr., Clearwater
 Mr. V. J. Kennedy - Pinellas County
 Mr. H. F. Roberts - Pinellas County

ADMINISTRATION

The meeting convened at 10:45 a.m., this being a special meeting called by the Chairman for the expressed purpose that the Board endeavor to resolve WCIND obligations to the Corps of Engineers for the St. Joseph Sound dredging project.

The Director reviewed the WCIND previous efforts in past years along with the Corps of Engineers re the Corps of Engineers requirements for a spoil disposal site in Pinellas County; also, the Court's requirement that an Environmental Impact Statement be provided by the Corps of Engineers for the spoil disposal site proposed. The current outgrowth of the controversy concerns the designated Crystal Beach area in north Pinellas County, being that WCIND has no area on which dredged spoil material can be placed. Negotiations with owners of Crystal Beach area property produced two possible plans: a cash plan to purchase the Pinellas County area requirements (Crystal Beach property) or, a land exchange involving the Pinellas County property and the Corps of Engineers declared excess property in Sarasota County.

Chairman: "Mr. Dye, would you care to supplement Colonel Furbee's remarks?"

Mr. Dye: "As far as history is concerned, the Court ruled, and the project is now enjoined until such time that the Corps of Engineers completes its Environmental Impact Statement which the Corps did not do before the suit because they felt they were justified doing what they call an environmental assessment and which the Court found under the law was not acceptable. The Court made clear in its order that it did not enjoin the project or the use of the Crystal Beach site; it was merely ordering the Corps to do the Environmental Impact Statement. The Corps has advised us that it is well along and near completion. I think the only major thing to be done is completion of the study on availability of Honeymoon Island."

Commr. Jones: "Mr. Chairman, I would like to bring up a couple of points: 1) I got a call from Atty. Tom Moore, Sunday afternoon; Colonel Furbee, was one of the properties looked at in the nine sites - was the property owned by Herb Brown? Do you recall that?"

Col. Furbee: "No sir, not as that owner."

Commr. Jones: "We looked at that, if I recall, and it has been evaluated. He called to tell me about it. I couldn't determine the purpose of his call and I said I was sorry, but I had no files or information at home with which I could reconcile that but I would pass it along this morning."

Col. Furbee: "Yes, this was evaluated and also by Pinellas County Engineering & Planning Departments"

Commr. Jones: "If I recall correctly, the statement has been made that in the planning for utilization of Crystal Beach, there were no plans to damage, destroy, or impair the wetlands by the use of fill material and that the fill material would be placed on upland."

Mr. Dye: "The original plan included the use of Lake Chatauqua as a holding pond. After the Crystal Beach group first protested the plan, the Corps re-designed the project and eliminated use of Lake Chatauqua and other wetlands."

Commr. Jones: "So, with present plans, if it were ever to be used by the Corps, these present plans would not call for destruction or utilization of any wetlands."

Mr. Dye: "That is correct."

Commr. Jones: "There is a wealth of misinformation being used right now in this particular area."

Chairman: "Any other comments?"

Mr. Dye: "I wish to bring the Board up to date since the last meeting. At the last meeting of the Board, the Board indicated that it should go forward with our own surveyor, reviewing the survey information which had been furnished by Island In The Sun, Ltd.'s surveyor which at that point showed 145.84 acres in total tract; with 70.25 acres of submerged land and 64.38 acres upland. WCIND had alerted the G.F. Young Inc. engineering firm in St. Petersburg and they were available to work; we worked with Mr. Kent in that office. They did have one meeting with Mr. Peterson and picked up his notes, etc., and they had a field party out there last Thursday. Mr. Kent called in a figure to me Friday afternoon which he said first, when you get into low-lying property, it becomes extremely difficult to be exactly precise and he would be willing to absolutely certify 58.41 acres as being no question about it being high and dry and useable under Pinellas County regulations and environmental criteria. Following that, I alerted the land owners to know what was going on in re-checking the acreage; I called the figure to Mr. Martin, their

attorney, Friday night and told him that with the figure of 58.41 acres I thought the Board would be willing to deal. While we do not question their ownership of other parts of the property, my recommendation to the Board at the other meeting was that we only pay for that which we are sure is useable even though there may be more land in the ownership. So we come back to this point, to the question of the acquisition of 58.41 acres. One other point that I would like to bring up is that the Board has already voted to buy the property; it seems to me the question has gotten into the realm of, to buy it on what basis, what price, and what terms. I would like to comment briefly on price and terms. We have had two appraisals made on this property; one by Island In The Sun, Ltd., by Mr. Erickson, Pinellas County, who I understand previously appraised it in connection with some offer to the County. Mr. Erickson, a MAI, appraised the upland at \$18,000/acre and with platted lots in the old subdivision would make it around \$2,000 a lot. The appraisal WCIND had made by Sam Caldwell, C.R.A., shows \$21,397/acre; he counted all land the same whether old platted lots or unplatted acres; he still applied the \$21,397 per acre. Previous to the last meeting, I wrote a memorandum to the Board in which I had recommended a figure of \$20,000 per acre as an acceptable compromise, at least acceptable to the landowners, as being somewhere in between the two appraisals. I now come to the Board with two other recommendations: First, I reviewed this in my own mind and then reviewed it with the landowners this morning who, I understand, are willing to consider it. I still feel that the WCIND should acquire this property; I had great reservations in the past because of the fact that the Environmental Impact Statement had not been completed. In reviewing the injunction again and talking with the C.E. people, it seems clear to me that the project will go forward at some time whenever the Environmental Impact Statement is completed. If the opposing group cares to take us into Court again, they are free to do that. We don't know whether they will or they won't. In any event I think that if the WCIND owns the property, our position in Court will be much more defensible. The reason I say that is this; some of the issues in the case are 1) what is going to happen to the property after it is used; 2) what assurance will the public have that there will be environmental protection to the land after it has been used for spoil; and another objection was that this is only a temporary solution to the maintenance problem of St. Joseph Sound. I think all three of those objections are met by the WCIND ownership of the property. If we owned it, versus private interests owning it, we have more control, more say-so for instance, on how the Corps goes about doing the dredging job. Obviously, the property will be available in the future for maintenance dredging jobs. This is not to say it will be a simple solution for future maintenance because I think in the use of the property we will have to come up with a plan to manage the property that will involve moving spoil material out of there - at least a lot of it out there. Past history of St. Joseph Sound is that it only needs dredging every 5 - 6 years and we would have that long in which to come up with some plan to move the spoil out of there. Another thing, after the maintenance dredging, WCIND will have management of the property. In other words, if they are concerned about the dikes breaking and some mud being spilled out into the bay after the dredging, the W.C.I.N.D. can be responsible

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after the Corps and the contractor left the job and the WCIND can see that accidents like that do not happen. There is also some potential, multiple public use for this property because the Corps did not intend to put any spoil on the northerly part of the property, up near the Crystal Beach subdivision. The spoil is only going to be placed on the southerly part of the property so that the northerly part is available after dredging for some other use."

Commr. Jones: "We have indicated a desire for perhaps a park; as a buffer there, for desirable utilization."

Mr. Dye: "In the final analysis and I discussed this with the Corps on Friday afternoon: I feel, and they feel, that it will make our position much more acceptable in Court, should the opposers decide to go back into Court. If we can say this property is in public ownership and we can assure the public and the Court that we will have the say-so as to what is going to happen to it in the future - which is one of the real bases of this lawsuit in the first place - I think that WCIND should acquire this property. I'm convinced in my own mind that there is no other property suitable for spoil area in St. Joseph Sound. I feel that the Honeymoon Island alternative is not going to come to pass; there are too many problems to cope with. I can appreciate the point of view of the State; they are leery of having the muddy material put up on the public recreation land that they are paying for, something like \$25,000 per acre. There are two proposals that I would like to present to this Board: 1) a cash purchase, \$20,000/acre figure which we had previously discussed, for 58.41 acres which our surveyor will certify amount to \$1,168,200 which I propose to be paid in three payments, 1/3 now; 1/3 one year from date; and 1/3 two years from date of closing, with no interest before maturity. If we run late on payments, we shall pay six percent rate of interest. The WCIND's Enabling Act authorizes us to do that. 2) The other proposal incorporates some features of the other agreement that the Board voted on; that would be an exchange of land in the Venice area. The WCIND owns three parcels of land; 38 acres east of Hwy 41 Bypass, from which spoil is being sold; 3-1/2 acres, a small parcel, isolated and difficult to get to, with no roadway but there is an easement; and 10.3 acres also difficult to get to, but this area lies on the IWW and is adjacent to the Venice Marine Center. This proposal again used the 58.41 acres. At this time it would be valued at \$21,397 per acre which is our appraiser's figure on it, giving a total of \$1,249,798 against which the Island In The Sun, Ltd. people would accept the 10-acre Venice parcel, again at our appraiser's figure of \$31,000/acre, for \$310,000. This leaves a cash difference of \$939,798 and here again I propose that it be paid 1/3 now; 1/3 one year from date; and 1/3 two years from date of closing, with no interest before maturity. We will have to wait on the conveyance of that property until the C.E. releases it. If something should happen and the C.E. refused to release it, which is unlikely but could happen, then WCIND would be faced with the proposal of what to do about the \$310,000.00. The owners will agree that the matter be submitted to arbitration for the ten acres to be released. For the two proposals, the cash plan and the other involving exchange of land, I favor the second plan because it leaves our cash position

better. We can handle the initial down payment, assuming the Corps goes ahead with construction some time in the foreseeable future and we would be called on again to pay them in the neighborhood of \$300,000 for contributions in aid of construction. I understand that the landowners would be willing to accept either of these proposals."

Chairman: "~~Chair~~ Commr. Rhodes, may we hear from you?"

Commr. Rhodes reviewed his time of service on the WCIND Board as the Sarasota County WCIND representative and also stated his feelings as to this controversial project in Pinellas County. He also referred to his initial service, serving together in St. Petersburg municipal government with Don Jones, the Pinellas County WCIND representative. Commr. Rhodes referred to Commr. Jones' statement at an earlier board meeting wherein Commr. Jones commented that WCIND would be taking a gamble in this land exchange for the Corps of Engineers acquisition. Commr. Rhodes stated that he did not believe that WCIND has to "take a gamble", nor that it is the function of a member of this Board. He stated that he did not believe the WCIND Board can take this proposed action. He referred to Colonel Wisdom, C.E. District Engineer, the Jacksonville District, who in discussion with Commr. Rhodes had then stated: "Larry, I concur with your feelings. Even if the Corps can use this area per the Courts, if the people in Pinellas County object, then the Corps of Engineers probably will not use this piece of land." Commr. Rhodes stated that with this statement from the man who represents the C.E., he did believe that the Board can not take this calculated risk and that the Board should look for some other property."

Chairman: "Commr. Jones, may we hear from you?"

Commr. Jones: "I want to clarify again that, as a member of this Board for only one year, my understanding of this Board is for maintenance of the IWW and that I represent all the people in Pinellas County. I am told by professional people there that the only viable alternative for dredging the St. Joseph Sound to keep it open is the acquisition of this land. I believe that there is a judgment factor in all Board decisions that we can make. I did ask for the second appraisal. I note the guarantees against use of wetlands on Crystal Beach. I do believe that this is the best and most practical utilization of this property in Pinellas County. I exercise my best judgment and I believe that this is in the best interests of WCIND. I am not frivolously gambling the taxpayers' money. I do not believe that WCIND should carry excess property in inventory which is not being used. I think this property should be sold."

Commr. Flowers asked Commr. Rhodes for his solution to the problem.

Commr. Rhodes stated that he did not object to the project of dredging St. Joseph Sound; that he did not know the solution to the problem.

Chairman: "I have just received a telephone call from Col. Wisdom, C.E. District Engineer, from Washington, D.C., to report that he had talked with Director Nay Landrum in Tallahassee re the use of Honeymoon Island and Director Landrum had called back to Colonel Wisdom that 1) the State does not have title to this property; the State is just in the second year of a five-year plan for this property of

Honeymoon Island; they are working from north to south and the spoil material proposed would only be used on the south end, if permission is given after the five-year period. 2) Colonel Wisdom believes, "after reviewing all the alternatives, this spoil placement in the Crystal Beach area appears to be the most logical site and would be justified much more than just emotional arguments."

Chairman: "It appears that WCIND has exhausted efforts for the site for placement of dredged spoil now and in the future; this is the only logical and available site."

Commr. Goldtrap: "Referring to the word 'gamble' - I agree that this is only a question of alternatives for the majority of the Board. I am going to support the second plan."

Commr. Jones: "I move that the Plan Two be the WCIND approved plan for the St. Joseph Sound project: the Island In The Sun Ltd. property in Pinellas County is to be tendered free and clear to WCIND at the negotiated price \$1,249,798, to be paid 1/3 now, 1/3 next year, and 1/3 two years from date of purchase for total cash \$939,798 plus the \$310,000 by conveyance of 10.3 acre parcel in Venice identified as Tract MSA S-29 on WCIND record maps and being on the IWW, north of Venice Marine Center."

The motion was seconded by Commr. Goldtrap; the resulting vote was four to one: Commrs. Goldtrap, Flowers, Jones and McClure - Aye; and Commr. Rhodes - Nay; and the motion carried.

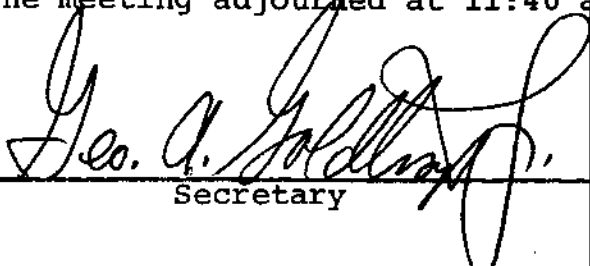
Mr. Dye reported that he will commence to revise the contract for the Plan Two, effective date, March 22, 1976, since the Pinellas County property owners should have the required funds. Commr. Jones moved that the first payment needed for today be processed today; the motion was seconded and carried. The Commissioners expressed concern for travel time back again to Sarasota and urged that the contract with required check be executed at this time. The Director noted that the WCIND Treasurer must sign the check as one of the signatories per the enabling act for W.C.I.N.D. Commr. Jones moved that the Treasurer sign the check being prepared today; motion was seconded and carried.


Commr. Rhodes stated that the WCIND Board should direct that a survey be made of the whole District for excess property and that the Director should submit a report at the next meeting; this then was put in a motion by Commr. Rhodes; motion was seconded and carried.

ANNOUNCEMENT:

The Director reported an announcement received today for the National Water Resources Congress meeting June 15-17, 1976, Washington, D.C. Commr. Flowers moved that members and staff be authorized to attend at WCIND expense; motion was seconded and carried.

The meeting adjourned at 11:40 a.m.


Secretary


Chairman