

The March meeting of the Commissioners of the WEST COAST INLAND NAVIGATION DISTRICT was held March 17, 1967, at the Manatee County Office Building

Present were:

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

- Harlan T. Johnson, Executive Director
- Dewey A. Dye, Jr., General Counsel
- Joe K. Merrin, Engineer

Absent were:

- A. L. Anderson, Vice Chairman, Pinellas County

ADMINISTRATION

The Chairman called the meeting to order at 10:30 a.m. The Chairman offered thanks for a job well done to all who had a part in the dedication ceremonies. Minutes of the February 10 meeting were approved as presented. The Treasurer's Report was read and approved. A motion was approved to transfer \$50,000.00 from Manatee National Bank Checking Account to time deposit in the First National Bank of Bradenton. Vouchers #4804 through #4842 were approved for payment. The Director noted that preparation of the annual budget would begin in April. It was requested that each Commissioner be prepared to discuss budget items for his county at the April meeting.

PROGRESS REPORT

The Director announced that beautification of canal banks and spoil areas by the Corps of Engineers is continuing and should be completed in a week. Pictures were presented to the Board revealing the caving of canal banks in the Venice reach. The CE is letting a contract for revetment of sections of the canal banks where caving is worse on March 23. They are requesting additional funds for a later contract.

The Director reported that a request from Sarasota County for 4,000 yds. of spoil material was granted on March 3, the day it was received, after approval by the WCIND Commissioners. The County has helped the CE and WCIND by removing spoil and grading the site. Morrison Trucking Co. has been directed to relocate from this area to the north section of S3-3.

At a meeting in Richmond, Virginia, between Mr. Gilbert Smith and the Director, and representatives of the SAL and J. E. Greiner Col, all differences were resolved except the type of control to be installed for operation of the bascule mechanism. The SAL desires a "saturated reactor system" costing \$7,500.00 more than the drum controller system recommended by the J. E. Greiner Co. The District did not agree to pay this added expense. The SAL has indicated a desire for fill in their right of way at Placida Sound. The Director noted that this area could possibly be used to meet

part of our spoil area requirements and might also be used in negotiations. The SAL had promised a letter accepting or revising the contract by March 13, but none had been received.

After the agreement of February 13, providing for pumping to the Morris upland property only, and for payment by the WCIND for preparation of the spoil area if the submerged land is not obtained, the Norfolk Dredging Company's dredge CHARLESTON commenced dredging in the Stickney Point area on March 11. This should be completed by March 21, the same day the hearing is to be held before the TIIF regarding the Morris Trading Co. request for submerged land. The Director plans to continue support of the Morris Trading Corp. request, unless otherwise directed.

The Director reported that the City of Venice has approved the final payment issued by WCIND on February 10 for the Turin Street waterline and has agreed to liquidation of the Venice Water Supply Escrow Account. The City has requested the CE to withhold final payment to the contractor until a decision has been announced on responsibility for the damage to the waterline. Mr. Dye will submit a legal brief to CE supporting the City that a final contract payment be withheld.

The Director expressed gratitude to news media present for coverage received at the completion ceremonies. The attorney was

instructed to prepare resolutions of appreciation to the Chambers of Commerce and Board of Conservation for their assistance in making the dedication a success.

The Director announced that several claims have been acted upon during the past month. A claim by Mr. T. S. Dixon regarding the filling of his boat basin was rejected since Mr. Dixon conveyed his property for use as a spoil area without excluding the boat basin. The Director was instructed to investigate the matter more fully and report. Mr. J. W. Landis' claim for damages due to shoaling was rejected by the CE. The Director is to investigate further. A claim by the Wilson Enterprises has been settled on the same basis as other Manasota Key residents at a rate of \$5.835 per running foot, making a total claim of \$3,422.23, for which payment was authorized. The Hosea claim for damages to her property by spoiling operations was approved for settlement for \$1,135.00. A claim submitted by Mr. J. R. Smith, a resident on the mainland opposite North Manasota Key, for salt intrusion in his well, has been checked by Mr. Horace Sutcliffe, USGS, who states that he could find no connection between the salinity in the well and the waterway. Mr. W. Archibald Welden alleges loss of 30' of property due to an error in a WCIND survey. Investigation of Mr. Welden's claim reveals that the survey referred to was not conducted by WCIND, and the District disclaims any responsibility.

Letter from the Men's Garden Club of Sarasota commending WCIND for its support of legislation to control drilling for oil along the coast was read.

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

NEW BUSINESS

MM. Dye furnished the Board with copies of a draft of legislative amendment for the law under which the District operates. It is proposed that it be presented as a local bill through county delegations. After discussion it was agreed that Section 3 be amended to include "contiguous to the waterway" or words to that effect, and that Section 6 be deleted. Each Commissioner will study the proposal and present his views to Mr. Dye by the end of March. A motion was approved authorizing the attorney to proceed with advertising of the bill and if not called by any Commissioners, to present the bill as approved today.

An act which would enable the District to cooperate with other counties or Navigation Districts in extending of the waterway was discussed. These other counties would form a separate tax district to assume their local costs, WCIND's participation being limited to furnishing administration and leadership. The proposal was approved as presented.

(ANNEX 100)
A resolution was adopted requesting matching funds from the

Board of Conservation for MSA C-28, an island in Charlotte County.

ANNEX 99

A resolution was approved in support of the Southwest Florida Intracoastal Waterways Association request to continue the waterway south to Naples and Marco.

Approval was granted for MPL-11 acquisition on the F. M. Horton property on Manasota Key for \$5,300.00, the appraised value. This easement is one of the requirements as set forth by the CE.

The Board approved the legal advertisement of District owned property (S/A S3-10A) with bids to be opened at the April meeting if possible. A deposit of \$200.00 should be secured from the party interested in having the property sold, to be refunded or credited if sold. A \$500.00 bid deposit would also be required.

The Director was authorized to attend the Okeechobee Waterway Association Meeting on March 24, with all necessary expenses paid by the District.

The Director was authorized all necessary expenses on a visit to FIND office on District business.

Members and staff authorized all necessary expenses for travel within the State pertaining to proposed legislative amendments.


Members and staff were authorized all necessary expenses for attending the National Rivers & Harbors Congress in Washington, D.C. May 30 to June 2.

The next meeting date was set for Friday, April 14, in the new addition to the Manatee County Court House at 10:30 a.m.

Mrs. Flowers announced that the Coast Guard Auxiliary had informed her of commercial advertising on the waterway right of way in Lemon Bay. Mr. Dye was authorized to write the company and inform them that advertising on right of way had not been approved by WCIND. He is also directed to contact the TIIF and the CE for their policy in such matters.

The meeting adjourned at 12:15 p.m.


Vice Chairman


Secretary

PROGRESS REPORT

3 February 1967 - 6 March 1967

CONSTRUCTION

Grading and grassing of the canal banks in the vicinity of Cuts S-10 and S-11 is complete. Grading is also complete in S/A's S3-5 and 5A. Seeding and fertilization is complete in S/A's S3-3, 3B, 5, 5A, and 6. Work completed on Culverts 8, 9, 10, 11, and 12. Work started on Culvert S-13. Contract with Norfolk Dredging Co. expired on March 5 except for extension covering Culvert S-13. CE continuing beautification work with own personnel and small contracts.

Bank Caving & Washing - Bank caving in Venice area is getting progressively worse. The CE anticipates letting a contract to correct the situation about March 16. Mr. Dye questions whether action proposed is adequate.

Material for Sarasota County - On March 3, 1967, Commissioner Robert M. Wright requested approximately 4,000 yds. of material from S/A S3-3 for use by Sarasota County in road construction on Manasota Key. The WCIND Commissioners approved by telephone vote and permission was granted orally and by letter the same day. Removal will start March 8 and complete by March 24.

BRIDGES

SAL Bridge - At a conference between representatives of WCIND, J. E. Greiner Co. and SAL Railroad in Richmond, Virginia on March 6, all issues between the parties were resolved except the type of control system to be installed for the bascule operating mechanism. Basically, the SAL desires the most advanced type, "saturated reactor system"; the J. E. Greiner Co. considers the more common "drum controller" type satisfactory. The WCIND position is that the additional cost of approximately \$7,500.00 should be assumed by SAL if they desire the more expensive equipment. The SAL will reconsider the matter and advise the WCIND concerning their desires within the next week.

During the conference information was obtained that the SAL desires to fill a large part of their right of way across Gasparilla Sound. The practicability of using the railroad right of way as a spoil area is being studied.

Terminology to be used in the contract between WCIND and SAL was agreed upon. The SAL will forward a revised contract to the WCIND.

Stickney Point Bridge - Agreement was reached with Mr. Morris concerning use of his property as a spoil area (WCIND letter of February 13, 1967). WCIND agreed to pay costs of clearing, diking the north and west sides of the area, and demolition of structures within the spoil area, up to \$10,000.00 in event purchase of submerged land was not completed. Sarasota County agreed to remove excess spoil. Contract was awarded Norfolk Dredging Co. for necessary dredging on March 2, 1967, by Corps of Engineers.

LANDS

Negotiations are continuing on acquisition of four MSA's on the Lemon Bay reach of the waterway - three in Charlotte County, one in Sarasota County.

Caspersen appeal from condemnation award for Section 2 and 3 right of way was heard on oral argument before District Court of Appeals. No decision has been announced.

UTILITIES

Turin Street Watermain - Letter written to Planning Director, City of Venice, on February 28 concerning final payment of \$13,741.53 for waterline by WCIND and closing of Venice Water Supply Escrow Account. The Planning Director will take this matter before the City Council on March 14 for concurrence.

The attorney has reviewed all bills submitted by the City of Venice and reported that all charges incurred by the City were properly attributable to the damage to the watermain. The charges were broken down into three categories; cost of emergency repair and salvage attempts, investigative costs relating to cause of damage, and cost of installation of new line including consulting engineer's fee. A recapitulation of all expenses incurred by the City of Venice resulting from the Turin Street line loss:

Powell Brothers, Subaqueous marine	
marine contractors	\$16,237.45
Brown, survey work	1,999.25
City of Venice expense	1,026.45
Miscl. investigative expense and	
technical reports	1,595.55
(continued on page 3)	

Misener Marine, new line installation	45,701.86
Gee & Jensen, consultants	<u>6,225.41</u>
TOTAL:	\$72,785.97

These expenses were all incurred by the City of Venice. Total advances of WCIND funds to the City were \$55,535.19, the balance paid from City funds. Steps are being taken to recover damages from the contractor. An administrative hearing before CE representatives was held in Venice on February 14, relative to the City's request that the Corps withhold the final contract payment pending settlement of the City's claim. No decision has been announced.

ADMINISTRATION

Completion Ceremonies - The completion of the waterway was celebrated by a Reception-Dinner at the Sarasota Motor Hotel on February 24 and by a Dedication Ceremony in Venice on February 25. The Reception-Dinner, attended by 192 guests, was sponsored by the Chambers of Commerce of Sarasota and Manatee Counties. The Dedication Ceremony was attended by approximately 1,500 guests, apparently greatly reduced in number due to the inclement weather. The subsequent fish fry, sponsored by the Venice Area Chamber of Commerce, was attended by about 3,000 people, also reduced in number by weather.

990 invitations to the Dedication Ceremony were issued: 59 Platform Guests, 167 Dinner Guests, and 764 for Reserved Seating.

Final financial report is to be submitted March 17 by VACC and SCCC.

Sale of Water Pump - Two bids were received for the used water pump. Pump was sold to highest bidder, Mr. Chester Wofford, for \$20.91.

Channel to Tarpon Springs - On February 14, Commissioner A. L. Anderson and the Director appeared at a hearing in Tarpon Springs in support of a channel 12' deep from the Gulf to Tarpon Springs.

Claims - S/A C-18A - Claim of Mr. T. S. Dixon for damages due to filling of his boat basin in S/A C-18A was rejected since he had conveyed the area to WCIND for use as a spoil area without exclusion of the boat basin. WCIND had reconveyed the area to the United States for use as a spoil area. The contractor was within the rights granted by the owner when he filled the spoil area, including the boat basin. Mr. Dixon's claim for trees killed outside

the spoil area is being settled by the contractor's insurance carrier.

S/A C-31A - Claim of Mr. Landis for damages due to shoaling of a canal in the vicinity of S/A C-31A was rejected by the CE because misplaced material known to be in the canal had been recovered by use of an 8" dredge and section of canal affected returned to original depth during August, 1965. According to the CE, both the contractor and Mr. Landis used the canal until the end of the contract period on August 26, 1965. Although the CE regrets shoaling subsequent to completion of contract they disclaim responsibility therefor. Mr. Landis has been so advised.

S/A S-6, Claim of Helen Hosea - This inactive claim for damages to her property from Section 2 spoiling operations along Manasota Key was reopened. Mrs. Hosea has agreed to settle in full for \$1,135.00 which is recommended by the attorney.

S/A S-10A, Claim of Wilson Enterprises, Inc. - This claim for dike removal along Manasota Key was reopened by their attorney. Tentative agreement reached upon basis of other Manasota Key dike claims - \$5.835 per running foot.

Claim of Mr. J. R. Smith (Sarasota County) - Due to absence of Mr. Sutcliffe from Sarasota no action was taken on the claim of Mr. Smith for damages due to salting of well. Information has been requested from Mr. Sutcliffe upon which appropriate action can be based.

S/A S-11A, Claim of Mr. Arch Welden - Mr. Welden called stating that he had lost 30' of property due to a survey error and that WCIND was at fault. He claimed that a survey made by Mr. Merrin was in error. He was advised that survey to which he referred was made by Mr. J. D. Greene on December 8, 1960, and that the WCIND disclaimed any responsibility therefor.