

CITY OF VENICE

Mayor

Interoffice Memorandum

TO: Lori Stelzer, City Clerk
Ed Lavallee, City Manager
David Persson, City Attorney
City Council

FROM: John Holic

SUBJECT: Information as we develop parks responsibility

DATE: March 5, 2018

A lot of information will be coming before us as we try to make sense of what is happening with the Parks Interlocal Agreement. I thought it would be good to have a review of some of the past documents as we proceed forward and that we try to make our decisions with as much factual information as possible.

First, on page 1 of the March 16, 2016 from Carolyn Brown (labeled attachment #1), it is important to note that the first agreement for these parks dates back to 1969. That means that every few years we have gone back to the table to re-negotiate an agreement and who knows how many times the residents and park users have gone through the needless tension created by expiring or terminated agreements. We need to make sure whatever we end up doing this time lasts a very long time so that no one has to be subject to the stresses and uncertainties that we went through these past few months.

I will have more to say on the 1969 period a little later.

Second, page 3 of that memo shows some interesting figures and just as in most instances, you can get figures to say what you wish.

Points A and B give us a good starting point - the taxable value of Venice property and the Ad Valorem taxes paid to the county both equal 7%.

Point C is where we have to start being a little more picky to get true values of the City of Venice. Point C states that PRNR budget is 6.5% of the total budget so that \$549,491 of city revenue goes to PRNR expenses; that point may be accurate but it is not a conclusion.

Point D then carries that forward to show that the net cost to the county is \$1,358,287. What is not shown is that the city Ad Valorem is almost 25% of the total county expenditure. If we carry out the charts, the City of Venice is only 15% of the land area served by Wellfield and Chuck Reiter for Little League (see map 1). If that is the case, only 15% of the expenditure by the county (please remember the \$2,225,559 is for all 12 parks, but let's apply it to just those two) comes out to Venice's share being \$333,834. Venice is actually overpaying by \$216,107.

If we want to look at users of the parks as the determining factor, we were told by the President of the Little League that 23 out of 295 little league players were residents of the City of Venice that's only 7.8%. I'm sure the figures would be similar for the other sports, but to allow for fluctuation, let's use 10% of the participants of those 2 parks are residents. That would mean that Venice per user share of the expenses comes out to \$222,556 and that Venice is overpaying by \$326,935.

I think you would find the percentages approximate the same on the beaches, the marine park, the tennis courts, and the community center. Probably the only 4 that would not go that high would be Higel Park, Chauncy Howard Park, Maxine Barritt Park and Legacy Park. If you wish to validate these figures, you may do so, but I think you will find them pretty accurate.

I am not throwing those figures out to confuse anyone or say we shouldn't take some action; I am merely saying that you can make figures say a lot of different things. To get a better analysis, we would have to see what the county uses as revenue received for the Twin Lakes Sports Complex (Map 2) and the Englewood Sports Complex (Map 3) along with what other park services are maintained in those areas and how much of that area is used in the calculation. If we were only concerned about the land area of Venice as the revenue source for the parks, the parks would be considerably smaller, perhaps 1 small Little League field, 1 large Little League field, 1 soccer field, 1 Miss Venice fast pitch field and 1 football field.

Third, let's look at what the City of Venice (COV) has spent on parks over the past several years (FY 12 through this year's tentative budget) as this is the same period as the current interlocal agreement. It is important to look at these figures as it has been stated at public meetings that COV is not living up to its obligation and is not spending money on the parks. The memo labeled attachment #2 from Linda Senne shows that we have spent or budgeted \$12,464,839 during this 7 year period on capital items, or \$1,778,691 per year and that does not include the indirect cost of Fleet, personnel or administration that

you will find on an email from Carolyn Brown dated February 6, 2018 (labeled attachment #3). As we move forward and talk about parks that we will be taking back, attachment #3 can serve as a guide for a guesstimate on what expenses we may encounter with those parks.

Fourth, attachment #4 from Alan Bullock shows an expense we make in the COV that isn't required, but helps out the leagues. This is property insurance on structures in Wellfield Park and has an annual premium of about \$20,000. It is because of this insurance that any damage not covered by the insurance the league has on Letson Stadium, the league will suffer little to no loss from the damage to the roof during the storm. Remember, the county has all the agreements and some of those agreements even cause the buildings to revert to the county in the event of league termination. The county, however, does not provide any insurance.

Finally, attachment #5 is a memo from Carolyn Brown dated February 28, 2018 and has some very important dates and figures to consider.

A. The first agreement was dated January 23, 1969 and was called a Recreation Agreement. In this agreement the county contributed \$2500.00 to help promote public recreational facilities for both city and county residents. The city did most of the work on infrastructure and from what I was able to find out from some longtime residents, a lot of the work was done by volunteers, just as much of the city work today is done by volunteers. Up until this point, Wellfield was a city dump so the transformation was quite extensive. The final sentence in paragraph one states "The County agreed to maintain the completed athletic field at the County's expense."

B. As the park progressed, June/July of 1978, the agreement became an interlocal agreement for Parks Services with each entity mutually interested in providing recreational programs for the use and benefit of the people of Sarasota County including the COV. At this time, the county also agreed to hire a qualified Recreational Supervisor to operate programs and activities. The parks included at this time were Chuck Reiter, Hecksher and the Venice Recreation Center.

In November of 1978, the agreement was expanded to include Wellfield, Pinebrook and Venice Community Center. In July 1980, a new interlocal agreement was executed to include Venice Municipal Beach. The term of this agreement was September 30, 1981 with automatic renewals.

C. In May, 1988 the agreement expanded to include the scheduling of activities at the gazebo at Centennial Park.

D. In November, 1989 a Stipulated Agreement to settle a Dual

Taxation dispute between COV and the county was entered into. This was 20 year interlocal agreement where the county shall operate and maintain the Venice Community Center, Venice Beach, Wellfield, Brohard Park, Venice Library, the boat launch ramp and Marina Park. It was also at this time that the agreement on impact fees occurred. Results of this agreement resulted in the June 26, 1990 Park Impact Fee agreement, still in use, and the November 17, 1992 Recreational Facilities Interlocal agreement (1993 agreement). That agreement was retroactive to April 1, 1991 and had a 20 year life. During this agreement, the county was still responsible for operations and all maintenance of the agreed to parks.

Just to bring the time line together, from 1969 until 2011, a period of 42 years, the county was responsible for operations and all maintenance of the parks within the various agreements. The parks were compliant to the codes of the time and new rest rooms and buildings when built, the maintenance and upgrading of any facilities should have been going on all along but didn't. Wellfield was started in 1969 but had approved expansions as it grew. Chuck Reiter was started much earlier. I talked with a person who played on the field at Chuck Reiter in the 50's; at that time there were only two fields and again, any building was up to code at the time.

E. The Venetian Waterway Park was added more by resolution than by interlocal agreement. However, let's look at this project:

- Largely funded by donation and brain power of VABI
- Provides connectivity of the Legacy Trail from the train depot to Shamrock Park on the east and VABI building to Caspersen Park on the West. Little cost to the county.

F. The May 2011 interlocal agreement is entered into with a termination of October 1, 2021 and a 5 year automatic extension. The only way out was either party terminating for cause. The big change in this agreement was that "repairs that extend the life expectancy of an improvement for 5 years or more and cost \$5000 or more" was added. This addition was made to facilities that the county should have been maintaining for the past 41 years that the city did not monitor out of trust for the agreement. The county has responsibility for 11 sites and the city is now responsible for the cost of all capital equipment and repair.

ATTACHMENT # 1

SARASOTA COUNTY GOVERNMENT

Parks, Recreation and Natural Resources

TO: Sarasota County Commission

THROUGH: Thomas A. Harmer, County Administrator

FROM: Carolyn Brown, Director, Parks, Recreation and Natural Resources

DATE: March 31, 2016

SUBJECT: **Interlocal Agreement with the City of Venice for Parks and Recreation Services**

RECOMMENDED MOTION(S) OR ACTION(S):

Discussion on the interlocal agreement for parks and recreation services between Sarasota County and the City of Venice.

BACKGROUND:

For decades, Sarasota County has worked with the City of Venice to provide the community with high quality parks and recreational services. The first agreement for parks and recreation services between the County and the City was a 1969 recreation agreement whereby the County agreed to assist with a capital project for the construction of a combination softball/Little League athletic field. A series of interlocal agreements followed, the history of which was provided in a recent report to the Board of County Commissioners and is included as Attachment 1.

On May 10, 2011, the City and County entered into the current Interlocal Agreement regarding Parks and Recreation Services (Contract 2011-421; Attachment 2). Under this agreement, the County provides a wide range of general and specialized services including parks and facilities operations and maintenance, landscaping, special event coordination, playground safety inspections and coordination with user groups (a more detailed list of the County's activities related to the Interlocal Agreement is included as Attachment 3). As future amendments or new Interlocal Agreements are drafted, improvements to language to clarify responsibilities, as well as defining the County's future role with respect to maintenance and management of regional park facilities, are needed.

RELEVANT PRIOR BOARD ACTION:

1. May 10, 2011 – Board approved Contract No. 2011-421, Interlocal Agreement Between City of Venice and Sarasota County Regarding Parks and Recreation Service (5-0 vote).

OUTREACH:

Parks, Recreation and Natural Resources (PRNR) regularly communicates and meets with City staff to address issues and coordinate responses. In addition, City and County staff have worked collaboratively on the Parks Master Plan and will continue to do so.

PROCUREMENT ACTION:

N/A

ANALYSIS/NEXT STEPS:

The City and County have collaboratively provided excellent parks and recreational services to the citizens of the City of Venice since 1969 through the various interlocal agreements and continue to do so today. Both entities recognize that there are potential areas for improvement in the interlocal agreement that will allow the parties to continue their partnership to the greatest benefit of the community. As the City and County contemplate a future amended or new interlocal agreement, the following specific challenges should be considered.

- **Funding for Facilities Maintenance:** The need to focus on maintenance and improvement of existing facilities was identified as a concern in the first phase of the Master Plan process. However, it can be difficult to specifically identify which entity is responsible for the costs to maintain or replace items and when that should occur. In most cases, the replacement cost is a capital expenditure which would be the responsibility of the City, pursuant to the interlocal agreement. In addition, some services the County has provided in the past, such as resurfacing and restriping asphalt parking lots, are not typical annual maintenance activities. While other funding sources exist for capital improvements and land acquisition, maintenance of existing parks is funded primarily through the General Fund. As a result, current parks maintenance has fallen behind and the maintenance of new facilities will be challenging.
- **Levels of Service:** The very different levels of service that may be expected by citizens, staff and elected officials in the City can pose a challenge to County staff. The level of service expected is often higher than what the County can financially provide.
- **Regional Parks:** As interlocal agreements between the County and the City of Venice, as well as the other municipalities, have evolved over the years, the trend has been for the County to focus on regional parks with the municipalities managing and maintaining community and neighborhood parks. However, a clear definition of “regional park” is needed to help guide potential amendments to the agreement as the City and County parks systems are expanded in the future. Further refinement of a final definition is needed; however, criteria to consider could include parks that serve multiple jurisdictions and the greatest amount of residents and visitors, economic impact, unique features that serve the entire county, acreage, and driving distance.
- **Capital Improvements:** The agreements clearly limit the County’s financial responsibility to \$5,000 per park per year adjusted annually according to the national U.S. Recreation Consumer Price Index (CPI). For Fiscal Year 2016 (FY16), the adjusted limit is currently \$5,116. The intent of this limit is to ensure the County is not responsible for unexpected large maintenance repairs or capital improvements to City parks. Nonetheless, the County is often requested to participate in the funding of capital improvements at City parks. These requests compete with needs of County parks and often have not been proposed during the annual budget process. Even when not participating in the funding of capital improvements, the interlocal agreement gives the County a specific role in reviewing proposed capital improvements in City parks, especially for any impact on the existing park

facilities or activities, as well as any impact on the County's recurring maintenance costs. This process should be clarified, particularly as to what happens should the County object to aspects of a capital improvement plan and/or finds the impact on maintenance costs is excessive.

- **Managing Use of City Parks:** The County coordinates with more than 25 athletic user groups resulting in 2,752 facility use permits in Fiscal Year 2015 (FY15) with leagues, clubs and schools using City athletic facilities covered by the interlocal agreement. In addition to the maintenance associated with the interlocal agreement, the leagues or clubs have roles and responsibilities associated with maintenance, improvements and operations. This adds another layer of complexity in meeting needs and expectations.

Expenses and Revenues

The annual expenses and revenues for FY15 related to the County's obligations under the interlocal agreement are shown in the chart below. As is evident by the model, the County contributes significantly more funding to maintenance and management of City parks identified in the interlocal agreement than the percentage of ad valorem tax revenue collected that is attributable to parks and recreation services.

A. City Taxable Value as % of County Value	
City Taxable Value (2014 Final Certification)	\$3,022,502,380
County Taxable Value (2014 Final Certification)	\$43,389,559,693
City Taxable Value as % of County Taxable Value	7.0%
B. City Ad Valorem Paid to County as % of County Ad Valorem	
County General Fund Ad Valorem (FY15)	\$120,494,667
City Ad Valorem paid to County (FY15)	\$ 8,393,619
City Ad Valorem as % of County General Fund Ad Valorem	7.0%
C. Estimated City Ad Valorem Paid for PRNR	
Est. Total City Ad Valorem Paid to County	\$8,393,619
PRNR Budget as % of General Fund (FY2015)	6.5%
Est. City Ad Valorem Attributable to PRNR Budget	\$549,491
D. Expenditures and receivables related to Interlocal Agreement	
County Expenditures	\$2,225,559
Revenue (collected for rentals, programs at city parks)	\$317,781
Est. City Ad Valorem Attributable to PRNR Budget	\$549,491
Net Costs of Interlocal Agreement to County	\$1,358,287

FUNDING:

N/A

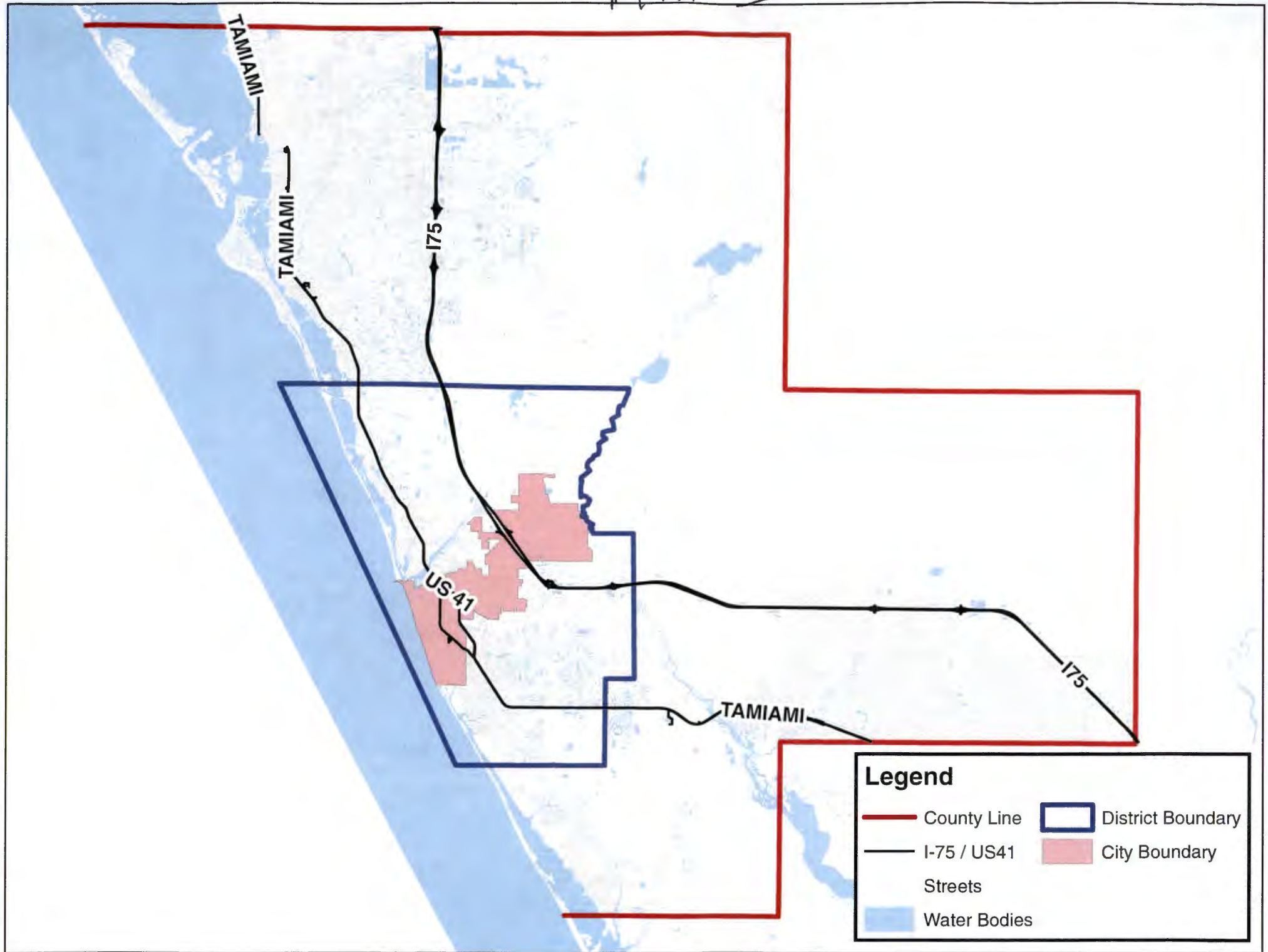
STAFF RECOMMENDATIONS:

As the County's Parks, Preserves and Recreation Master Plan is in the process of being finalized, it is an opportune time to evaluate the roles of the County's PRNR Department and the City in providing parks and recreation services. In addition to the parks operated and maintained by the County through the interlocal agreement, the County is responsible for over 160 parks. City residents have the opportunity to enjoy parks within and outside of the municipality in which they live.

Intergovernmental cooperation can be an effective way for local governments to address the needs of the community. The general approach of the interlocal agreement used in Sarasota County has been successful over many years. The agreements should be clarified as noted above, but the rationale for providing a coordinated parks system for citizens remains viable and effective.

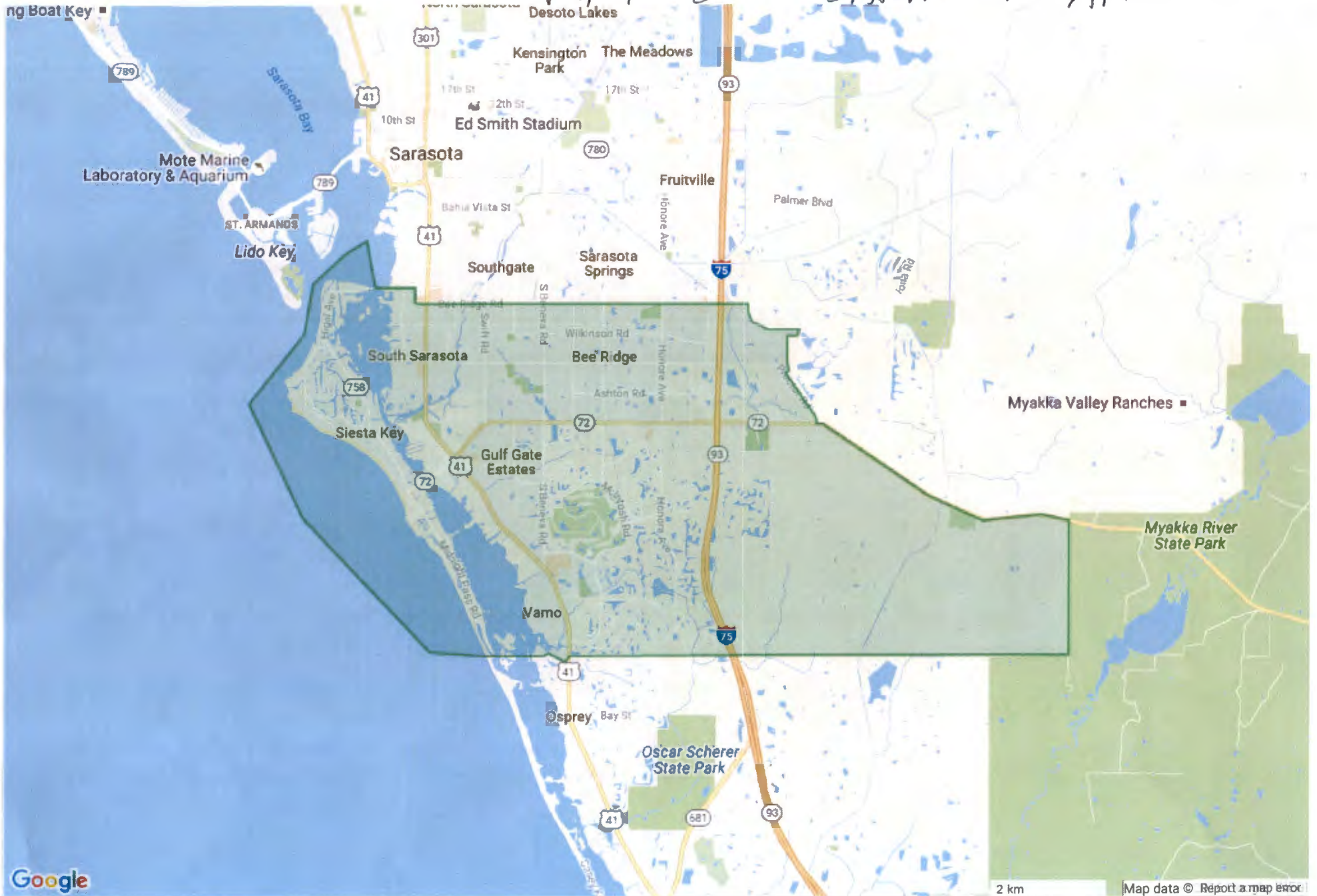
ATTACHMENTS:

1. Board Assignment 15041: History and Background of Interlocal Agreements for Park Services (December 8, 2015)
2. Contract 2011-421
3. County Activities Related to the Interlocal Agreement with the City of Venice

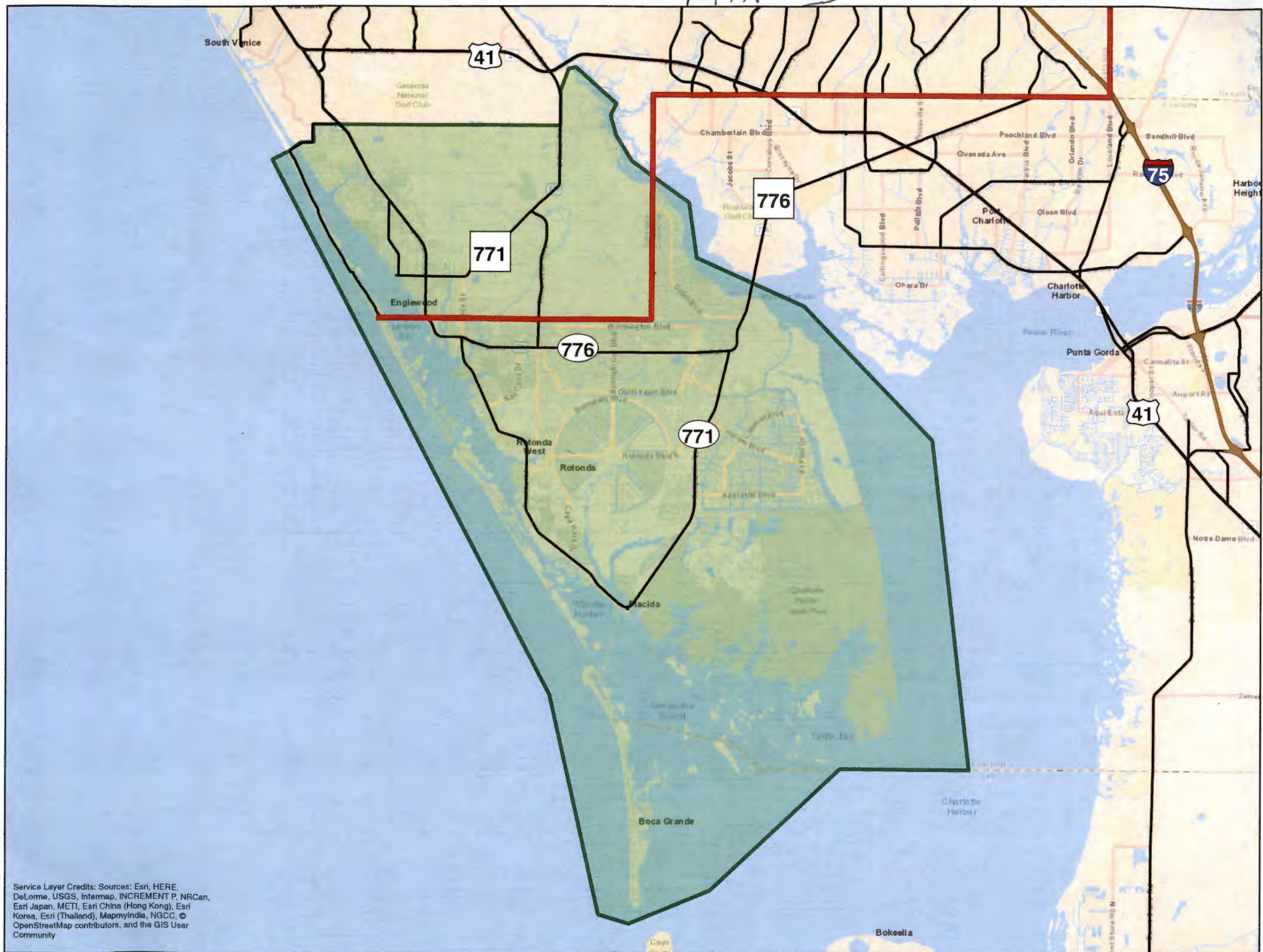


MAP# 2

SARASOTA AMERICAN



MAY 23



ATTACHMENT #2

Investments in City Parks

Interlocal Agreement commencing October 1, 2011 (FY2012)

Funding Source

	General Fund	One-Cent Sales Tax	Park Impact Fees	301 General Capital Project Fund	Storm Water Fund	Grants	Donations/Contributions	Utilities Fund	Solid Waste Fund	Total
FY2012										
Playground Equipment	\$ 6,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,844
Trees, Shrubs & Sod	13,632	46,500	-	-	-	-	-	-	-	60,132
Re-route Sewer Line - Venice Beach	2,085	-	-	-	-	-	-	-	-	2,085
Transferred to Beach Renourishment Fund	-	250,000	-	-	-	-	-	-	-	250,000
TOTAL FY2012	22,561	296,500	-	-	-	-	-	-	-	319,061
FY2013										
Playground Equipment	7,820	-	-	-	-	-	-	-	-	7,820
Trees, Shrubs & Sod	12,316	-	-	-	-	-	-	-	-	12,316
Pier - Netting Repairs	3,194	-	-	-	-	-	-	-	-	3,194
Jetty - Install Alarm System	1,022	-	-	-	-	-	-	-	-	1,022
Centennial & Jetty - Restroom Upgrades	61,196	-	-	-	-	-	-	-	-	61,196
Wellfield Lighting Repairs	4,168	-	-	-	-	-	-	-	-	4,168
Fountain Repairs - Venice Community Center	1,435	-	-	-	-	-	-	-	-	1,435
Generator - Community Center	-	133,143	-	-	-	200,000	-	-	-	333,143
TOTAL FY2013	91,151	133,143	-	-	-	200,000	-	-	-	424,294
FY2014										
Playground Equipment	28,213	-	-	-	-	-	-	-	-	28,213
Trees, Shrubs & Sod	23,026	-	-	-	-	-	-	-	-	23,026
Chain Link Fencing	-	40,000	-	-	-	-	-	-	-	40,000

Investments in City Parks

Interlocal Agreement commencing October 1, 2011 (FY2012)

Funding Source

	General Fund	One-Cent Sales Tax	Park Impact Fees	301 General Capital Project Fund	Storm Water Fund	Grants	Donations/Contributions	Utilities Fund	Solid Waste Fund	Total
Hatchet Creek Restoration ST0006 (needed for canoe & kayak launch at Legacy Park)	-	-	-	-	50,255	1,435	-	-	-	51,690
Centennial Park - Restroom Roof Repairs	1,997	-	-	-	-	-	-	-	-	1,997
Transferred to Beach Renourishment Fund	-	250,000	-	-	-	-	-	-	-	250,000
TOTAL FY2014	53,236	290,000	-	-	50,255	1,435	-	-	-	394,926
FY2015										
Playground Equipment	7,519	7,035	-	-	-	-	-	-	-	14,554
Trees, Shrubs & Sod	23,261	-	-	-	-	-	-	-	-	23,261
Community Center Flooring	66,550	-	-	-	-	-	-	-	-	66,550
Venice Beach Restroom Renovations	5,392	-	-	-	-	-	-	-	-	5,392
Parks Fencing	-	32,312	-	-	-	-	-	-	-	32,312
Shade Structure Interactive Fountain	-	25,391	-	-	-	-	-	-	-	25,391
Hatchet Creek Restoration ST0006 (needed for canoe & kayak launch at Legacy Park)	-	-	-	-	-	233,223	-	-	-	233,223
Venice Beach Parking GF0007	-	-	-	143,536	-	-	-	-	-	143,536
Parking Lot Site 3 - North Brohard Park (Design Only) GF0006	-	-	-	65,205	-	-	-	-	-	65,205
North Pier Parking Grass Area GF0006	-	-	-	97,836	-	-	-	-	-	97,836
Centennial Park - Gazebo Flooring	6,500	-	-	-	-	-	-	-	-	6,500
Wellfield - Soccer Netting	25,726	-	-	-	-	-	-	-	-	25,726
Blalock - Electrical Upgrades	9,679	-	-	-	-	-	-	-	-	9,679
Higel Park - Restroom Upgrades	10,100	-	-	-	-	-	-	-	-	10,100

Investments in City Parks

Interlocal Agreement commencing October 1, 2011 (FY2012)

Funding Source

	General Fund	One-Cent Sales Tax	Park Impact Fees	301 General Capital Project Fund	Storm Water Fund	Grants	Donations/Contributions	Utilities Fund	Solid Waste Fund	Total
Fencing - Mundy Park	1,566	-	-	-	-	-	-	-	-	1,566
Transferred to Beach Renourishment Fund	-	250,000	-	-	-	-	-	-	-	250,000
TOTAL FY2015	156,293	314,738	-	306,577	-	233,223	-	-	-	1,010,831
FY2016										
Playground Equipment	5,462	44,838	-	-	-	-	-	-	-	50,300
Trees, Shrubs & Sod	16,345	-	-	-	-	-	-	-	-	16,345
Venice Beach Restroom Renovations	57,300	-	-	-	-	-	-	-	-	57,300
Croquet Expansion - Wellfield Park GF0011	10,070	-	-	-	-	-	-	-	-	10,070
Soccer Field Lights - Wellfield Park GF0012	-	-	266,199	-	-	-	-	-	-	266,199
Parks Fencing	-	40,450	-	-	-	-	-	-	-	40,450
Anita's Sandcastle Relocation/Reconstruct 1CSAND	-	30,534	-	-	-	-	-	-	-	30,534
Hecksher - Dumpster Enclosure	-	-	-	-	-	-	-	-	20,479	20,479
North Brohard - Railing Repairs	32,837	-	-	-	-	-	-	-	-	32,837
Wellfield - Fence Slats	11,800	-	-	-	-	-	-	-	-	11,800
Transferred to Beach Renourishment Fund	-	250,000	-	-	-	-	-	-	-	250,000
TOTAL FY2016	133,814	365,822	266,199	-	-	-	-	-	-	786,314
FY2017										
Playground Equipment	8,791	-	-	-	-	-	-	-	-	8,791
Trees, Shrubs & Sod	22,879	-	-	-	-	-	-	-	-	22,879
Croquet Expansion - Wellfield Park GF0011	37,655	-	-	-	-	-	20,748	-	-	58,403

Investments in City Parks

Interlocal Agreement commencing October 1, 2011 (FY2012)

Funding Source

	General Fund	One-Cent Sales Tax	Park Impact Fees	301 General Capital Project Fund	Storm Water Fund	Grants	Donations/Contributions	Utilities Fund	Solid Waste Fund	Total
Venice Beach Restrooms GF0013	53,160	-	-	-	-	-	-	-	-	53,160
Venice Beach Door Locks	9,600	-	-	-	-	-	-	-	-	9,600
Upgrade/Expansion of Boardwalks near Venice Fishing Pier GF0010	84,145	-	-	-	-	-	-	-	-	84,145
Venice Fishing Pier 1CPIER	4,680	-	-	-	-	-	-	-	-	4,680
Chuck Reiter & Hecksher Park Fencing	33,774	67,568	-	-	-	-	-	-	-	101,342
Chuck Reiter Playground Equipment	-	102,464	-	-	-	-	-	-	-	102,464
Hecksher Park - Windscreens	2,700	-	-	-	-	-	-	-	-	2,700
Community Center Door Retrofit	13,949	-	-	-	-	-	-	-	-	13,949
Community Center Roof	-	512,991	-	-	-	-	-	-	-	512,991
Community Center Fountain Upgrades	1,800	-	-	-	-	-	-	-	-	1,800
Anita's Sandcastle Relocation/Reconstruct 1CSAND	-	15,805	-	-	-	-	-	-	-	15,805
Chuck Reiter - Dumpster Enclosure Fencing	-	-	-	-	-	-	-	-	1,486	1,486
Service Club Park Boardwalk 1CSCPB	-	45,335	-	-	-	-	-	-	-	45,335
Transferred to Beach Renourishment Fund	-	250,000	-	-	-	-	-	-	-	250,000
Pinebrook Park - Lime Sludge Pond Closure (PO # 041706 & UT3001)	-	-	-	-	-	-	-	1,682,315	-	1,682,315
TOTAL FY2017	273,133	994,163	-	-	-	-	20,748	1,682,315	1,486	2,971,845

Investments in City Parks

Interlocal Agreement commencing October 1, 2011 (FY2012)

Funding Source

	General Fund	One-Cent Sales Tax	Park Impact Fees	301 General Capital Project Fund	Storm Water Fund	Grants	Donations/Contributions	Utilities Fund	Solid Waste Fund	Total
FY2018 Adopted Budget + Encumbr Roll from FY17 to FY18										
Playground Equipment	12,180	-	-	-	-	-	-	-	-	12,180
Trees, Shrubs & Sod	23,500	-	-	-	-	-	-	-	-	23,500
Community Center Roof (Encumbrance Roll)	-	56,999	-	-	-	-	-	-	-	56,999
Community Center Chiller (Encumbrance Roll)	-	30,000	-	-	-	-	-	-	-	30,000
Venice Community Center (p. 245 budget book)	-	100,000	-	-	-	-	-	-	-	100,000
Venice Fishing Pier 1CPIER (p. 248 budget book)	-	700,000	-	-	-	-	-	-	-	700,000
Venice Beach Concession Renovation (p. 252 budget book)	-	30,000	-	-	-	-	-	-	-	30,000
Transferred to Beach Renourishment Fund (p. 255 budget book)	-	250,000	-	-	-	-	-	-	-	250,000
Service Club Park Boardwalk 1CSCP (carry over from FY17 to FY18)	-	500,000	-	-	-	-	-	-	-	500,000
Pinebrook Park - Lime Sludge Pond Closure (PO # 041706 & UT3001)	-	-	-	-	-	-	-	2,180,301	-	2,180,301
TOTAL FY2018 ADOPTED BUDGET	35,680	1,666,999	-	-	-	-	-	2,180,301	-	3,882,980
PLUS LEGACY PARK	-	-	1,817,721	-	432,272	424,595	-	-	-	2,674,588
TOTAL FY2012 THRU FY2018 BUDGET	765,868	4,061,365	2,083,920	306,577	482,527	859,253	20,748	3,862,616	1,486	12,464,839

Investments in City Parks

Interlocal Agreement commencing October 1, 2011 (FY2012)

Funding Source

	General Fund	One-Cent Sales Tax	Park Impact Fees	301 General Capital Project Fund	Storm Water Fund	Grants	Donations/ Contributions	Utilities Fund	Solid Waste Fund	Total
TOTAL FY2012 THRU FY2018 BUDGET BY DESCRIPTION										
Playground Equipment	\$ 76,829	\$ 154,337	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 231,166
Trees, Shrubs & Sod	134,959	46,500	-	-	-	-	-	-	-	181,459
Re-route Sewer Line - Venice Beach	2,085	-	-	-	-	-	-	-	-	2,085
Install Alarm System - Jetty	1,022	-	-	-	-	-	-	-	-	1,022
Restroom Upgrades - Centennial, Jetty, Higel	73,293	-	-	-	-	-	-	-	-	73,293
Wellfield Lighting Repairs	4,168	-	-	-	-	-	-	-	-	4,168
Transferred to Beach Renourishment Fund	-	1,500,000	-	-	-	-	-	-	-	1,500,000
Community Center	83,734	833,133	-	-	-	200,000	-	-	-	1,116,867
Parks Fencing	47,140	180,330	-	-	-	-	-	-	-	227,470
Hatchet Creek Restoration ST0006 (needed for canoe & kayak launch at Legacy Park)	-	-	-	-	50,255	234,658	-	-	-	284,913
Venice Beach Restrooms	125,452	-	-	-	-	-	-	-	-	125,452
Shade Structure Interactive Fountain	-	25,391	-	-	-	-	-	-	-	25,391
Parking	-	-	-	306,577	-	-	-	-	-	306,577
Centennial Park - Gazebo Flooring	6,500	-	-	-	-	-	-	-	-	6,500
Wellfield - Soccer Netting	25,726	-	-	-	-	-	-	-	-	25,726
Blalock - Electrical Upgrades	9,679	-	-	-	-	-	-	-	-	9,679
Hecksher Park - Windscreens	2,700	-	-	-	-	-	-	-	-	2,700
Croquet Expansion - Wellfield Park GF0011	47,725	-	-	-	-	-	20,748	-	-	68,473
Soccer Field Lights - Wellfield Park GF0012	-	-	266,199	-	-	-	-	-	-	266,199

Investments in City Parks

Interlocal Agreement commencing October 1, 2011 (FY2012)

Funding Source

	General Fund	One-Cent Sales Tax	Park Impact Fees	301 General Capital Project Fund	Storm Water Fund	Grants	Donations/Contributions	Utilities Fund	Solid Waste Fund	Total
Anita's Sandcastle Relocation/Reconstruct 1CSAND	-	46,339	-	-	-	-	-	-	-	46,339
Hecksher - Dumpster Enclosure									21,965	21,965
North Brohard - Railing Repairs	32,837	-	-	-	-	-	-	-	-	32,837
Upgrade/Expansion of Boardwalks near Venice Fishing Pier GF0010	84,145	-	-	-	-	-	-	-	-	84,145
Venice Pier Improvements	7,874	700,000	-	-	-	-	-	-	-	707,874
Service Club Park Boardwalk 1CSCPB	-	545,335	-	-	-	-	-	-	-	545,335
Venice Beach Concession Renovation (p. 252 budget book)	-	30,000	-	-	-	-	-	-	-	30,000
Pinebrook Park - Lime Sludge Pond Closure (PO # 041706 & UT3001)		-	-	-	-	-	-	3,862,616	-	3,862,616
Legacy Park	-	-	1,817,721	-	432,272	424,595	-	-	-	2,674,588
TOTAL FY2012 THRU FY2018 BUDGET BY DESCRIPTION	765,868	4,061,365	2,083,920	306,577	482,527	859,253	20,748	3,862,616	21,965	12,464,839

Investments in City Parks

Interlocal Agreement commencing October 1, 2011 (FY2012)

Funding Source

	General Fund	One-Cent Sales Tax	Park Impact Fees	301 General Capital Project Fund	Storm Water Fund	Grants	Donations/Contributions	Utilities Fund	Solid Waste Fund	Total
Legacy Park										
Revenues:										
Impact Fees	1,817,721									
FDEP - Grants	424,595									
Total Revenues Legacy Park	2,242,316									
Expenses										
FY2013	140,408									
FY2014	179,012									
FY2015	1,574,326									
FY2016	625,301									
FY2017	6,349									
FY2018 expected	149,192									
Total Expenses Legacy Park	2,674,588									
City's Cost for Legacy Park	432,272									
Beach Renourishment - ACOE Project FY2015-2016										
Total Project Cost					20,691,148					
Funding										
Tourist Development Tax					2,307,712					
FDEP - Grants					3,404,387					
Army Corps of Engineers					14,141,721					
City**					837,328					
Total Funding					20,691,148					
** funds used had been transferred from the 1-cent sales tax fund to the beach renourishment fund #306.										
Not in the Interlocal Agreement										
Heritage Park										
Walkway Improvements		One-Cent Sales Tax								
FY2016		4,554								
FY2017		534,571								
Total Heritage Park		539,125								
Not in the Interlocal Agreement										
Ponce De Leon Rain Garden							Storm Water Fund			
FY2016							2,951			
FY2017							55,272			
Total Ponce De Leon Rain Garden							58,223			

ATTACHMENT #3

From: Carolyn Brown [mailto:cnbrown@scgov.net]

Sent: Tuesday, February 6, 2018 11:54 AM

To: Lenox E. Bramble <LBramble@Venicegov.com>

Cc: Mark Cunningham <mcunning@scgov.net>

Subject: Park Expenses

Len,

Here are the total FY16 expenses per City of Venice Park. We will have FY17 completed in the near future. Please note that this does not include Venetian Waterway Park.

	Indirect - Portion of Total City of Venice Fleet by Park based on %	Indirect - Portion of PRNR Personnel and Administration Costs by Park based on %	Direct - Reported PRNR Personnel costs	Direct - Reported Lifeguard Personnel	Direct - Job Ledger Reports - IFAS	Direct - Maintenance Services	Estimated Operating Cost
Chuck Reiter	\$10,587	\$85,510	\$52,960	\$0	\$10,056	\$82,867	\$241,980
Hecksher Park	\$7,151	\$57,754	\$0	\$0	\$14,640	\$48,122	\$127,667
Higel Park	\$1,137	\$9,185	\$0	\$0	\$2,770	\$7,211	\$20,304
Venice Community	\$6,772	\$54,696	\$221,527	\$0	\$17,846	\$41,592	\$342,433
Venice Myakka Rive	\$2,465	\$19,913	\$0	\$0	\$10,880	\$10,759	\$44,018
Legacy Park	\$1,640	\$13,248	\$0	\$0	\$0	\$14,396	\$29,284
Chauncy Howard Pa	\$492	\$3,975	\$0	\$0	\$0	\$4,319	\$8,786
Wellfield Park & Pin	\$42,983	\$347,169	\$189,508	\$0	\$82,991	\$294,278	\$956,929
Marina Boat Ramp	\$2,185	\$17,650	\$0	\$0	\$6,610	\$12,570	\$39,015
Brohard Park	\$15,663	\$126,506	\$0	\$0	\$23,190	\$114,284	\$279,643
Venice Beach	\$8,343	\$67,384	\$0	\$298,529	\$23,590	\$49,636	\$447,482
Total	\$99,418	\$802,990	\$463,995	\$298,529	\$192,573	\$680,034	\$2,537,541

ATTACHMENT # 4

Edward Lavallee

From: Alan Bullock
Sent: Tuesday, January 30, 2018 1:50 PM
To: Edward Lavallee; Lenox E. Bramble
Cc: Jeanette Bartek
Subject: Wellfield and Chuck Reiter Parks - property insurance

Gents,

As discussed recently, the city historically carried no property insurance on Wellfield & Chuck Reiter Park improvements such as concession stands, grandstands, press boxes, dugouts, restrooms, storage sheds, picnic shelters, fencing, floodlights, etc. Several years ago, the City Attorney opined that since the city owns the land, technically ownership of the improvements falls to the city, therefore the city is the appropriate entity to carry insurance, since there would be a community expectation for the city to rebuild damaged/destroyed items. Discussed with the City Manager and Finance Director at that time, the decision was made to start to carry insurance on selected major items. Accordingly, we currently have property insurance on the following:

Wellfield Park - Letson Stadium Concession	\$ 198,000
Chuck Reiter Park	\$ 420,900
Ruscelletto Park Pavilion shelter, observation deck and fence (16' x 24' Porter/Poligon prefab on concrete pad, observation deck 16' x 10', industrial grade, green vinyl coated chain link with posts set in concrete)	\$ 22,500
Wellfield Park - Letson Stadium Grandstand & Lights	\$ 437,500
Wellfield Park - Restroom #1	\$ 44,550
Wellfield Park - Miss Venice Concession & Restroom	\$ 276,250
Wellfield Park - Letson Stadium Picnic Shelter	\$ 50,000
Wellfield Park - Restroom	\$ 27,000
Wellfield Park - Venice Falcons Concession	\$ 193,600
Wellfield Park - Venice Falcons Restrooms	\$ 50,000
Wellfield Park - Venice Little League Equip/Electrical Bldg	\$ 99,200
Wellfield Park - PITO (lighting, benches, bleachers, scoreboards, etc)	\$ 123,750
Wellfield Park - Musco Sports lighting system for Soccer Field #3 including 4 galvanized steel poles with concrete foundations; 44 LED luminaires; 4 auxiliary luminaires; luminaire assemblies, wiring, wiring harnesses, component enclosures, and control and monitoring cabinet.	\$ 262,000
	\$ 2,205,250

I believe the associated annual premium is about \$20K; please let me know if you wish an accurate number or a change in approach.

Thanks,

ATTACHMENT # 5

SARASOTA COUNTY GOVERNMENT

Parks, Recreation and Natural Resources

TO: Sarasota County Commission
THROUGH: Jonathan R. Lewis, County Administrator
FROM: Carolyn Brown, Director, Parks, Recreation and Natural Resources
DATE: February 28, 2018
SUBJECT: **Interlocal Agreement for Parks and Recreation Services with the City of Venice**

BACKGROUND:

The first agreement between Sarasota County and the City of Venice related to parks and recreation services was in the form of a Recreation Agreement which was approved on January 23, 1969. The agreement describes a piece of property that the City designated for recreational purposes as well as serving as the main water supply and wellfield for the City (Wellfield Park). It notes that the County wished to cooperate with the City in the establishment of recreational facilities on or adjacent to the property. The County provided funding in the amount of \$2,500 for construction of a combination softball/Little League athletic field to promote public recreation for the citizens of both the County and the City. This 1969 agreement provided that the County and City would jointly cooperate in the management and supervision of the recreational improvements and development of the property. The City agreed to do all necessary preliminary work and provide water for drinking and irrigation at no cost to the County. The County agreed to maintain the completed athletic field at the County's expense.

In June/July 1978, the City of Venice and Sarasota County adopted an Interlocal Agreement for Parks Services (June 1978 Parks Interlocal). Each entity was mutually interested in providing recreational programs, activities and facilities for the use and benefit of the people of Sarasota County including the City of Venice. Since the City of Venice had recreational facilities but did not have a Parks and Recreation Department to operate recreational programs and activities, it was mutually agreed that the County would hire a qualified Recreation Supervisor to program the recreation facilities in the most economical manner at Chuck Reiter Park, Hecksher Park and Venice Recreation Center.

In November 1978, a new agreement was executed that was similar to the June 1978 Parks Interlocal, and the list of recreation facilities was expanded to include Venice Wellfield Park, Pinebrook South Recreation Area and Venice Community Center (November 1978 Parks Interlocal Agreement). This new agreement superseded and replaced the 1969 Recreation Agreement and the June 1978 Parks Interlocal Agreement. Subsequently, in July 1980, a new Interlocal Agreement was executed, adding Venice Municipal Beach to the list of recreation facilities and extending the term of the agreement to September 30, 1981, with automatic renewals unless terminated.

In May 1988, a stand-alone agreement was executed by the parties which provided that the County assume responsibility for scheduling activities at the gazebo located next to the Venice Municipal Parking Lot. The City was responsible for supervision of activities at the gazebo and maintenance.

In November 1989, the City and the County entered into a Stipulated Agreement for Entry of Order Settling Dual Taxation Dispute Between the City of Venice and Sarasota County (Case No. 76-1503-

CA-01). Although the Circuit Court found no dual taxation regarding Parks and Recreation services, the City and County agreed to the following stipulations regarding Recreational Facilities:

- 1) The County and City were to enter into a 20-year Interlocal Agreement providing that the County shall operate and maintain the Venice Community Center, Venice Beach, Wellfield Recreational Complex, Brohard Park Beach, the Venice Library, the boat launch ramp and Marina Park.
- 2) The City and the County were to enter into an agreement with respect to Park Impact Fees and the City was to adopt a resolution consenting to the imposition of County road and park impact fees pursuant to County ordinance.

As a result, the City and County entered into a Park Impact Fee Interlocal Agreement, dated June 26, 1990 (Contract No. 90-447) and a Recreational Facilities Interlocal Agreement, dated November 17, 1992 (1993 Parks Interlocal Agreement). The 1990 Park Impact Fee Interlocal Agreement is still in effect. The 1993 Parks Interlocal Agreement had a 20-year term, retroactive to April 1, 1991 and superseded and replaced the prior Parks Interlocal Agreements. The 1993 Parks Interlocal Agreement provided that it would be automatically renewed for an additional 20 years unless terminated pursuant to terms of the Agreement. The basic concepts of the previous Interlocal Agreements remained with the addition of a provision requiring that at least one City resident be appointed to the County Natural Resources and Recreation Advisory Board and the addition of recreational facilities for the County to maintain and operate. There were three amendments to the 1993 Parks Interlocal Agreement over the next 18 years.

In addition to the City of Venice parks and facilities included in the Interlocal Agreement, Sarasota County Parks, Recreation and Natural Resources (PRNR) operates and maintains the Venetian Waterway Park (VWP), a linear park that extends along both sides of the Intracoastal Waterway (ICW). The majority of the trail is located within the City of Venice, on the West Coast Inland Navigation District (WCIND) right-of-way of the ICW. The City of Venice has agreements with WCIND associated with this recreational trail and amenities located on the WCIND property. In addition, there are agreements with the School Board and private property owners for segments of the trail that cross other properties. On the east side of the ICW, the VWP extends approximately 3.8 miles south from Venice Avenue, linking to The Legacy Trail at the Venice Train Depot, and terminating at Shamrock Park. On the west side of the ICW, the VWP extends approximately five miles from the north bridge to Venice Island, where the Venetian Area Beautification, Inc. (VABI) office is located, south to Caspersen Beach.

Resolution No. 97-099 was adopted by the Sarasota County Commission on April 1, 1997, and indicates their support for the linear park, and it authorized staff to provide input and assistance in the development and implementation of the park. A March 19, 1998, letter from Commissioner David R. Mills, Chairman, to Maggie Turner, President of VABI, indicated that the County Commission formally approved the maintenance of the VWP by county personnel upon its completion. A 2002 letter from John McCarthy, former General Manager of Sarasota County Parks and Recreation, to City of Venice staff indicated that the intent would be to work together to clearly define the parameters of the park. The trail however, was never added to the Parks Interlocal Agreement.

On May 10, 2011, the City and County entered into the current Interlocal Agreement (2011 Parks Interlocal Agreement) regarding Parks and Recreation Services that superseded and replaced the 1993 Parks Interlocal Agreement. The term of the agreement was 10 years (ending October 1, 2021; Fiscal Year 2022) and could automatically renew for an additional five years.

The current agreement outlines the roles and responsibilities of the County and City, and includes a definition section which defines a Capital Repair as, “repairs that extend the life expectancy of an

improvement for 5 years or more and cost \$5,000 or more.” The County operates and maintains the 11 sites in the agreement. Brohard Park, listed as a single location in the agreement, includes Service Club Park, Pier Parking area (excluding the Fishing Pier and restaurant concession), Robert E. Clark Pavilion and associated parking, Maxine Barritt Park, Paw Park, South Brohard Park, and the remaining portions of Brohard Park). The City is solely responsible for the costs of all capital improvements and capital repairs. Joint quarterly inspections are scheduled between City and County staff.

At the November 28, 2017, Board meeting, the Sarasota County Commission voted for the County Administrator to send a notification of our intent to terminate the Parks Interlocal Agreements with the City of Sarasota, City of Venice and City of North Port. Subsequently, letters were sent to the city managers of each municipality on November 30, 2017.

RELEVANT PRIOR BOARD ACTION:

1. May 10, 2011 – Board approved Contract 2011-421, an Interlocal Agreement with the City of Venice regarding Parks and Recreation Services for City parks and facilities (5-0 vote).
2. November 28, 2017 – The Board requested the County Administrator send letters of notification to the City Managers of the Cities of North Port, Sarasota and Venice regarding the Parks Interlocal Agreements (3-2 vote; Commissioners Detert and Caragiulo voted “No”).

OUTREACH:

Several conversations and meetings have taken place between City and County staff. An editorial was written by the Sarasota County Parks, Recreation and Natural Resources Director and was published in the Sarasota Herald-Tribune. County staff shared this article with all athletic leagues as well as wrote letters and conversed with league representatives. Interviews were conducted with the Observer, the Sun and the Venice Gondolier. Additional outreach via phone and email took place between County staff, athletic league representatives and parents. A letter was crafted and sent to the league representatives.

ANALYSIS/NEXT STEPS:

Meetings between Sarasota County and City of Venice staff took place on January 10, 2018, January 24, 2018 and February 2, 2018. Discussions included the vision of the County to focus on managing and operating regional parks in accordance with the county’s adopted Parks Master Plan and that the goal of any future Interlocal Agreement is for the county to oversee regional parks, and to transfer non-regional parks back to the city.

On February 16, 2018, the County Administrator met with the City Manager to finalize a plan. An update will be provided during the Joint Meeting.

ATTACHMENTS:

1. Contract 2011-421 Interlocal Agreement Between the City of Venice and Sarasota County
2. Letter of Intent to Terminate
3. Sarasota Herald-Tribune Editorial
4. PowerPoint Presentation

2/7/47

Ordinance #203 was then tabled for discussion and for second and third readings at a later date.

Mayor Higel recommended the City purchase a car of Ocala Rock and use it to top surface roads now surfaced with shell. After discussion Councilman George Higel moved that the City purchase one car of Florida Crushed stone from Ocala. His motion was duly seconded and carried unanimously.

Councilman Caspersen moved that a ready to serve charge of \$25.00 per year be made for sprinkler system in building located on Lot 8 Block 37. His motion was regularly seconded and carried unanimously.

On motion of Councilman Caspersen, seconded by Councilman Higel and carried the City Clerk was authorized to employ Mrs. E. W. Harn full instead of half time, for one month, in order to complete calculation and distribution of tax settlements accepted Dec 31st, 1946.

Councilman George Higel advised he had two men willing to clean up the beach using their own truck to haul away trash, dead fish etc at a cost of \$3.25 per hour for both men and truck. On motion regularly made, seconded and carried the work was authorized.

Councilman Higel then moved that the City Clerk write the Board of County Commissioners that the City is willing that the W $\frac{1}{4}$ of the NW $\frac{1}{4}$ Sec 9-39-19 and the W $\frac{1}{4}$ of the SW $\frac{1}{4}$ Sec 4-39-19 be used as a public dump with the City retaining supervision of the site; that the City will expect the County to grade a road into the location, and undertake ^{some} maintenance of the site; and that the City will pay for one half of the cost of the shell used for surfacing such road, at the rate of cost to the County. His motion was regularly seconded and carried unanimously.

Councilman Caspersen then recommended the employment of Mr. LaByer to inspect the cleaning and repairing of the elevated Water Tank. Councilman George Higel moved that Mr. La Byer be retained by the City to inspect repairs being made to the water tank. His motion was duly seconded and carried unanimously.

On motion the meeting then adjourned.

Salvador S. Brundage, Jr.
President of the City Council

Attest: *Rego Ross Cide*
City Clerk

ed
for
er
ye

4/13/65

and the proper City officials authorized to sign same on behalf of the City. The Water Board was authorized to extend the water mains.

Motion by Councilman Hamilton, seconded by Councilman Anderson and passed by Council the Public Works Department was authorized to spend up to \$500 for improving road and building adequate embankment for the new Police Department pistol and rifle range; same to be located about 1200 feet North of South property line and adjacent to East property line of 160 acre well field tract.

Motion by Councilman Raymond, seconded by Councilman Anderson and passed by Council approval was granted for the sending of three firemen to the Fire College in Jacksonville May 6, 7 & 8 at a cost not to exceed \$175.00.

Motion by Councilman Anderson, seconded by Councilman Hamilton and passed by Council authorization was granted to the Water Department to purchase a new Royal typewriter (Model MC) from Williams Stationery, the lower of two bidders, for the sum of \$200.25.

Motion by Councilman Anderson, seconded by Councilman Hamilton and passed by Council the City Clerk was authorized to reduce the waterline assessment of Lot 6, Block 17 in the name of Paul Nowland from \$142.20 to \$100.50.

Motion by Councilman Anderson, seconded by Councilman Hamilton and passed by Council authorized the Water Department to purchase 1200 meter boxes from Littrell Concrete Co. for \$1,000.00.

Motion by Councilman Anderson, seconded by Councilman Hamilton and passed by Council the Water Department was authorized to pay Russell & Axon \$3000.00 for the resource study made by that firm.

Motion by Councilman Hamilton, seconded by Councilman Raymond and passed by Council the appointment of a committee on Cable TV consisting of Julian Harmon, John Retty and Ralph Anderson was confirmed.

Motion by Councilman Raymond, seconded by Councilman Hamilton and passed by Council authorization was granted for the purchase of a bull horn for use at the Venice Beach. (Selection and brand to be left to the discretion of City Planning Director Paul A. Youngberg and Director of Public Works Guy E. Curwood.)

Motion by Councilman Raymond, seconded by Councilman Hamilton and passed by Council authorization was granted for the hiring of two additional life guards at the Venice Beach for three months at a salary not to exceed \$1.00 per hour, effective as of the closing of the school year.

A letter was read from the Rialto Shopping Center requesting the installation of a traffic light at one of the entrances to the Rialto Shopping Center. Mayor Brohard volunteered an investigation. The City Clerk was instructed to write the Rialto Shopping Center of the action.

A letter was read from Andrew T. Satter commending the local police force in the manner in which it handled a minor accident.

A letter was read from Gulf Coast Teleception, Inc. re cable TV.

A letter was read from the Veteran's of Foreign Wars requesting tax exemption on their quarters at Lots 19, 20, 21 & 22, Block 232.

Motion by Councilman Raymond, seconded by Councilman Hamilton and passed by Council the City Clerk was authorized to remove Lots 19, 20, 21 & 22, Block 232 from the 1965 tax rolls on ascertainment that the quarter were completed as of January 1, 1965.

A petition was read from Welde Investor's, Inc. requesting the rezoning of a triangular parcel of property lying between the Country Club Mobile Trailer Park on the South, and the Venice Shopping Center on the North, from Mobile Homes Zoning to B1.

Motion by Councilman Raymond, seconded by Councilman Hamilton and passed by Council the petition was referred to the Zoning Board of Adjustment for its recommendation only.

The following bills were approved for payment:

General Fund:

Adams & Houser	94.82
Cornelius Adema	1398.00
Anderson Auto Parts	181.49

John W. Hager
City Clerk

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL

CITY OF VENICE, FLORIDA

December 24, 1968 &
December 26, 1968

The regular meeting of the City Council of the City of Venice, Florida at 8:00 P.M., December 24, 1968 was adjourned by Councilman Walther, due to lack of a quorum to be reconvened at 8:00 P.M., December 26, 1968.

The adjourned meeting was reconvened by Council President E. S. Raymond at 8:00 P.M., December 26, 1968 with the following present:

Mayor Smyth D. Brohard City Attorney M. A. Braswell
Councilmen: E. S. Raymond, Frank Walther, Frank Winesette, Jerome Hill

Mayor Brohard administered the oath of office to Councilman-elect Berrisford H. Walker.

The Minutes of the previous meetings were approved.

Motion of Councilman Walther, seconded by Councilman Hill and passed by Council, Ordinance 458 was placed on second and third readings and read consecutively by title only.

Motion by Councilman Walther that Ordinance No. 458 be approved and adopted. Seconded by Councilman Hill and passed on Roll Call as follows:

Councilman Raymond	Yes
Councilman Walther	Yes
Councilman Winesette	Yes
Councilman Hill	Yes

Motion by Councilman Walther, seconded by Councilman Hill and passed by Council that zoning of the below described parcels rec ently annexed, be certified to the Zoning Board of Adjustment for recommendation only and that January 14, 1969 at 8:00 P.M., at City Hall be set as the time and place for a Public Hearing on same:

- a) R.-2. Lots 4, 5, 8 and south 25ft. of 9, Block E, Bayshore Estates.
- b) R-3. Parcel (Approx. 310' x 422') located on N. W. corner of Field Avenue and Cooper Street.
- c) R-1. Parcel (Approx. 200' x 250') located on west side of Venice By-Pass and south of sub-station road.

The following Agreement was read:

RECREATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1969, by and between the City of Venice, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and the County of Sarasota, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY",

WITNESSETH:

WHEREAS, the CITY is the owner of the following described real property located in Sarasota County, Florida, to wit:

The West 1,000 feet of the South 2,200 feet of the West 1/2 of the SW 1/4 of Section 4 and the West 1/2 of the NW 1/4 of Section 9, Township 39S, Range 19E, Sarasota County, Florida, containing 21 acres, more or less

and

WHEREAS, the CITY has designated that the afoesaid lands be utilized for public recreational purposes as well as the main water supply and well field for the CITY for which it is currently being used, and

WHEREAS, the COUNTY is desirous of cooperating with the CITY in the establishment of recreational facilities on or adjacent to the above described property; and

WHEREAS, the COUNTY has provided funds in the 1968-1969 Budget of the Parks and Recreation Department for the purpose of constructing a combination softball-Little League-athletic field; and

WHEREAS, it is hereby found and determined that the proposed improvements for the development of said athletic field will provide and promote public recreation which will be available to the citizens of the COUNTY and the CITY.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. That the hereinabove described lands shall be utilized and developed for public recreation available to the citizens and residents of the CITY and COUNTY; and in substantial conformity to the plan for same entitled "Proposed Plan for Development of a Recreational Complex at the City of Venice Well Field Site" dated 6-19-68 as prepared by the County Recreation Department.
2. That the COUNTY will expend during the 1968-1969 fiscal year, not more than \$2,500.00 for the construction of a combination softball-Little League-athletic field with the necessary fencing and backstop, base paths, and grass infield which are commonly found on such installations; and, in addition, such funds as may be budgeted by the COUNTY, from year to year for other specific improvements to be located on the hereinabove described lands.
3. That the COUNTY shall at all times maintain the completed athletic field at COUNTY expense.
4. That the CITY agrees to do all necessary preliminary work to make the property ready for the COUNTY to construct said athletic field. This preliminary work shall include grading, filling, and leveling, setting of grade stakes, and the construction of swale ditches for the purpose of drainage.
5. That the CITY further agrees to provide to the COUNTY at no cost, water for drinking and irrigation; provided, however, that said water supply may be temporarily interrupted when, in the opinion of the CITY, drought conditions exist that would otherwise endanger the sufficiency of the CITY's water supply.
6. That it is mutually agreed that either the CITY or the COUNTY shall have the right or privilege of cancelling this agreement upon sixty (60) days written notice to the other party.
7. That so long as this agreement is in force and effect, the COUNTY and CITY shall jointly cooperate in the management and supervision of the concerned recreational improvements and development.
8. That this agreement embodies the entire understandings of the respective parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This agreement may be amended or modified only by an instrument of equal formality executed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date first above written.

COUNTY OF SARASOTA, a political
Subdivision of the State of Florida

BY:

William P. Carey, Chairman of
BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY, FLORIDA.

ATTEST:

ROBERT W. ZINN, Clerk of the Board
of County Commissioners

CITY OF VENICE, FLORIDA

BY:

Smyth D. Brohard, Mayor

ATTEST:

Stephen Albee, Jr., City Clerk

WITNESS:

Approved as to form and execution:

RICHARD E. NELSON, Attorney for
Board of County Commissioners of
Sarasota County, Florida.

Motion by Councilman Walther that the foregoing Agreement be approved and that the proper City officials be authorized to sign same on behalf of the City of Venice. Seconded by Councilman Hill and passed on Roll Call as follows:

Councilman Raymond	Yes
Councilman Walther	Yes
Councilman Winesette	Yes
Councilman Hill	Yes

Motion by Councilman Walther that a Lease between the City of Venice and George & Russ Mobile Home Sales, Inc., covering the following described property be approved for a monthly rental of \$175.00 per month:

Begin at the North East corner of the Rialto Shopping Center tract, which said corner lies on the Westerly right-of-way of U.S. 41 (Fla.45) for a Point of Beginning; thence S 0° 30' W 360 feet, plus or minus, to the Southeast corner of parking lot of said shopping center; thence East 150 feet; thence Northwesterly 180 feet to the Westerly right-of-way of said U.S. 41; thence N 50° 10' W 300 feet along said right-of-way to the Point of Beginning. All lying and being in Section 18, Township 39 South, Range 19 East, Sarasota County, Florida.

Seconded by Councilman Hill and passed on Roll Call as follows:

Councilman Raymond	Yes
Councilman Walther	Yes
Councilman Winesette	Yes
Councilman Hill	Yes

Motion by Councilman Walther that lease agreement between the City of Venice and Elmer Olten Jr., covering Building #225, Venice Municipal Airport, be renewed, providing that Mr. Olten comply with Part 5 of Lease Agreement concerning appearance of premises. Seconded by Councilman Hill and passed on Roll Call as follows:

Councilman Raymond	Yes
Councilman Walther	Yes
Councilman Winesette	Yes
Councilman Hill	Yes

The following petition for annexation of contiguous property to the City of Venice was read:

PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY
TO CITY OF VENICE

TO: CITY COUNCIL, CITY OF VENICE, FLORIDA.

The undersigned owners of the herein described real estate, respectfully request that said real estate be annexed to the now existing boundaries of the City of Venice, pursuant to Article VII, Section 1, paragraph 37, of the Charter of said City, being Chapter 11766 Special Acts of Florida, 1925, as amended, and the undersigned represent that the following information including that contained in the attached exhibits is true and correct to the best of their knowledge and belief:

1. The legal description of the property embraced in this request is:

Lot 15, Block G, Bayshore Estates, Unit No. 2, as per plat thereof recorded in Plat Book 6, pages 97 and 97A, of the Public Records of Sarasota County, Florida; together with all right title and interest of the undersigned in and to the Easterly one-half of Bayshore Circle abutting said Lot 15,

as shown on Exhibit A, attached hereto and made a part hereof.

2. Said property is contiguous to the now existing boundaries of the City of Venice as shown on said Exhibit A.
3. All current and past County real estate taxes, as levied against said property are paid.
4. Title to the said property is vested in the undersigned.
5. The undersigned hereby covenant and agree, for themselves, their heirs, personal representatives, successors and assigns, that if said lands be incorporated within said City they will abide by all laws and ordinances of the City of Venice that may be applicable thereto and will promptly pay all taxes and liens for special improvements that may be assessed thereon.

WHEREFORE, the undersigned request that the City Council accept said proposed addition and annex all such land and include same within the Corporate Limits of the City of Venice, in accordance with the provisions for such action as set forth above.

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL

CITY OF VENICE, FLORIDA.

January 28, 1969

A regular meeting of the City Council, City of Venice, Florida, was held in the City Hall on Tuesday, January 28, 1969, at 8:00 P.M., with the following present:

Mayor Smyth D. Brohard City Attorney M. A. Braswell
Councilmen: Frank Walther, Frank Winesette, Jerome Hill, Berrisford Walker.

The Minutes of the previous meeting were approved.

Motion by Councilman Hill, seconded by Councilman Walker and passed by Council, Ordinance No. 459 was placed on second and third readings and read consecutively by title only.

Motion by Councilman Hill that Ordinance No. 459 be approved and adopted. Seconded by Councilman Walker and passed on Roll Call vote as follows:

Councilman Walther	Yes
Councilman Winesette	Yes
Councilman Hill	Yes
Councilman Walker	Yes

Mayor Brohard reported that City Personnel Program was under study and that revised plan would be discussed at next regularly scheduled meeting of City Council.

Mayor Brohard recommended that the salary of City Accountant Thomas G. Holmes be increased to \$6,000.00 per annum, effective February 1, 1969.

Motion by Councilman Winesette, seconded by Councilman Hill and passed by Council, City Accountant, Thomas G. Holmes was authorized an annual salary of \$6,000.00 per annum, effective February 1, 1969.

Mayor Brohard announced the resignations of Jerome Hill from J.C.A.Z.B., and Alsa Ledger from the ACGEPF and recommended the following appointments to replace them subject to Council approval:

Advisory Committee General Employees' Pension Fund

William L. Carver

Motion by Councilman Winesette, seconded by Councilman Walker and passed by Council, appointment was approved.

Joint City-County Zoning Advisory Board

Councilman Frank Winesette

Motion by Councilman Hill, seconded by Councilman Walker and passed by Council, appointment was approved.

Councilman Winesette reported that Sarasota County Commissioners approved Recreation Agreement concerning development of recreational complex at City Well Field site.

Councilman Walker reported on a condition and utilization of picnic shelter at City Beach, and recommended that shelter be altered to enlarge open covered area for use by public and balance to be used for storage only.

Motion by Councilman Winesette, seconded by Councilman Hill and passed by Council, City Administrator Paul A. Youngberg was authorized to effect alterations using available City labor and materials.

City Administrator Paul A. Youngberg reported on status of Ordinance re Building Permits, and requested authority to advertise for semi-part-time Plumbing Inspector. Approval was granted.

City Administrator Paul A. Youngberg read the following proposal from William Lindh, Professional Engineer, concerning engineering and feasibility study of proposed sewer expansion program:

January 28, 1969

To: Venice City Council
C/o Mr. Paul Youngberg, City Adm.
City Hall
Venice, Florida 33595

Ref: Proposed New Sewage Treatment Plant

2/8/72

COUNTY RECREATION AGREEMENT, Revision of

Clerk read revised agreement.

Mr. Walther moved that proper City Officials be authorized to execute said amendment to Recreation Agreement and forward same to the Sarasota, County Commission for its consideration. Motion seconded by Mr. Tucker and approved on Roll Call as follows; Mr. Walker, Mr. Walther, Mr. Tucker and Mr. Farley vote - YES.

RIGHT OF WAY AGREEMENT, FLORIDA POWER & LIGHT

Clerk read proposed agreement.

Mr. Walther moved that proper city officials be authorized to execute same upon receipt of properly executed amendment to recreation agreement from the County and upon receipt from Florida Power & Light Company of agreed sum of \$32,865.00 for 15.65 acres as compensation for granting of said easement. Motion seconded by Mr. Farley and approved on Roll Call as follows: Mr. Walker, Mr. Walther, Mr. Tucker and Mr. Farley vote - YES.

ORDINANCE NO. 539-72 (Planning Commission)

Mr. Tucker moved that Ordinance No. 539-72 be placed on 2nd and 3rd readings and read by title only.

Clerk read Ordinance No. 539-72 on 2nd and 3rd readings by title only.

Mr. Tucker moved that Ordinance No. 539-72 be approved and adopted. Motion seconded by Mr. Farley and approved on Roll Call as follows: Mr. Walker, Mr. Walther, Mr. Tucker and Mr. Farley vote - YES.

FISHING PIER - EROSION SLABS

Administrator reported that fishing pier was in need of repair and requested authority to employ services of Misner Marine to conduct survey and determine extent and approximate cost of affecting repairs to Erosion Slabs.

Mr. Walther moved that Administrator be authorized to contract with Misner Marine for necessary inspection and estimates. Motion seconded by Mr. Farley and unanimous vote carried.

COLLECTION OF CITY TAXES BY COUNTY TAX COLLECTOR

Mr. Walther moved that pursuant to Chapter 167.434, F.S. Miss Charlie Hagerman, Tax Collector Sarasota County enter into an additional surety bond in the amount of \$10,000, conditioned to faithfully account for the municipal taxes collected for the City of Venice. Motion seconded by Mr. Farley and unanimous vote carried.

STATEMENT OF CONDITION - GEPP

Secretary (Clerk) of General Employees Pension Fund presented annual statement of condition.

PERMIT, EXTENSION OF - Construction Trailer

On recommendation of Building Inspector Becker, Mr. Walther moved that Venice Nokomis Bank and Trust Co., be authorized a 90 day extension of permit for construction trailer on Block 42, Gulf View Sec. Motion seconded by Mr. Tucker and unanimous vote carried.

10/9/73

WATER WORKS EXPANSION - proposed

Administrator read letter received from Mr. William Lindh, Consulting Engineer, re Water Board request to have an outside firm review plans and specifications for Reverse Osmosis Plant and asked for an opinion from Council on advisability of securing services of another consultant. Mr. Walker moved that request of Water Board be denied and that City proceed with plans and specifications as submitted by Mr. Lindh. Motion seconded by Mr. Farley and approved by Mr. Walther, Mr. Walker and Mr. Farley voting - YES. Mr. Tucker abstains.

CONCESSION STANDS - Sun Fiesta

Clerk requested permission for Venetian Sun Fiesta to have concession stands along parade route on Saturday, October 20th. Mr. Walker moved that permission be granted to place concession stands on parade route east of Harbor Drive and Venice Avenue and along US 41 Business to end of parade route. Motion seconded by Mr. Farley and unanimous vote carried.

MUNICIPAL ACCOUNTING PROCEDURES

Mr. Walther reported on Tallahassee meeting of City Officials re proposed plan to require uniform method of municipal accounting for the State of Florida.

UNITED WAY MONTH

Mr. Walther read Proclamation proclaiming October 1973 as United Way Month.

RECREATION DIRECTOR - SOUTH COUNTY

Mr. Farley announced that County Recreation Department was assigning Mr. Jim Walters as South County representative and moved that City authorize office space in Shuffleboard Club Building until Teen Center problem was resolved. Further, that City provide telephone service for this temporary office. Motion seconded by Mr. Tucker and unanimous vote carried.

RECREATION BOARD - Appointment To

Mr. Farley moved that Council appoint Mr. James S. Pinkerton to City Recreation Board vice Mr. Wills Sizemore, resigned. Motion seconded by Mr. Tucker and unanimous vote carried.

RECREATION AGREEMENT

Mr. Farley noted that an agreement was being drawn to define the areas of responsibility which would be assigned to Mr. Jim Walters, South County Recreational Director and would be presented to Council for early consideration.

PARK - SOUTH JETTY AREA

Mr. Farley requested City contact Col. Furbee, Director WCIND, re possibility of City and/or other agencies developing a park area at South Jetty.

AGENDA, CUT-OFF DATE

After discussion, Mr. Walker moved that agenda for bi-monthly meetings be closed on Wednesday, 4 P.M. preceeding the meeting to be held on the following Monday afternoon. Further, that the Agenda be available for distribution not later than 1:30p on Fridays. Motion seconded by Mr. Tucker and unanimous vote carried.

3/14/78

R/O PLANT LITIGATION, CITY OF VENICE VS PEPPER - Continued

Mr. Korp states this Stipulation may require minor revisions however, requests approval of Council to proceed in this direction.

Mr. Walker moved that Council approve the recommendation of Mr. Korp and grant him the authority to proceed in this matter. Motion seconded by Mr. Proctor and passed by unanimous vote.

VENICE BAY TRAILER PARK, ALLEGED MISTAKE IN DEED GRANT

Mr. Korp presented to Council a letter outlining his findings in the alleged mutual mistake in the designation of road right-of-way in the deed from the Venice Bay Trailer Park to the City of Venice. This letter of findings is filed in the official jacket file pertaining to this meeting on file in the Office of the City Clerk.

Upon discussion of this subject, Mr. Walker moved that the City dispose of their interest in the property by sale of such interest. The sale of such interest to be based upon a valid appraisal by an independent Real Estate Property Appraiser. Mr. Anderson seconded the motion and motion passed by unanimous vote.

R/O PLANT, WELL FIELD, UNSAFE CONDITIONS

Mr. Anderson advised that Mr. Kalajian, Mr. Proctor, Mr. Wayne, Mr. Rieth, Mr. Wilson, himself and one member of the Press toured the R/O Plant and Well Field on a fact finding mission. They found several unsafe conditions and evidence of poor workmanship throughout the Plant which has cost the City large sums of money and will continue to cost the City during the entire projected life of the plant.

In view of this situation Mr. Anderson moved that Council instruct the City Manager along with the City Attorney to set up an appropriate fact finding body to the end, that the taxpayers of Venice might be compensated for the losses associated with this project through litigation.

Mr. Wayne seconded the motion and upon roll call Mr. Kalajian, Mr. Anderson, Mr. Proctor, Mr. Caffrey, Mr. Wayne vote-YES; Mr. Walker, Mayor Case vote-NO. Motion carried by majority vote.

RECESS

Mayor Case recessed the meeting at 5:05 P.M. to 7:30 P.M.

RECONVENE

Meeting reconvened by Mayor Case at 7:30 P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation was given by Councilman Anderson, followed by the Pledge of Allegiance to the Flag led by Mayor Case.

INTERLOCAL RECREATION AGREEMENT - CITY/COUNTY

Following discussion of the Interlocal Recreation Agreement presented by Mr. Wheeler, Mr. Caffrey moved that Council adopt the Interlocal Recreation Agreement between the City of Venice and the County of Sarasota subject to minor changes to be accomplished by the City Attorney. Motion seconded by Mr. Proctor and passed by unanimous vote.

ORDINANCE 714-78, ESTABLISHING SEWER SYSTEM RESERVE FUND-FIRST READING

Mr. Walker moved that Ordinance No. 714-78 as amended, be placed on First Reading. Motion seconded by Mr. Anderson and passed by majority vote.

City Clerk read Ordinance by title and stated it is posted in City Hall as required by law.

Mr. Walker moved that Ordinance 714-78 as amended, be approved on First Reading and published as required by law. Motion seconded by Mr. Kalajian and upon roll call Mr. Kalajian, Mr. Anderson, Mr. Walker, Mayor Case, Mr. Proctor, Mr. Wayne vote-YES; Mr. Caffrey votes-NO. Motion carried by majority vote.

5/23/78

DISTRICT COUNCIL 79, AFSCME, AFL-CIO, BEGIN NEGOTIATION, APPROVAL OF

Mr. Rieth requested approval of Council to begin negotiations with District Council 79, AFSCME, AFL-CIO and the authority to instruct the City Attorney to proceed with contract negotiations. A negotiation committee has been established consisting of Mr. Rieth, Assistant City Attorney Jack McGill, Personnel Director Lucille Doeble, and Finance Director Wilburn Kern. All negotiations will be conducted by written presentations.

Mr. Wayne moved that the City Manager be authorized to contact the City Attorney's office and request they begin the negotiations with the Union Negotiation Committee. Motion seconded by Mr. Kalajian and passed by unanimous vote.

LISBON AND SERATA STREET, REPAVING

Mr. Rieth spoke of the proposed resurfacing of Lisbon and Serata Streets. He advised Council that resurfacing of these streets would provide a suitable surface for the residents at a much lower cost to the City than the complete repaving as proposed in 1974. Funds are available in this Fiscal Year budget.

Mr. Wayne moved that Council authorize the Director of Public Works to proceed with the resurfacing of Lisbon and Serata streets. Motion seconded by Mr. Anderson and carried by majority vote.

SEWAGE FORCE MAIN EXTENSION, REJECTION OF BIDS, ACCOMPLISH IN-HOUSE

The bids received on the extension of the sewage force main significantly exceeded the engineering estimates therefore, Mr. Rieth requested Council authorize the rebidding of that portion of the job involving the boring under Highway 41 and doing the remainder of the work by City Utility Department employees.

Mr. Walker moved Council accept the recommendation of Mr. Rieth. Motion seconded by Mr. Kalajian and passed by unanimous vote.

STORER CABLE TV, CERTIFICATION OF REVENUE

Mr. Kern advised he has received a certification of revenue from Coopers and Lybrand Accountants, of the revenue of Storer Cable TV for the year. This certification agrees with the gross revenue previously reported by Storer Cable TV and upon which they have paid the 5 percent to the city.

SWIMMING POOL, DIVING BOARD, DISAPPROVAL OF PURCHASE

Mr. Walker brings to the attention of Council the need for an Olympic Diving Board at the school Swimming Pool. This board to be used by the school during the school term and the public during the period when school is not in session. The cost is \$600 of which the County has agreed to pay \$275. Mr. Walker requests the Council approve paying the balance of \$325.

Mr. Rieth explained that the Recreation Center, including the Swimming Pool, is under the terms of the Interlocal Recreation Agreement wherein all responsibility belongs to the County. He feels authorizing an exception such as this, would weaken the Interlocal Agreement.

Mr. Walker moved that Council approve an expenditure of \$325 to match the funds of the School Board to place an Olympic Diving Board at the Swimming Pool. Motion seconded by Mr. Wayne. Motion failed by majority vote.

AUDIENCE PARTICIPATION

Mr. Edward Littlehales, 448 Baynard Drive appeared before Council stating that he represents the Golden Beach Associates, Inc., and urged Council not to issue a building permit to the McArthur Beach Bath and Racquet Club for a parking lot to be placed on the gulf beachfront. The Golden Beach Association, Inc., own beachfront property less than 300 feet south of the McArthur property on which they spend a considerable amount of money and time to maintain. To allow the construction of a parking lot along neighborhood beachfront property would be a travesty continued Mr. Littlehales.

MINUTES OF A WAIVER OF NOTICE MEETING
CITY COUNCIL, CITY OF VENICE, FLORIDA

JULY 3, 1980

July 3, 1980

WAIVER OF NOTICE

Pursuant to provisions of Rule 1.03b, Rules of Procedure City Council, as adopted by Ordinance No. 733-78, we the undersigned, being members of the City Council, City of Venice, Florida, do hereby waive all requirements of time, notice and purpose of a special meeting to be held in Council Chambers, City Hall, 401 W. Venice Avenue, Venice, Florida, on Thursday, July 3, 1980 at 4:00 P.M., for the purpose of discussing the Dual Taxation issue.

S/ Harry E. Case
Mayor

S/ Robert L. Anderson
Councilman

S/ Eugene I. Caffrey
Councilman

S/ William V. Gibson
Councilman

S/ Wm. Frank Proctor
Councilman

Pursuant to the above Notice, a Waiver of Notice Meeting of the City Council, City of Venice, was held in City Hall on Thursday, July 3, 1980 at 4:00 P.M. with the following elected officials present: Mayor Harry E. Case; Councilmen: Robert L. Anderson, Eugene I. Caffrey, William V. Gibson and Wm. Frank Proctor. Members Absent: Councilmen John L. Kalajian and Lucie Grey.

Also Present: City Manager Dale E. Rieth, Finance Director W. H. Kern, City Clerk S. Albee, Jr., and Attorney Wayne Hall from Mr. Wheeler's firm.

WITHDRAWAL FROM DUAL TAXATION SUIT, STREET IMPROVEMENT PROPOSAL
TO INCLUDE, COUNCIL DELAYS ACCEPTANCE OF

Mayor Case stated meeting was called to obtain Council's direction on possibility of withdrawing from dual taxation litigation, and entering into an interlocal agreement with the county, stipulating that county immediately take over certain roads and streets which City is state-mandated to improve before relinquishing them to county. Cost for improvements will be in neighborhood of \$100,700, and must be completed by City by 1982, when County assumes maintenance. Proposal is that county will bring the streets up to standard at their expense, and maintain them from now on.

WITHDRAWAL FROM DUAL TAXATION SUIT, STREET IMPROVEMENT PROPOSAL
TO INCLUDE, COUNCIL DELAYS ACCEPTANCE OF (Continued)

Streets, as designated by the state, include East Venice Avenue from Bypass 41 east to the city limits; Beach Road from Harbor Drive across Airport Avenue and up Avenida del Circo to the Trail; total length of Harbor Drive to Bayshore Drive; Park Blvd. from Alhambra to Apalachicola; Gulf Street from Harbor Drive west; Venice Byway from Bypass 41 north to city limits. (Some sections are in county). Mr. Rieth said the 6 2/3 miles of streets represent an excess of 10% of all the streets in the City.

Mr. Anderson questioned what assurance City had that county would make the improvements, even if an interlocal agreement was signed. Mr. Rieth said there was no assurance, but responsibility to State would then lie with the County. Proposal would be an extension of the recreation agreement with the county, and came about as result of exploration with county to seek possible settlement.

Mr. Hall said while he was in favor of some kind of settlement, he did not think City should withdraw from the law suit until the ink is dry on a duly adopted and approved settlement, which he thought impossible before trial begins on 8-7-80. County's attorneys might bring up factors that would preclude agreement.

Mr. Hall said if trial proceeded without Venice, City might find itself in position of not being able to catch up, or share as fully in the rewards. If Council is inclined toward settlement, it can probably get a better one a month from now. Mr. Hall said he believed Judge Hall probably will enter some order that is favorable to the cities, and probably it will be appealed, but City will be in a stronger bargaining position. He said he thought the report from the Mayor and Mr. Rieth was good news, the first positive sign from the county, but he hoped Council would not overreact in haste at first glimmer of hope.

During discussion, Council's objections centered on timing, reliability of the County Commission, and size of settlement. Mayor Case said if Council felt timing was bad, the proposal might be just as viable a month from now. Mr. Rieth said he thought if Judge's decision was favorable to cities, Venice would still be able to get its slice of the pie. Mr. Hall agreed City probably would get a residual benefit of whatever relief comes out of the suit, but it becomes a complex question.

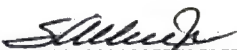
Mr. Anderson moved to take no action on the proposal until after the first ruling is made by the Judge at the coming trial. Motion seconded by Mr. Caffrey.

Roll Call vote was taken with Mr. Anderson voting YES; Mr. Caffrey, YES; Mr. Proctor, YES; Mr. Gibson, YES; Mayor Case, NO. Motion carried.

ADJOURNMENT

Mr. Gibson moved to adjourn. Motion seconded by Mr. Anderson. Mayor Case adjourned the meeting at 5:00 P.M.

ATTEST:



City Clerk



Mayor, City of Venice