

# Appendix A



**AMENDED AND RESTATED  
JOINT PLANNING AND  
INTERLOCAL SERVICE BOUNDARY AGREEMENT  
BETWEEN  
THE CITY OF VENICE AND  
SARASOTA COUNTY**

This Amended and Restated Joint Planning and Interlocal Service Boundary Agreement (the "Agreement") is made and entered into this 26<sup>th</sup> day of October, 2010, by and between the City of Venice, a municipal corporation organized and existing under the laws of the State of Florida (the "City") and Sarasota County, a charter county and political subdivision of the State of Florida (the "County").

WHEREAS, in January 2007, the City and the County entered into a Joint Planning and Interlocal Service Boundary Agreement; and

WHEREAS, in December 2008, the Joint Planning and Interlocal Service Boundary Agreement was amended by the City and the County; and

WHEREAS, the City and the County desire to amend and restate the Joint Planning and Interlocal Service Boundary Agreement to eliminate certain Potential Annexation Areas, update the maximum densities in the Potential Annexation Areas in a manner consistent with the City's EAR-based amendments to its comprehensive plan, limit the City's ability to annex in a manner that creates enclaves, and to require that annexed areas be compact; and

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses Home Rule powers as a Charter County pursuant to Article

VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation and joint planning; and

WHEREAS, the Municipal Annexation Or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint, planning areas, especially for the purpose of annexation; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, ensure protection of natural resources and to agree on certain procedures for the timely

review and processing of development proposals within those areas; and

WHEREAS, the City and the County wish to identify lands within the existing City limits which will be subject to certain procedures and substantive standards during the development review process undertaken by the City; and

WHEREAS, the City and the County wish to identify lands within the unincorporated area of the County which will be subject to certain procedures and substantive standards during the development review process undertaken by the County; and

WHEREAS, the extension of City and County facilities and services can only be provided in prioritized phases if the process and timing of annexation and development review processes for certain designated areas of the City and County are clearly identified and jointly agreed upon in advance of the City and County capital planning, commitment, and expenditure; and

WHEREAS, Subsection 163.3171(3), Florida Statutes, provides for the adoption of joint planning agreements to allow counties and municipalities to exercise jointly the powers granted under the Act; and

WHEREAS, the agreement of the County to waive its rights to contest future annexations within a defined geographic area, pursuant to the conditions provided herein, and refrain from proposing or promoting any Charter amendment that negates the terms and conditions of this Agreement is a material inducement to the City to enter into this Agreement; and

WHEREAS, the agreement of the City to undertake annexation and joint planning efforts in a manner that is coordinated with the County is a material inducement to the County to enter into this Agreement; and

WHEREAS, the City Council of the City, after consultation with its staff, has determined

that the lands included in the Joint Planning Area described herein may be necessary to reasonably accommodate urban growth projected in the City during the term of this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties, as evidenced by numerous existing Interlocal Agreements; and

WHEREAS, the elected officials of the City and the County have met and negotiated in good faith to resolve issues relating to annexation and joint planning and wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution, the Sarasota County Home Rule Charter, the City of Venice Charter, and Chapters, 125, 163, 166 and 171, Florida Statutes (2009).

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into this Agreement as if fully set forth herein.
2. Establishment of Joint Planning Area. To establish the means and process by which future annexations and planning activities will be accomplished, the City and the County (the "Parties") hereby establish a Joint Planning Area (JPA), depicted in Exhibit "A," attached hereto and incorporated herein by this reference. All areas specifically delineated, mapped and referenced in the legend on Exhibit A are within the JPA.
3. Limitation on Future Annexations by the City.

- A. The City will not annex any lands other than those designated as Potential Annexation Areas on Exhibit A hereto during the term of this Agreement. Potential Annexation Areas consist of land likely to be developed for urban purposes under the term of this Agreement and which are therefore appropriate for annexation by the City. Notwithstanding this provision, the County agrees that the City may annex enclaves, as defined in Chapter 171, Florida Statutes, in existence on the date of this Agreement.
- B. The City and County agree that the City shall provide notice to the County within twenty (20) days of receipt of any petition to annex properties within the JPA and include a report confirming consistency of the City's planned service delivery with the terms of this Agreement.
4. County Consent to Annexations by the City. If the annexation ordinances of the City are adopted under the conditions set forth in this Agreement, the County will not challenge, administratively, judicially, or otherwise, any annexations by the City that annex lands within the Potential Annexation Areas unless the annexed property is not contiguous, as defined in Chapter 171, Florida Statutes, to a City boundary, not compact, or cannot be adequately and reasonably served by police and fire services, or is inconsistent with this Agreement.
5. Annexation of Lands Within the JPA: The City may annex lands within the JPA set forth in Exhibit A in accordance with this Agreement upon adoption of the comprehensive plan amendments required to implement this Agreement and upon the City's receipt of a petition for annexation from the persons who own the property proposed to be annexed and the property is contiguous, as defined in Chapter 171, Florida Statutes, to the

municipal boundaries of the city and the area to be annexed is compact. In addition, the City agrees that it will not create new or expanded enclaves within Potential Annexation Areas.

6. Land Use, Infrastructure and Environmental Agreements for Potential Annexation Areas.

A. Process for Incorporating Potential Annexation Areas into City Comprehensive Plan. Future land uses are identified herein and agreed to by the City and County

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for each of the areas within the Potential Annexation Areas set forth on Exhibit A.

These future land uses were examined during the City's comprehensive plan update pursuant to the Evaluation and Appraisal Report. During the process to update the comprehensive plan, the City and County agreed on future land use categories for the specific lands in each of the joint planning areas identified below as Potential Annexation Areas. The City adopted the future land uses as an overlay to its comprehensive plan. Specific policies addressing allocations of acreage, density, and intensity of development have been included for each future land use category set forth in Exhibit B. Once in effect, the overlay will serve to govern any future land use map amendments occurring after annexation. Prior to annexation, the County will not revise its future land uses to redesignate any Potential Annexation Area parcels to a use incompatible with the designations set forth in this Agreement or the overlay. The County is under no obligation to change the land use designations for any parcel designated as a Potential Annexation Area and in the event of a change in the land use will apply the land use category which most closely meets the requirements set forth in Paragraph B, below.

B. Agreements on parcels. The matrix set forth as Exhibit B and the following provisions are applicable to the land uses, water and sewer provider, timing of likely infrastructure availability, transportation improvements and environmental considerations of the areas within the JPA whether they are annexed by the City or are developed within the unincorporated area of the County:

- (1) Area 1 — Rustic Road Neighborhood: The land use adopted in the Venice Comprehensive Plan for Subarea 1 (area abutting I-75 and extending approximately 0.73 mile northward and approximately 0.60 mile eastward of the intersection of I-75 and Cow Pen Slough) is 5 to 9 units per acre, calculated on a gross area basis. The land use adopted for Subarea 2 (area abutting Knights Trail Road and extending approximately 0.75 mile westward of Knights Trail Road) is up to 5 units per acre. Up to 50% of the acreage in Area 1 will be allowable for nonresidential (retail, office space, industrial and manufacturing) uses. The total square footage of non-residential uses allowed in this area shall not exceed a floor area ratio (FAR) of 2.0. Development shall be served by City water and sewer. The Party with jurisdiction over the development application will require transportation improvements to the intersection of Knight's Trail and Rustic Lane to meet County standards and to be provided by the developer.
- (2) Area 2A: - Auburn Road to I-75 Neighborhood: The land use adopted in the Venice Comprehensive Plan for this area is a maximum of 3 units per acre, calculated on a gross acreage basis. Up to 10% of the acreage in Area 2 will be allowable for accessory nonresidential (retail, office, and commercial) uses.

The square footage of the accessory nonresidential uses allowed in this Area shall not exceed a 0.25 FAR. Development shall be served by City water and sewer.

- (3) Area 2B- 1-75 to Jacaranda Boulevard: The land use adopted in the Venice Comprehensive Plan for Subarea 1 (north of Ewing Drive) is a maximum of 9 units per acre, calculated on a gross acreage basis. The land use adopted for Subarea 2 (south of Ewing Drive and north of Curry Creek) is 13 units per acre, calculated on a gross acreage basis. The land use adopted for Subarea 3 (south of Curry Creek) is 18 units per acre, calculated on a gross acreage basis. Up to 50% of the acreage in this sector will be allowable for nonresidential (retail, office space, industrial and manufacturing) uses. The total square footage of nonresidential uses allowed in this Area shall not exceed a 2.0 FAR.

Development shall be served by City water and County sewer. The Party with jurisdiction over the development application shall require that right of way be dedicated by the developer for improvements to Jacaranda Boulevard and be completed with appropriate contributions from the developer consistent with the standards in the County's land development regulations.

- (4) Area 3 — Border Road to Myakka River Neighborhood: The land use adopted in the Venice Comprehensive Plan for Subarea 1 (west of North Jackson Road) is a maximum of 5 units per acre, calculated on a gross area basis. The land use adopted for Subarea 2 (east of North Jackson Road) is a maximum of 3 units per acre, calculated on a gross area basis. Development shall be served by City

water and County sewer. The Party with jurisdiction over the development application shall require that transportation improvements including the extension of Jackson Road from Border Road to Laurel Road as a two-lane facility will be required to be provided by the developer consistent with the standards in the County's land development regulations. The City will support the acquisition of conservation interests in properties along the Myakka River, or where they are not acquired, require a Conservation Easement for annexed properties along the Myakka River.

- (5) Area 4 — South Venice Avenue Neighborhood: The land use adopted in the Venice Comprehensive Plan for this Area is a maximum of 7 units per acre, calculated on a gross acreage basis. Up to 33% of the acreage will be allowable for nonresidential (retail, office and commercial) uses. The square footage of nonresidential uses allowed in this Area shall not exceed a 1.5 FAR. Development shall be served by City water and sewer. Interconnections between City and County water and sewer facilities shall be evaluated. The Party with jurisdiction over the development application shall require necessary transportation improvements including a neighborhood roadway interconnection to Hatchett Creek Boulevard to be provided by the developer.

- (6) Area 5 — Laurel Road Mixed Use Neighborhood: The land use adopted in the Venice Comprehensive Plan for this Area is a maximum of 8 units per acre, calculated on a gross acreage basis. For Subarea 1 (north of the proposed connection between Laurel Road and the proposed Honore Avenue extension),

up to 33% nonresidential acreage shall be allowed.. For Subarea 2 (south of the proposed connection between Laurel Road and the proposed Honore Avenue extension), up to 50% nonresidential acreage shall be allowed. For Subarea 3 (south of Laurel Road), up to 100% nonresidential acreage is allowed. The square footage of nonresidential uses allowed for each subarea shall not exceed a 2.0 FAR. Development shall be served by County water and sewer. The Party with jurisdiction over the development application shall require that transportation improvements shall be consistent with the proposed Pinebrook/ Honore Road Extension alignment as depicted on the County thoroughfare plan and be constructed with appropriate contributions from the developer consistent with the County's land development regulations.

- (7) Area 6 — Pinebrook Road Neighborhood: The land use adopted in the Venice Comprehensive Plan for this Area is a maximum of 3 units per acre, calculated on a gross acreage basis. Nonresidential uses shall not be permitted in this Area. Development shall be served by City water and sewer. The Party with jurisdiction over the development application shall require dedication of right of way for future four-laning of Pinebrook Road if the City and County agree that such an improvement is necessary. The improvement shall be constructed, with appropriate contributions from the developer, consistent with the standards in the County land development regulations.
- (8) Area 7 — Auburn Road Neighborhood: The land use adopted in the Venice Comprehensive Plan for this Area is a maximum of 5 units per acre.

Nonresidential uses shall not be permitted in this Area. Development shall be served by City water and sewer.

- (9) Area 8 — Gulf Coast Boulevard Neighborhood: The maximum residential density adopted in the Venice Comprehensive Plan for this Area shall not exceed 3.5 units per acre, calculated on a gross acreage basis. Development shall be served by City water and sewer.

7. Intergovernmental Review and Coordination.

- A. Coordination of Developments of Extrajurisdictional Impacts. The City and County agree that the impacts of certain development, herein referred to as Developments of Extrajurisdictional Impacts, in close proximity to the municipal boundaries of the City, whether within the City limits or in the unincorporated area of the County, require close coordination between the Parties in order to assure the orderly and efficient provision of public facilities and services and compatibility of land uses.
- B. Developments of Extrajurisdictional Impact, defined. "Development of Extrajurisdictional Impact" shall have the following meaning: any development within the Joint Planning Area set forth on Exhibit A hereto that either results in the creation of more than-twenty-five (25) dwelling units or 25,000 square feet of non-residential building area or the consumption of five percent (5%) of the remaining, available capacity of an affected roadway.
- C. Coordination of County Planning Activity. The County will give the City Planning Director, or designee, written notice of the following matters or applications that relate to Developments of Extrajurisdictional Impacts, as defined above, located

within the unincorporated area of the County depicted on Exhibit A hereto:

- (1) Comprehensive Plan Amendments;
- (2) Rezonings; or
- (3) Special exceptions.

D. Development Proposals within the City's Jurisdiction. The City will give the County Planning Director, or designee, written notice of the following matters or applications that relate to Developments of Extrajurisdictional Impacts, as defined above, located within the municipal boundaries of the City depicted on Exhibit A hereto:

- (1) Comprehensive Plan Amendments;
- (2) Rezonings; or
- (3) Special exceptions.

E. Process for Coordination of Developments of Extrajurisdictional Impacts. The Parties will adhere to the following process in order to facilitate intergovernmental coordination regarding Developments of Extrajurisdictional Impact:

- (1) Not later than thirty (30) days after receiving the application, and in no event less than thirty (30) days prior to any public hearing on a proposed Development of Extrajurisdictional Impact, the Party with approval authority (the "Approving Party") will transmit the application packet for the proposed development, including all back-up material, to the other Party (the "Reviewing Party").
  - a. The Approving Party will transmit any substantive changes to the application packet made during the review process to the Reviewing

Party within five (5) business days of its receipt by the Approving Party.

- b. The Reviewing Party will transmit comments within twenty (20) working days of receipt of the item(s) listed in subparagraphs C. 1, 2, and 3, and D.1, 2, and 3, above. If the Reviewing Party does not respond in writing within twenty (20) working days, then it is deemed to have no recommended conditions for inclusion in the comprehensive plan amendment, rezoning, or special exception.
- c. The Parties agree to take reasonable steps to facilitate the review process set forth herein.

② Agreement to Incorporate Conditions.

- a. The City's recommendation to the City Planning Commission and City Council to approve, approve with conditions, or deny a proposed Development of Extrajurisdictional Impact will set forth all County-proposed stipulations that are based on adopted County standards, neighborhood and community plans, industry standards, or common agreement between the City and County.
- b. The County's recommendation to the County Planning Commission and County Commission to approve, approve with conditions, or deny a proposed Development of Extrajurisdictional Impact will set forth all City-proposed stipulations that are based on adopted City standards, neighborhood and community plans, industry standards, or common agreement between the City and

County.

F. Approval of Reviewing Party Not Required.

Notwithstanding the provisions set forth in Section 7. E. (2) hereof, unless otherwise specified herein in Paragraphs 6 and 10, the Parties will not construe any provision of this Agreement to require:

- (1) City approval of the County's planning activities or of Developments of Extrajurisdictional Impact within the unincorporated area of the County; or
- (2) County approval of the City's planning activities, or of Developments of Extrajurisdictional Impact within municipal boundaries of the City.

8. Areas of Infrastructure Coordination: Within the JPA as designated on Exhibit A hereto, the Parties agree to coordinate and cooperate with each other to ensure the efficient provision of infrastructure within these areas and will endeavor to achieve parity in the location of public facilities and services. The Parties will investigate possible system interconnections, co-location of facilities and joint financing and construction of regional infrastructure.

9. Alternative Dispute Resolution.

A. The Parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this Section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

B. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary

injunction, or otherwise to preserve a legal or equitable right, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

- C. After transmittal and receipt of a notice specifying the areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.
- D. If discussions between the Parties fail to resolve the dispute within sixty (60) days of the notice describe in subparagraph A, above, the Parties shall appoint a mutually acceptable neutral third Party to act as a mediator. If the Parties are unable to agree upon a mediator, the City Shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sarasota County, Florida. The mediation contemplated by this Section is intended to be an informal and non- adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.
- E. If the Parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either Party may terminate the settlement discussions

by written notice to the other Party.

F. Either Party must initiate litigation or move to end the abatement specified in Paragraph B, above, within thirty (30) days of the notice terminating the settlement discussions or such action is barred. Resolution by failure to initiate litigation shall not be considered to be acceptance of the interpretation, position or performance of the other Party in any future dispute.

G. The Parties agree that this dispute resolution procedure satisfies the requirements of Chapter 164, Florida Statutes.

10. Agreement on Additional Substantive Standards and Issues:

In addition to the matters set forth above, the Parties agree to the following additional substantive standards and issues:

A. Each party agrees that as a part of its review of development applications within the Joint Planning Areas set forth in Exhibit A it will apply its own comprehensive plan policies, land development regulations and methodologies to assess the impacts on the public facilities for which it is financially responsible. In addition, the application will be provided to the other party which will conduct a concurrency review based on its comprehensive plan policies, land development regulations and methodologies to address impacts to public facilities which are its financial responsibility. Any concurrency approval will incorporate the results of both reviews.

B. Right of way for roadways that are designated as future thoroughfares shall be dedicated to the City or the County or their respective designees, as applicable, and construction and maintenance responsibilities for the roadways will be assigned to development interests unless otherwise mutually agreed by the Parties.

- C. Any development authorized by the County within an enclave shall be conditioned upon a requirement that development shall connect to City utilities as they become available.
- D. The Parties will evaluate regional water supply sources, interconnections and joint storage facility locations.
- E. The Parties will support protection of the Myakka River corridor through the implementation of the Myakka Wild and Scenic River Management Plan and will prohibit new or increased access of motorized watercraft to the River within the Joint Planning Areas set forth in Exhibit A. Buffers for new developments within the Myakka River Protection Zone shall be a minimum of two hundred twenty (220) feet.
- F. The City commits to continue to participate in development and implementation of the Habitat Conservation Plan with the County.
- G. The Parties agree that the County's Manatee Protection Plan requirements shall apply to the areas of the Myakka River located within the Joint Planning Areas set forth in Exhibit A.
- H. The City agrees to enforce any lawful conditions imposed by the County in conjunction with the issuance of land use and development permits within an annexation area unless and until such conditions are modified, changed and/or deleted through the City's comprehensive plan and land development regulations. The County will serve a consultative role to provide assistance in enforcement action if requested by the City.
- I. The City agrees to use the County land use compatibility principles during the review of each zoning petition for any parcel located within the Joint Planning

Areas set forth on Exhibit A and on properties within the City adjoining such areas.

Within the Coordination and Cooperation Areas set forth on Exhibit A, the County agrees not to revise its future land uses prior to confirmation of compatibility by the City. The land use compatibility reviews referenced above shall include an evaluation of land use density, intensity, character or type of use proposed, and an evaluation of site and architectural mitigation design techniques. Potential incompatibility shall be mitigated through techniques including, but not limited to: (i) providing open space, perimeter buffers, landscaping and berms; (ii) screening of sources of light, noise, mechanical equipment, refuse areas, delivery areas and storage areas; (iii) locating road access to minimize adverse impacts, increased building setbacks, step-down in building heights; and (iv) increasing lot sizes and lower density or intensity of land use.

- J. The Parties agree to undertake a review and evaluation of operational and maintenance responsibilities of transportation facilities located within City limits.
- K. The Parties agree to cooperate on the preparation and implementation of any neighborhood or community plans within the areas subject to this Agreement.
- L. The Parties agree to establish and maintain wildlife corridors and coordinate with the state and federal wildlife agencies when reviewing development proposals within the Joint Planning Areas set forth in Exhibit A.
- M. In the event that any modifications to permits of the Southwest Florida Water Management District are necessary to reflect changes in the entity responsible for managing surface water under such permits as a result of annexation, the Parties agree to jointly pursue such amendment within thirty (30) days of the annexation.

N. For purposes of this Agreement, "Conservation" includes, but is not limited to, wetland and upland habitat protection and management, establishing and maintaining habitat and wildlife corridors, establishing and maintaining environmental buffers, and providing for limited improvements to facilitate passive recreation. Conservation areas shall be designated on master, preliminary and final plans (or their equivalent), and site development plans, and shall be protected in perpetuity.

11. Other Rights and Agreements.

A. Other Rights. Nothing in this Agreement precludes either the City or the County from exercising its rights pursuant to Chapters 380, Florida Statutes, to challenge any regional impact development order.

B. Other Contemporaneous Agreements. The Parties do not intend for this Agreement to amend, modify, supersede, or terminate any other agreement between the City and County in effect as of January 9, 2007.

12. Notice to Parties.

All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:

Sarasota County  
Attn: County Administrator  
1660 Ringling Blvd.  
Sarasota, FL 34236

If to the City:

City of Venice  
Attn: City Manager  
401 West Venice Avenue  
Venice, FL 34285

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

13. Discharge.

This Agreement is solely for the benefit of the City and the County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

14. Validity of Agreement.

The City and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right or defense based on a claim of illegality, invalidity, or unenforceability of any nature. The City hereby represents, warrants and covenants to and with the County that this Agreement has been validly approved by the Venice City Council at a public hearing of the Venice City Council held pursuant to the provisions of Section 163.3171(3), Florida Statutes, and Chapter 171, Part II, Florida Statutes, that it has been fully executed and delivered by the City, that it constitutes a legal, valid and binding

contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers. The County hereby represents, warrants and covenants to and with the City that this Agreement has been validly approved by the Sarasota County Board of County Commissioners at a public hearing of the Board held pursuant to the provisions of Section 163.3171(3), Florida Statutes, that it has been duly executed and delivered by the County, that it constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

15. Enforcement.

This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance.

16. Covenant to Enforce.

If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby covenanting with the other Party not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

17. Term and Review.

A. Original Term. This Agreement shall take effect upon its filing with the Clerk of the Circuit Court of Sarasota County and, unless amended or extended in accordance with

its terms, shall expire on June 30, 2032.

B. Extension: This Agreement shall be automatically extended past the original term for one additional ten (10) year term unless either the City or the County, as the case may be, delivers a notice of non-renewal to the other Party at least one hundred eighty (180) days prior to the expiration of the original term of this Agreement. If it is extended for an additional ten (10) year term, this Agreement shall be automatically extended for one additional five (5) year term unless either the City of the County, as the case may be, delivers a notice of non-renewal to the other Party at least one hundred eighty (180) days prior to the expiration of the ten (10) year extension. A Party delivering such a notice of non-renewal as aforesaid may, in such Party's sole discretion, revoke such notice of non-renewal at any time prior to the expiration date of the original term or any extended term of this Agreement.

C. Review. During the comprehensive plan Evaluation and Appraisal Report review process required by Chapter 163, Florida Statutes, each Party will review the terms of this Agreement and consider amendments, as necessary.

D. If the law does not allow this Agreement to have the term set forth above, then the term shall be twenty (20) years or the maximum term of years allowed by law, whichever is greater, and at least eighteen (18) months before the expiration of the twenty (20) year term the Parties agree to commence negotiations for another interlocal agreement to govern the matters addressed in this Agreement.

18. 19. Amendment. Amendments may be proffered by either Party at any time.

Proposed amendments shall be in writing and must be approved by a majority of the boards of both Parties or shall be considered not adopted.

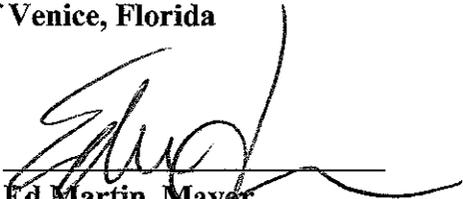
19. Future Charter Amendments: The Parties agree that in the event the Sarasota County Charter is amended to require a joint planning agreement or similar agreement as a condition for future annexations or to otherwise provide restrictions or conditions on planning, design or regulatory functions and prerogatives currently within the authority of municipalities located in Sarasota County, that this Agreement shall constitute full compliance with such a requirement. The County agrees to provide the City with notice and an opportunity to provide charter amendment language sufficient to accomplish this purpose. During the term of this Agreement, Sarasota County shall not propose or adopt any charter amendment that negates the terms and conditions of this Agreement.
20. Subsequent Legislative Enactments. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement wherever such terms are more stringent than those subsequently enacted by the Legislature.
20. Miscellaneous.
- A. Entire Agreement. Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.
- B. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit of Florida, in and for Sarasota County, Florida.

C. Compliance with Chapter 171, Part H, Florida Statutes. The Parties agree that this Agreement also meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties agree that pursuant to Section 171.204, Florida Statutes, the restrictions on the character of land that may be annexed pursuant to Chapter 171, Part I, Florida Statutes, shall not be restrictions on land that may be annexed in accordance with this Agreement provided that such land is contiguous, urban in character, and compact and otherwise meets the terms and conditions of this Agreement.

21. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

**IN WITNESS WHEREOF**, the CITY OF VENICE, FLORIDA has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk pursuant to the Authorization of the Venice City Council, and SARASOTA COUNTY, FLORIDA has caused this Agreement to be executed by its Chair and affixed its official seal, attested by its Clerk, pursuant to the authorization of the Board of County Commissioners, on the day and year indicated below.

City Council  
City of Venice, Florida

By:   
Ed Martin, Mayor

**ATTEST:**

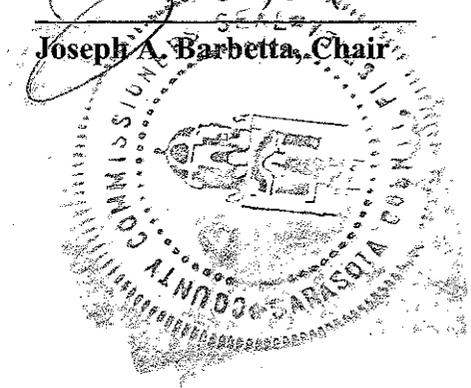
  
Lori Stelzer, City Clerk

**Approved as to form and Execution:**

By:   
Robert C. Anderson, Attorney for  
the City of Venice, Florida

**Board of County Commissioners  
Sarasota County, Florida**

By:   
**Joseph A. Barbetta, Chair**

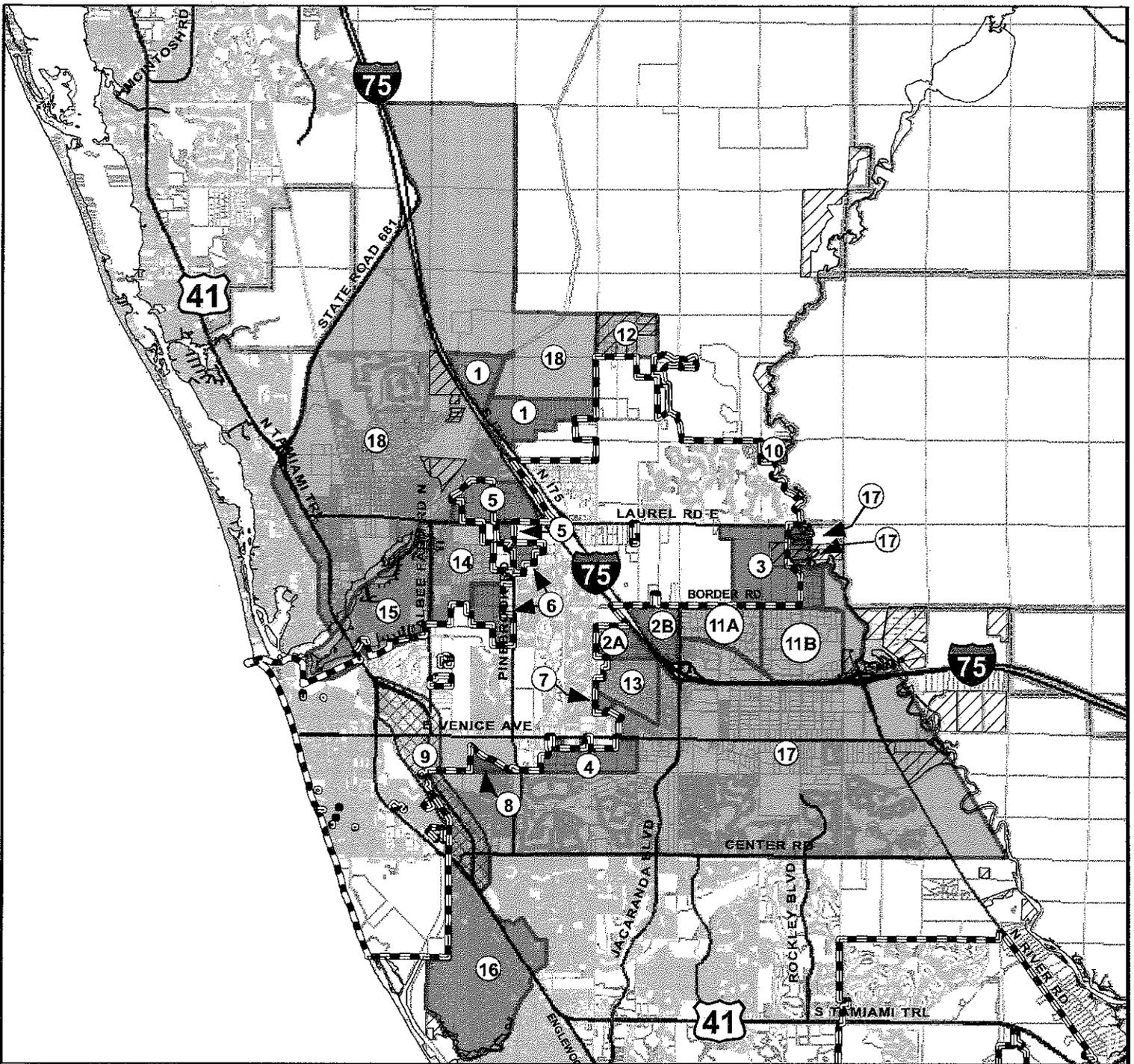


**ATTEST:**

  
**Deputy Clerk**

**Approved as to form and Execution:**

By:   
**County Attorney**



# JOINT PLANNING AREA

## Legend

-  POTENTIAL ANNEXATION AREAS
-  POTENTIAL COORDINATION/COOPERATION AREA (NO ANNEXATION)
-  EXISTING JOINT PLANNING STUDY
-  ESLPP PROTECTION PRIORITY SITE

NOTE: Area 6 clarification arrow added 5/20/08; additional clarifications made October 2010: four areas (former areas 4, 9A, 9B and 10) deleted from Potential Annexation Area (Green Areas) and added to Potential Coordination/Cooperation (Blue Areas as areas 10, 11A, 11B and 12 [all other areas renumbered accordingly]).

## EXHIBIT A

(to the Agreement)

PREPARED BY SARASOTA COUNTY  
PLANNING AND DEVELOPMENT SERVICES  
PLANNING SERVICES - GIS  
OCTOBER 2010



Exhibit B

City of Venice -Sarasota County  
Joint Planning Agreement Matrix

POTENTIAL ANNEXATION AREAS (Green Areas on Exhibit A)							
Location	Approx. Acreage	Existing County Future Land Use	Maximum Allowable Density per City of Venice Comprehensive Plan (Adopted 2010)	Transportation	Water and Sewer	Environmental	Timing of Infrastructure Availability (Years)
#1 (Rustic Road)	489	County Semi-Rural	Subarea 1: 5 to 9 d.u./ac. Subarea 2: 5 d.u./ac. 3 d.u./ac.	Intersection Improvements on Knight's Trail  No issues identified	City Water and Sewer	No issues identified	6 - 15
#2A (Auburn Road to I-75)	176	County Moderate Density Residential			West of I-75, City Water and Sewer	No issues identified	1 - 10
#2B (I-75 to Jacaranda Boulevard)	175	County Semi-Rural, Commercial	Subarea 1: 9 d.u./ac. Subarea 2: 13 d.u./ac. Subarea 3: 18 d.u./ac.	Require ROW Dedication for Jacaranda Blvd.	East of I-75, City Water and County Sewer	No issues identified	1 - 10
#3 (Border Road to Myakka River)	629	County Semi-Rural	Subarea 1: 5 d.u./ac. Subarea 2: 3 d.u./ac.	Extend Jackson Road from Border Road to Laurel Road as two-lane facility	City Water and County Sewer	City will support purchase or require conservation easement along River	6 - 20
#4 (South Venice Avenue)	239	Commercial, Medium Density Residential	7 d.u./ac.	Potential Neighborhood Roadway Interconnection to Hatchett Creek Road	City Water and Sewer, Evaluate interconnections	No issues identified	1 - 10
#5 (Laurel Road Mixed Use)	296	County Moderate Density Residential, Medium Density Residential, Mixed Use	8 d.u./ac.	Maintain Consistency with Pinebrook / Honore Road Extension	County Water and Sewer	No issues identified	1 - 15

Note: Area 5 and 6 size clarifications made Nov. 12, 2008; additional clarifications made October 2010 include: (1) four areas (former areas 4, 9A, 9B and 10) deleted from Potential Annexation (Green Areas on Exhibit A) and added to Potential Coordination/Cooperation (Blue Areas on Exhibit A) as areas 10, 11A, 11B and 12 with revised utility and environmental commitments; (2) name changes to reflect City of Venice Comprehensive Plan; and (3) revised acreages to reflect approximations.

POTENTIAL ANNEXATION AREAS (Green Areas on Exhibit A)							
Location	Approx. Acreage	Existing County Future Land Use	Maximum Allowable Density per City of Venice Comprehensive Plan (Adopted 2010)	Transportation	Water and Sewer	Environmental	Timing of Infrastructure Availability (Years)
#6 (Pinebrook Road)	232	County Moderate Density Residential	3 d.u./ac.	ROW for future four-laning of Pinebrook. Note: environmental and FCT funding issues with going in after the fact and running road further south. However, there is not a need for improvement given current traffic volumes.	City Water and Sewer	No Issues Identified	1 - 15
#7 (Auburn Road)	25	County Moderate Density Residential	5 d.u./ac.	No Issues Identified	City Water and Sewer	No Issues Identified	1 - 5
#8 (Gulf Coast Boulevard)	33	County Moderate Density Residential	3.5 d.u./ac.	No Issues Identified	City Water and Sewer	No Issues Identified	N/A (existing)

EXISTING JOINT PLANNING STUDY (Red Hatched Areas on Exhibit A)							
Location	Approx. Acreage	Existing County Future Land Use	Maximum Allowable Density per City of Venice Comprehensive Plan (Adopted 2010)	Transportation	Water and Sewer	Environmental	Timing of Infrastructure Availability (Years)
#9 (US 41 Bypass)	732	N/A	N/A	City and County support US 41 Bypass widening	City and County Water and Sewer within each respective jurisdiction	N/A within this JPA	N/A within this JPA

Note: Area 5 and 6 size clarifications made Nov. 12, 2008; additional clarifications made October 2010 include: (1) four areas (former areas 4, 9A, 9B and 10) deleted from Potential Annexation (Green Areas on Exhibit A) and added to Potential Coordination/Cooperation (Blue Areas on Exhibit A) as areas 10, 11A, 11B and 12 with revised utility and environmental commitments; (2) name changes to reflect City of Venice Comprehensive Plan; and (3) revised acreages to reflect approximations.

POTENTIAL COORDINATION / COOPERATION AREA (NO ANNEXATION - Blue Areas on Exhibit A)							
Location	Acreage	Existing County Future Land Use	Expected Continuing County Future Land Uses	Transportation	Water and Sewer	Environmental	Timing of Infrastructure Availability (Years)
#10 (Venice Myakka River)	52	County Rural	Rural	No Issues	County Water and Sewer	City will support conservation easement along River	1 - 5
#11A (Border/Jacaranda Boulevard)	307	County Major Employment Center, Rural	County Major Employment Center, Rural	Maintain Interconnections with Grid Network	County Water and Sewer	No Issues identified	10 - 25
#11B (Border Road/Curry Creek)	551	Rural	Rural	Interconnections with Grid Network; include the extension of Jackson Road	County Water and Sewer	No Issues identified	10 - 25
#12 (Laurel Oaks Road)	250	County Rural	Rural	No Issues identified	County Water and Sewer	City will support	6 - 15
#13 (Venice Acres)	274	Low Density Residential, Medium Density Residential	Low Density Residential, Medium Density Residential	No Issues identified	County Water and Sewer	No Issues identified	6 - 10
#14 (Albee Farm East)	468	Low Density Residential, Moderate Density Residential	Low Density Residential, Moderate Density Residential	No Issues identified	County Water and Sewer	No Issues identified	1 - 10 water, 10 - 20 sewer
#15 (Albee Farm West)	803	Low Density Residential, Moderate Density Residential, Medium Density Residential, Commercial	Low Density Residential, Moderate Density Residential, Medium Density Residential, Commercial	No Issues identified	County Water and Sewer	No Issues identified	1 - 10 water, 10 - 20 sewer
#16 (South Venice)	1241	Moderate Density Residential, Commercial	Moderate Density Residential, Commercial	No Issues identified	County Water and Sewer	Alligator Creek is an impaired water body requiring a basin management action plan. No Issues identified	1 - 10
#17 (East Venice)	7417	Low Density Residential, Moderate Density Residential, Medium Density Residential, Major Employment Center, Office - Multi-Family, Government Use	Low Density Residential, Moderate Density Residential, Medium Density Residential, Major Employment Center, Office - Multi-Family, Government Use	No Issues identified	County Water and Sewer	No Issues identified	unable to determine
#18 (2050 Village)	7518	Low Density Residential, Moderate Density Residential, Medium Density Residential, Commercial	Low Density Residential, Moderate Density Residential, Medium Density Residential, Commercial	No Issues identified	County Water and Sewer	No Issues identified	unable to determine

Note: Area 5 and 6 size clarifications made Nov. 12, 2008; additional clarifications made October 2010 include: (1) four areas (former areas 4, 9A, 9B and 10) deleted from Potential Annexation (Green Areas on Exhibit A) and added to Potential Coordination/Cooperation (Blue Areas on Exhibit A) as areas 10, 11A, 11B and 12 with revised utility and environmental commitments; (2) name changes to reflect City of Venice Comprehensive Plan; and (3) revised acreages to reflect approximations.