

LEGACY PARK MANAGEMENT PLAN



CITY OF VENICE

FCT Project Number 08-024-FF8

Drafted: February 23, 2009

Approved by FCT: February 27, 2009

Revised:

Table of Contents

Introduction.....	2
Purpose.....	3
Natural and Cultural Resources.....	6
Natural Communities.....	6
Restoration.....	8
Feral Animal Program.....	10
Listed Plant Species.....	10
Listed Animal Species.....	12
Inventory of Natural Communities.....	13
Archeological and Historical Resource Protection.....	13
Site Development and Improvement.....	14
Proposed Physical Improvements.....	17
Landscaping.....	20
Parking.....	21
Stormwater Facilities.....	21
Hazard Mitigation.....	22
Education.....	22
Permits, Concessions, Agreements, Easements and Leases.....	23
Management Needs.....	24
Coordinated Management.....	24
Trail Network.....	25
Greenways.....	26
Public Involvement.....	27
Maintenance Activities.....	27
Security.....	28
Staffing.....	28
Cost Estimates and Funding Sources.....	28
Priority Schedule.....	29
Exhibits	
Exhibit A – Location Map	
Exhibit B – Public Lands Map	
Exhibit C – Natural Communities Map	
Exhibit D – Listed Species and Inventory Forms	
Exhibit E – Exotic Pest Council’s List of Florida’s Most Invasive Species	
Exhibit F – Site Master Plan	
Exhibit G – Trail Network Map	
Exhibit H – Greenway Map	
Exhibit I – Grant Award Agreement	
Exhibit J – Interlocal Agreement with Sarasota County	
Exhibit K – Floodplain Map	

Introduction

Legacy Park is located at 395 East Venice Avenue within the City of Venice, Sarasota County. The 10 acre parcel is an abandoned cement plant located east of the Intracoastal Waterway. Hatchett Creek, a natural waterbody, borders the property on the north and east sides. Directly west of the site is the Historic Venice Train Depot and the Rollins Coakley Railroad Park, both owned and operated by Sarasota County. A local developer originally purchased the parcel to develop it as a high density residential condominium. At the time of purchase, the property had several abandoned buildings and garages, both natural and invasive vegetation, and considerable paved impervious surface. An industrial stormwater treatment system and water pits that were used for concrete mixing were also present on site. Since acquisition, many of the buildings and other remnants of the cement plant have been removed.

The Legacy Park parcel provides an opportunity to create a vital park area that provides access to local waterways as well as access to the primary recreational trail systems including the Legacy Trail and the Venetian Waterway Park. The site provides opportunities for a variety of recreational amenities and will harmonize with adjacent park uses.

The project is in a Venice Main Street designated area. The project site is also within the Seaboard Venetian Master Plan area targeted for redevelopment into a vibrant, functional, and sustainable district. The primary transit hub for the Venice area is located directly adjacent to the site, enhancing access to the site.

This is not a phased acquisition project. This is a one time acquisition of one parcel. There is a small in-holding within the property, but upon research conducted after the grant application was submitted, the deed to this parcel states that the ownership transfers to the City of Venice if the Rotary Club (current owner) or the local Boy Scout Troop can not use the parcel. The city continues to research options for the ownership of this small parcel, but the surrounding parcel can be developed without the city owning the small in-holding. The Rotary Club parcel must be used for youth activities, but since the entire surrounding parcel will be used for youth activities, there will not be a conflict of interest. The city has no intention to restrict access to the in-holding.

The City of Venice, through the Trust for Public Lands, is progressing with removal of all non-essential buildings, concrete walls, concrete pits, cement pads, cement, tanks and trash found on the site. This work is proceeding and much of the clean-up work has been completed. All concrete is being crushed and recycled and all steel and other metals are being separated for recycling. Protective measures are in place to insure no siltation of wetland areas along Hatchett Creek.

The project site is adjacent to other publicly owned lands including the Venice Marina Boat Ramp, Venice Historic Train Depot/Bus Transit Terminal, The Legacy Trail/Venetian Waterway Park, and Venice Water Plant. These public facilities can be found on the map in Exhibit F.

Florida Communities Trust will be providing 50% of the purchase cost of the property. This Management Plan is a contract requirement to ensure that the project site will be developed in accordance with the grant award agreement and in furtherance of the purpose of the grant application. The City of Venice has acquired the property with One-Cent Sales Tax funds. One-Cent Sales Tax funds are used for projects that benefit the public. There are no restrictions that the program has on the use of the property other than to benefit the public.

Adjacent land uses include open space, conservation, government use, residential, industrial and commercial. There are no potential conflicts regarding the uses or management of the project site.

Purpose

The management objectives of this land acquisition are:

1. Preserve open space and enhance greenway along the Hatchett Creek and the Intracoastal Waterway.
2. Remove abandoned and blighted industrial buildings and invasive vegetation within the Venice Central redevelopment area.
3. Provide recreational activities for neighboring businesses and residents.
4. Improve water quality and aquatic habitat along Hatchett Creek.
5. Expand the trailhead for The Legacy Trail/Venetian Waterway Park and provide a trailhead for the state circumnavigational trail while providing environmental education.
6. Add a canoe and kayak launch adjacent to the designated blueway trail along the Intracoastal Waterway.
7. Provide parking for facility users, and minimal overflow parking for Legacy Trail and boaters using the adjacent public boat ramp.

The site will become part of a trail system along the Intracoastal Waterway and enhance the blueway from Hatchett Creek adjacent to the Intracoastal Waterway. All current buildings except one will be, or have already been demolished. Most impervious areas will be changed to pervious parking and native vegetation. Most of the existing block walls and pits will be removed. The proposed physical improvements include park amenities and native landscaping, a stormwater pond facility, parking, and restroom facilities.



Existing cement area and future parking

The existing industrial stormwater pond and drainage system will be modified and sized to meet the stormwater needs of the site as determined by civil engineering and to be approved by the Southwest Florida Water Management District. Retention pond shorelines will include appropriate littoral zone vegetation and will serve as a demonstration area for the public. Conversion of the industrial cement plant to open green space will improve water quality in Hatchett Creek and the Intracoastal Waterway. Site amenities will include a canoe and kayak launch on Hatchett Creek, wildlife observation deck along Hatchett Creek, and multi-purpose nature trail that will begin at the sidewalks on Venice Avenue and run the perimeter of the scenic Hatchett Creek, and connect to The Legacy Trail/Venetian Waterway Park. Opportunities exist to connect trails to the existing Rollins Coakley Railroad Park and provide enhanced pedestrian circulation. The completed site will provide picnic pavilions, small compatible playground, horseshoe pit, small band shell, restrooms and native landscaping.

All except one existing building has been demolished. A platform like building has been retained for restrooms, park equipment storage, and possibly working green building demonstration site. One picnic pavilion and at least one two-pole shelter will be constructed.

The project site will be managed only for the conservation, protection, and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site.

Major comprehensive plan objectives that would be furthered by managing the site include:

Conservation Element

Policy 2-1: Directs the city to research techniques for preserving and conserving land and water areas in the city having environmental sensitivity or importance in maintaining ecological balances.

Currently runoff from the industrial site enters directly into the adjacent Hatchett Creek increasing turbidity and sediment in the creek. By acquiring the parcel and improving the property for use as a public park with on-site surface water runoff retention facility and restoring the buffering wetland habitat, the existing turbid and water runoff from the former cement production facility will be diverted and treated prior to infiltration into Hatchett Creek.

Stormwater Management Element

Policy 3-4: Directs city to acquire land suitable for stormwater management.

The stormwater pond on the property will be modified to collect non-point pollution from the project site. If any stormwater piping with inlets are installed, the city will mark the inlets with “No dumping, drains to waterway” markers as part of the city wide inlet marking initiative. This initiative also includes distribution of brochures that have tips for reducing non-point pollution to surrounding businesses and residents.

Conservation Element

Policy 4-2: Directs the City to prevent the introduction and spread of noxious vegetation.

The city will be removing all exotic vegetation from the project site and will prevent it from reoccurring as per Policy 4.2 of the Conservation Element.

Coastal Management Element

Policy 6-2: Directs city to consider acquisition of potential sites for public access to the water and shorelines.

By acquiring the project site, the project furthers Policy 6-2 of the Coastal Management Element, which directs the city to provide sufficient quality and quantity of recreation and open spaces including acquisition and identify opportunities to provide open space to meet population growth.

The Legacy Park site is currently zoned transitional. The property will be rezoned for government use within one year of the acquisition date. The future land use designation will also be amended to recreation and open space.

Any publications, brochures, advertisements, and literature will acknowledge the Florida Communities Trust as a contributing party to acquisition. The literature will also state that the site will be operated as an outdoor recreation area.

Natural and Cultural Resources

Natural Communities

The project site is highly disturbed and contains two FNAI community types (see Exhibit C). Hatchett Creek, the only natural feature on the site, is a tidal stream, and along the edge of the creek is a fringe of tidal swamp in poor condition. The parcel does not contain any unique geological features. All stormwater ponds are manmade, settling pits have concrete on the bottom, and much of the property is paved.

Native vegetation found in the community includes:

cabbage palm	black mangrove	white mangrove
saw palmetto	partridge pea	Chapman's oak
Laurel oak	wax myrtle	leather-leaf fern
whisk fern	pond, coastal willow	lantana
matchhead	Virginia creeper	muscadine grape vine



Hatchett Creek

Because a significant amount of disturbed property that has been sitting abandoned, there is an overabundance of invasive plant species. The species include:

Common Name	Category	Government List
Brazilian pepper tree	Category I	Prohibited by the Florida Dept. of Environmental Protection and noxious weed listed by Florida Dept. of Agriculture and Consumer Services
Rosary pea	Category I	Noxious weed listed by Florida Dept. of Agriculture and Consumer Services
Carrotwood	Category I	Noxious weed listed by Florida Dept. of Agriculture and Consumer Services
Melaleuca	Category I	Prohibited by the Florida Dept. of Environmental Protection, noxious weed listed by Florida Dept. of Agriculture and Consumer Services, and noxious weed listed by the US Dept. of Agriculture
Australian Pine	Category I	Prohibited by the Florida Dept. of Environmental Protection and noxious weed listed by Florida Dept. of Agriculture and Consumer Services
Caesar Weed	Category II	None
Oleander	None	None
Lead Tree	Category II	Noxious weed listed by Florida Dept. of Agriculture and Consumer Services
Schefflera	Category I	None

The Category and Government list comes from the Florida Exotic Pest Plan Council's 2007 List of Invasive Plant Species. The complete list can be found in Exhibit E.

Invasive exotic species are a common problem in Florida. When certain plants are introduced to a new location without the factors like severe seasonal weather, diseases or insect pests that kept them under control in their native range, they can just keep growing and reproducing, out-competing and displacing the native plants and disrupting naturally-balanced native plant communities. This reduction in biodiversity can adversely impact wildlife and alter natural processes such as water flow. Proper management of natural communities includes an aggressive invasive exotic removal and monitoring program to keep the natural communities invasive exotic free.

While Brazilian peppers are found throughout the site, many Brazilian peppers and Australian pines can be found along Hatchett Creek. Some are blocking sunlight thus preventing the mangroves from growing.



Existing Brazilian pepper and Australian pines along the tidal swamp fringe of Hatchett Creek

All natural areas will be minimally disturbed. All vegetation and trees to remain on the site will be clearly flagged. All exotic vegetation on the west and north side of the property along Hatchett Creek will have to be hand removed and treated by a certified technician. It is expected that exotic removal will occur within three years of the approval of this management plan. Revegetation with native and/or Florida friendly species will take place immediately after exotic removal to discourage the redevelopment of invasive plants.

The site will be monitored for invasives on an ongoing basis. Monitoring is expected to be performed at least once a month. A scheduled exotic removal program will be conducted.

Restoration

After the buildings, concrete mix areas and concrete pads are completely removed, approximately 3 acres of the project site will be restored with native upland vegetation.

Trees:

Live Oaks:	20 or more
Laurel Oaks:	15 or more
Cabbage Palm:	30 or more
Scrub Oaks:	20 or more

Plants and Ground Cover:

Groundsel: 50 or more
Native Grass: 75 or more

Other areas of the project site will be monitored for insects, nematodes, and drainage in order to select something that is disease tolerant for additional planting.



Stormwater pond to be restored

A stormwater pond will be included in a park like setting to improve water views, habitat for wading birds and to enhance other wildlife habitat. Wetland, hydraulic and creek bed restoration will be completed within and around the project site. The stormwater pond will be planted with littoral vegetation. The mangroves along Hatchett Creek will remain and additional mangroves will be planted. Approximately one acre of the property will be restored with native wetland vegetation. The approximate areas of restoration are shown in Exhibit F.

The current industrial stormwater pond will be modified to accommodate site run off and provide water quality treatment prior to discharge to Hatchett Creek. Hatchett Creek has been listed as having high levels of dissolved oxygen. Hatchett Creek connects with the Intracoastal Waterway. By eliminating the industrial usage of the property, there will be reduced sediment runoff into Hatchett Creek. The planting of additional mangroves will improve the water quality of Hatchett Creek and encourage game fish habitat in the creek.

Vegetation along Hatchett Creek:

White Mangrove: 10 or more
Red Mangrove: 10 or more
Black Mangrove: 10 or more

Vegetation around the Stormwater Management Pond:

Bulrush: 45 or more

Yearly photos of the upland and wetland plantings, other restoration areas, and condition of the natural areas will be taken and submitted with the annual report. Rare plants or natural communities will be reported to Florida Natural Areas Inventory on the Form included in Exhibit D.

Restoration is expected to take approximately five years.

Feral Animal Program

Upon the many visits to the site during the application and acquisition period, no feral animals have been spotted. It is possible, however, that Moscovy ducks, cats and dogs may be found at any given time.

At least twice per year, city staff will monitor the site for feral animals while performing other duties at the site. Sarasota County has a feral animal program and contacts. If any feral animals are found on the site, a contractor will remove them promptly.

Listed Plant Species

There were no listed species found on the site. Possible listed species that might be found in the future on the site include:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Possible Location</u>
Acrostichum aureum	Golden leather fern	Tidal creek
Eragrostis pectinacea var. tracyi	Sanibel island lovegrass	Tidal creek
Glandularia tampensis	Tampa mock vervain	Upland/sandy soil
Harrisella porrecta	Needleroot airplant orchid	Tidal creek/trees
Harrisia aboriginum	Prickly applecactus	Sandy soil
Nymphaea jamesoniana	Jameson’s waterlilly	Shallow marsh/ditch
Opuntia stricta	Erect pricklypear	Upland/sandy soil
Pteroglossaspis ecristata	Giant orchid	Upland
Sacoila lanceolata	Leafless beaked orchid	Tidal creek/marsh
Tillandsia utriculata	Giant airplant	Tidal creek/marsh



White mangroves along Hatchett Creek



Black mangroves near future site of canoe/kayak launch

Much of the current native vegetation will be kept during and after park development. Impacts to mangroves will be avoided or minimized in compliance with state statutes and FDEP guidelines and rules. Most large trees and mangroves are expected to be

kept. If any must be removed for development, they will be replaced, in accordance with state statutes. Since the site is already highly developed, most of the native vegetation is present in areas that will not be disturbed by park development and use.

Listed Animal Species

The project site has been recognized as suitable for listed animal species. Snowy egrets and great egrets were found on the property. Sarasota County suggests that the site is suitable for little blue heron, tricolored heron, and osprey. The site may also be suitable for the red rat snake.

The site does not contain a Strategic Habitat Conservation Area however, manatees may be found in Hatchett Creek.

The stormwater pond will be revitalized to provide habitat for wading birds. Restoration of natural ground cover will help enhance the habitat for red rat snake.

The city will coordinate with the Florida Fish and Wildlife Conservation for the protection of the listed animal species.



Wading birds in settling pond



Wading bird found in old cement mixing area

Inventory of Natural Communities

A detailed biological survey of natural communities will be conducted in the design and permitting phase that is expected to be completed by November 2013. Periodic surveys will be conducted once every five years of listed animal species using the project site. If listed species are found on the site, the form in Exhibit D will be completed and submitted to Florida Natural Areas Inventory.

Archeological, Cultural and Historical Resource Protection

There are no known archeological, cultural or historical resources on the property. The city will conduct an archeological survey of the parcel during the design and permitting process. The city will contact a professional archeologist and the Department of State, Division of Historical Resources immediately if any evidence is found to suggest an archeological or historic resource at the project site and the city will coordinate with the Division to protect and manage any resources. If any significant resources are found in the future, they will be interpreted to the public. This is very unlikely since the project site is already significantly developed, and we will be performing more restoration than development activities. The collection of artifacts or the disturbance of archeological or historical sites is prohibited unless prior authorization has been obtained by the Department of State, Division of Historical Resources. Any archaeological or historic resource management will comply with the provisions of Chapter 267, Florida Statutes, specifically Sections 267.061 (a) and (b).

Site Development and Improvement

A 3' x 4' sign that acknowledges Florida Communities Trust will be placed at the entrance of the site. It will acknowledge the year that the site was acquired and have the FCT logo. Another sign will acknowledge all of the municipalities, organizations and other funding organizations involved with park development.

The property is an abandoned industrial cement plant located along Hatchett Creek and adjacent to the Intracoastal Waterway. A local developer originally purchased the parcel for future residential development. The property had several abandoned buildings and garages, some natural and invasive vegetation, and paved impervious surface. An industrial stormwater treatment system and water pits that were used for concrete mixing are currently on the site. Several concrete walls, gates, and chain link fence surround sections of the property. There were several buildings, garages, and sheds on the parcel. The total square feet of all buildings on the property is 17,158. All but one of these buildings has been removed.



Garage building demolished



Buildings and cement that was removed, future natural landscaping



Cement area removed, future natural landscaping



Cement area removed, future natural landscaping and trail area



Garage building demolished

Located within the parcel is one 60 x 100' in-holding with a small building owned by the Rotary Club. The building is 632 square feet in size. Arrangements are being made to acquire this parcel or the city will make arrangements with the Rotary Club to partner on

the park project. In any case, the uses prescribed for the parcel within the deed are not inconsistent with the proposed park.



Building owned by Rotary Club

Proposed Physical Improvements

The site will become part of a larger trail system along the Intracoastal Waterway and enhance the blueway from Hatchett Creek adjacent to the Intracoastal Waterway. All current buildings except one have been demolished. Most impervious areas have been removed. The existing block walls and pits found throughout the site will be removed. The proposed physical improvements include a park that will include native landscaping, stormwater pond, parking, park amenities, and restroom facilities, and are shown on the map in Exhibit F.

The existing industrial stormwater pond and drainage system will be modified and sized appropriately and littoral vegetation will be planted. Conversion of the industrial cement plant to open green space will improve water quality in Hatchett Creek and the Intracoastal Waterway.

The site will contain:

- Picnic pavilion approximately 25'x25'
- Public restrooms in the existing building
- Canoe and kayak launch along Hatchett Creek
- Wildlife observation deck approximately 25'x10'
- Horseshoe pits approximately 20'x40'
- Small complimentary playground approximately 40'x40'
- Band shell approximately 30'x30'
- Nature trail approximately ½ mile in length

All except one existing building has been demolished. The building, 1,796 square feet, will be kept and modified for restrooms, park equipment storage and possibly a working green-building demonstration site. A picnic pavilion will be constructed.



Office building that has been demolished



Building kept for restroom, park equipment storage and working green building demonstration site

The only resource based facilities that may have a potential impact is the construction of the canoe/kayak launch and wildlife observation deck along Hatchett Creek. There are mangroves among the invasive species on Hatchett Creek and a few mangroves may need to be trimmed, removed or relocated. All efforts will be made to find areas of least impact. Proper permits will be obtained for this activity.

Since the project site has been impacted by prior development, land and vegetation will not be negatively altered. Instead, a significant part of the developed property will be transformed into a natural state which is further discussed in the landscaping section.

The Venice Train Depot functions as a trailhead for The Legacy Trail, Sarasota County Area Transit (SCAT) bus station and is a railroad museum with a restored railroad car. A sidewalk runs along Venice Avenue and US 41 Bypass making the property safely accessible to bicyclists and pedestrians while connecting adjacent neighborhoods and businesses. Connections will be made from the park to the street sidewalk, bus station, and to the Legacy Trail/Venetian Waterway Park.



Historic train station seen from project site

To encourage alternate modes of transportation, bicycle racks will be placed near the restrooms, picnic pavilions, and wildlife observation deck. A drinking fountain will be placed at the restrooms. Benches will be provided at various sections of the park. Trash cans will be strategically placed throughout the park and close to all activity centers or the city may implement a “take your trash with you” program.

There is only one overhead Florida Power and Light pole on the site. The power line runs to the restroom building. This power line will be left alone initially with conversion to underground service in conjunction with park development.

Any additional site alterations or physical improvements not addressed in the plan will not be authorized unless reviewed and approved by FCT.

Landscaping

Approximately four acres will be restored with native vegetation, three acres upland and one acre wetland.

Wetland vegetation along Hatchett Creek will include white, red, and black mangroves, while vegetation around the stormwater management pond will include bulrush.

Upland trees to be planted around parking areas, playground, and other areas on the site include live oaks, laurel oaks, cabbage palm and scrub oaks. Plants and ground

cover will include groundsel, native grass and native bushes. Other areas will be monitored for insects, nematodes, and drainage in order to select something that is disease tolerant for additional planting.

A landscape program will be initiated and completed within five years.

A 100-foot buffer will be provided between parking lots, major facilities and wetlands.

Parking

Approximately 60 parking spaces will be on the project site of which approximately 8 will be for kayaks without trailers, and 16 boat trailer parking spots. The northern most section of the property will be used for kayaks and overflow boat parking for the boat ramp located on the other side of Legacy Trail. This parking area will have geo mat with turf and wheel stops for trailered boats and will have access directly from the boat ramp. The balance of the parking areas will also be pervious with wheel stops to delineate parking spaces. Since concrete encompasses much of the area now and most concrete will be removed, the new parking areas will have minimal impact on natural communities. Split rail fencing or boulders will be used to designate parking areas.

Stormwater Facilities

A large stormwater pond will be included in the park setting to improve water quality, water views, habitat for wading birds and to enhance other wildlife habitat as mentioned in the listed animal species section. All stormwater improvements will be reviewed and approved by the Southwest Florida Water Management District. All slopes will be shallow and chain link fencing will not be installed around stormwater area.



Stormwater pond that will be cleaned up and restored

Hazard Mitigation

The entire site is located within a 100-year floodplain. Most existing buildings on the site have been removed. The one building which remains is elevated 3 feet and accessible by stairs and a ramp. An office building previously thought to be converted into restrooms is significantly below the required finished flood elevation and therefore was demolished. Pavilions will be built utilizing materials impervious to flood damage (i.e. no walls, support posts of materials used in submerged water conditions). A map of the 100-year floodplain can be found in Exhibit K.

Education

An interpretive educational sign about the importance and protected status of mangroves will be placed along the multi-use nature trail. Also, informational signage about the wading birds will be placed near the canoe and kayak launch.

Venice Area Beautification, Inc., a local non-profit agency dedicated to enriching the quality of life through community enhancement projects, has committed to twelve regularly scheduled educational tours a year on the site ranging from plant identification, site history, natural resources and ecological conditions. Target groups will vary from young children to the elderly. Tours will be led by trained educators or resource professionals.

The city acknowledges that the ultimate responsibility for providing educational programs lies with the city. If in the future Venice Area Beautification, Inc. is no longer able to or no longer wishes to provide these programs, they will be provided by another partner or by the city.

The educational program is expected to be implemented as soon as park construction is completed. A limited amount of educational programs may be offered prior to project completion to showcase restoration strategies, revegetation efforts and other activities to encourage learning and awareness of natural systems.

Permits, Concessions, Agreements, Easements and Leases

Permits and reviews will be required for the park development include the following agencies:

- West Coast Inland Navigation District (waterway access)
- Southwest Florida Water Management District (drainage)
- Sarasota County (tree permit, waterway access, resource protection services)
- City of Venice (site preparation, building)
- US Army Corps of Engineers (waterway access)
- Florida Fish and Wildlife Commission (listed species)
- Florida Department of Environmental Protection (mangrove relocation and protection, wetlands)
- Archeological Survey
- City and County Parks Board Review

There are a few public utility easements on the property. One 10' utility easement is located along the southern most section. Also, another 6' GTE/Verizon easement can be found running along with the ingress/egress easement along the entrance of the property. The Rotary Club has one non-exclusive 50' easement along the southern boundary of the property for access.

Within the large parcel, there is one 60' x 100' lot with a 632 square foot building that is owned by the Rotary Club. It is stated in the deed that if the Rotary Club or the local Boy Scout troop can not utilize the property, then the deed defaults to the City of Venice. The city is working with the Rotary Club and Boy Scouts to develop the park around the parcel while still giving access to the building or the property will be turned over to the city. If the property and building is deeded to the city, then the building will be demolished and the parcel will be incorporated into the entire park plan.

The city has a Recreational Facilities Interlocal Agreement with Sarasota County who will oversee the development and maintenance of the project site. This management plan has been developed in conjunction with Sarasota County parks and recreation staff. A copy of the current interlocal agreement is included in Exhibit H. The existing interlocal agreement provides for the addition of new parks to the agreement and also provides for collaboration on Capital Improvement projects within municipally owned parks. The City of Venice and Sarasota County have approved an amendment to the

interlocal agreement to specifically include the Legacy Park parcel and to formalize assistance from the county in providing the Capital Improvements anticipated in the park. The city acknowledges, as the grant recipient that if the county can no longer, develop, maintain, or manage the park, that the responsibility for these tasks ultimately lies with the city.

The city will provide FCT 60 days prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, the granting of any management contracts, and any use by any person other than in such person's capacity as a member of the general public and no document will be executed without the prior written approval by FCT.

No agreement will be executed without the prior written approval by FCT. Any fees collected will be placed into a segregated account solely for the upkeep and maintenance of the project site.

Management Needs

Coordinated Management

Legacy Park is adjacent to other publicly owned lands: the Venice Marina Boat Ramp, Venice Water Plant, the Legacy Trail, Venetian Waterway Park, and Historic Venice Train Depot. The Historic Venice Train Depot is listed on the National Register of Historic Places and functions as a trailhead for The Legacy Trail, a Sarasota County Area Transit (SCAT) bus transfer station, and a railroad museum with a restored railroad car. A partnership with the Venice Area Historical Society provides educational tours for the public, and maintains a local history museum on site.

As envisioned and codified within an Interlocal Agreement, Sarasota County will assist with the planning development and maintenance of the project and will ensure that the park is developed to be compatible with the other publicly owned lands. This will enhance connectivity and synergy with the adjacent public lands operated by the County such as the train station, the Legacy Trail and portions of the Venetian Waterway Park. Other parts of the trail system are owned by the U.S. Army Corps of Engineers, City of Venice, and the West Coast Inland Navigation District, and the trails on Legacy Park will be linked to these trails that are also a part of the Legacy Trail system. West Coast Inland Navigation District owns the boat ramp on the west side of the Legacy Trail/Venetian Waterway Park. Minimal overflow parking may be provided for the boat ramp, Legacy Trail and Venetian Waterway Park.

The city has already administratively reviewed and approved the site for compatibility with the water plant. The city acknowledges that Legacy Park was acquired for park land and is not a future expansion area for the water plant.

Shared facilities can be found in Exhibit F.

It is expected that comments from adjacent public land managers will be obtained within one year of the approved Management Plan.

Trail Network

Legacy Park will contain a trail that is approximately ½ mile in length. The Legacy Trail and Venetian Waterway Park run on the west side of the project site. A connection from the natural trail to the Legacy Trail will be made on the northern end of the parcel. The Legacy Trail starts at the Venice Train Station and runs north. It is a 10 mile scenic corridor that stretches from State Road 72 in Sarasota, over numerous bodies of water, to a southern terminus near Center Road in Venice. The corridor is the centerpiece of the county's planned trail system and a major bicycle/pedestrian commuter link between Sarasota and Venice. The trail traverses two waterways, Shakett Creek and Roberts Bay, and goes through scenic Oscar Scherer State Park.



Picture taken from The Legacy Trail with cement plant buildings in background

The Venetian Waterway Park starts at the Venice Train Station and runs south an additional 5 miles along both sides of the Intracoastal Waterway and connects to Shamrock Park in South Venice and Caspersen Beach on the Island of Venice. The Legacy Trail network is expected to expand north and eastward to connect with trails on Longboat Key, Citrus County and Polk County.

Also, a future trail network is proposed along Hatchett Creek connecting the Legacy Trail/Venetian Waterway Park to US 41 Bypass (to the east). The Legacy Park will provide the western section of the future trail.



Hatchett Creek at US 41 Bypass, site of future trail connection

Sarasota County maintains the Venetian Waterway Park and The Legacy Trail. This will ensure that the project is developed and managed without conflicts and in harmony with adjacent recreational activities.

A map depicting the project site and other existing and proposed parcels comprising the recreational trail system can be found in Exhibit G.

Greenways

There is not a wildlife corridor located in this area, but there is a paddling trail. The shoreline of Hatchett Creek serves as a wildlife corridor for small mammals and birds. There will be a much needed canoe and kayak launch at Hatchett Creek, part of the Sarasota County identified Roberts Bay Paddling Trail. The project site is also located along the state designated Florida Circumnavigational Saltwater Paddling Trail which runs on the Intracoastal Waterway. A safe and convenient kayak launch is needed in this area since the nearby boat launch is for power boats. Legacy Park can provide a launch safely into Hatchett Creek which leads to the Intracoastal Waterway. The project site will include a canoe/kayak launch, paddling trail sign and nearby restrooms. A map

depicting the project site with the existing and proposed canoe trail network can be found in Exhibit H.

The Florida Department of Environmental Protection will be contacted since mangroves are along the areas where the canoe/kayak launch will be placed. These mangroves may need to be trimmed, relocated or removed. The West Coast Inland Navigation District (WCIND) will also need to be contacted to coordinate the exact location of the launch. WCIND oversees the operation and maintenance of Venice waterways.

Public Involvement

Public involvement for this project is not required by FCT, however, before submitting the grant application to FCT, the Legacy Park concept plan and draft Management Plan was presented to city council on December 4, 2008. Members of the public expressed ideas relative to overflow parking for the boat ramp, parking accessibility for the Legacy Trail and Venetian Waterway Park areas, small amphitheatre/bandshell, bicycle and kayak concessions, park equipment storage, possible conservation/sustainability demonstration center, passive development, small playground that fits the Venetian theme, and security measures.

Property owners in Villa La Grande (east of Hatchett Creek) voiced concern about the conceptual location of the kayak launch, Hatchett Creek stabilization, environmental clean up of Hatchett Creek, security, noise control, bobcat and otter protection, and environmental disturbance. Some residents wanted to know if Hatchett Creek would be widened or dredged as part of redevelopment activities.

There was support for pervious parking and limited asphalt and concrete on the site. Also there was concern by many that wildlife not be adversely affected.

As a result of the public workshop, city and county staff enhanced the concept plan by incorporating changes suggested by the public such as locating the canoe/kayak launch further to the north and west.

Maintenance Activities

As specified within an Interlocal Agreement, site maintenance will be performed by Sarasota County Parks and Recreation. Maintenance will include:

- Regular mowing and trimming
- Identifying and removing invasive species
- Replanting/replacing damaged or dying landscaping
- Watering landscaping when needed (landscaping will maximize native drought tolerate flora)
- Regular trash/recyclables removal (pack-in pack-out waste management is also being explored)

- Regular cleaning of buildings
- Inspecting the stormwater pond yearly
- Regular trail inspection and maintenance
- Regular observation deck and launch inspections and maintenance
- Identification of listed species

Security

The Venice Police Department will add the site to its regular neighborhood patrol. Venice Area Beautification, Inc. has a team of volunteers who regularly travel on bikes or on foot and report any problems to the police department. Signs will be posted at the site of the park’s hours which will most likely be from dawn to dusk.

Staffing

Due to the adjacency with existing recreational facilities, no additional staff is required to operate the site.

Cost Estimates and Funding Sources

Below is a description of the site development amenities and approximate costs for each. It is anticipated that Sarasota County will allocate \$1.25 million for the development of the park. Grants will be sought for additional costs.

Description	Potential Funding Sources	Approx. Cost
Design	Sarasota County Surtax	\$150,000
Permitting (including archeological survey)	Sarasota County Surtax	\$20,000
Mobilization, clearing and grading	Sarasota County Surtax	\$75,000
Parking	OGT/FRDAP/Sarasota Co.	\$200,000
Trail	OGT/FRDAP/Sarasota Co.	\$150,000
Canoe/kayak launch	Sarasota County/FRDAP	\$25,000
Restrooms/building remodel	OGT/FRDAP/SC Surtax	\$200,000
Band shell	Sarasota County/Grants	\$200,000
Stormwater and bank restoration	DEP 319 Grant/SWFWMD	\$250,000
Landscaping	Sarasota County/FRDAP	\$200,000
Educational and FCT signage	Sarasota County	\$2,000
Sidewalks	Sarasota County	\$35,000
Recreational area	FRDAP	\$30,000
Picnic pavilion/shelter	Sarasota County/FRDAP	\$60,000
Benches, bike racks, trash cans	Sarasota County/FRDAP	\$10,000
	TOTAL	\$1,607,000

Annual costs are as follows:

Description	Annual Approximate Cost
Maintenance activities including pest control, regular maintenance, listed species inspection and repairs by Sarasota County per Interlocal	\$85,000
Security by Venice Police Department (absorbed by VPD operating budget)	\$30,000
12 Educational programs a year (VABI donation)	\$10,000
TOTAL	\$125,000

Priority Schedule

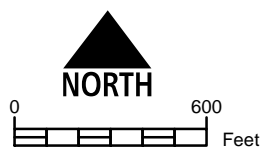
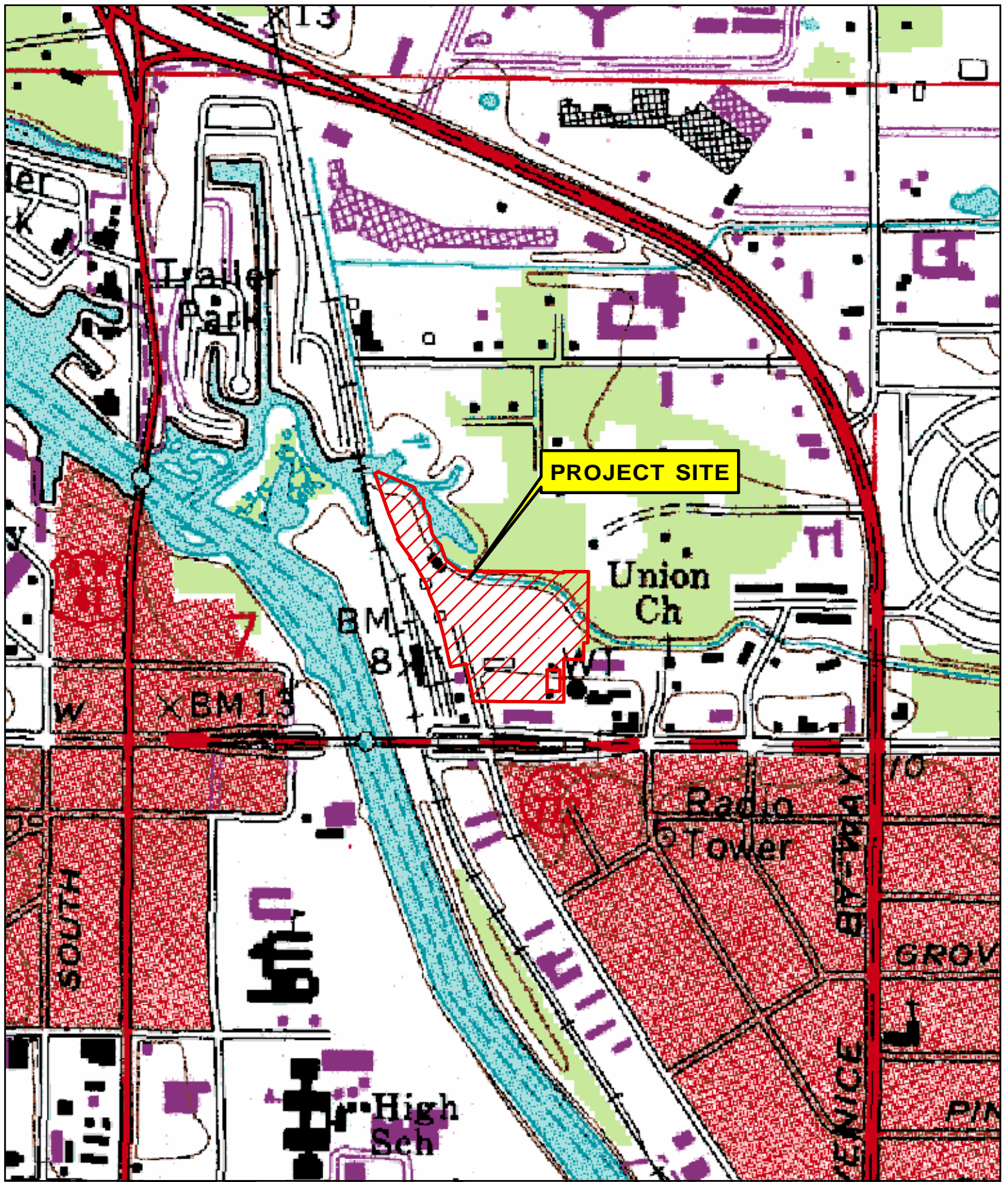
Priority Timeline										
Instructions: Write in the month that each task will be completed. You may modify the list by adding or deleting items as necessary.										
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Design					Nov					
Permitting					Nov					
Public meetings/comment	Jan									
Interagency coordination/comment	Oct									
Demolition of existing structures	Jan									
Amend Future Land Use Designation	Jul									
Amend Zoning Designation	Jul									
Structures and Improvements: <i>(add or delete improvements as needed)</i>										
Entrance sign with FCT recognition (required)	Dec									
Parking							Dec			
Restrooms							Dec			
Trash cans							Dec			
Bike rack							Dec			
Benches							Dec			
Interpretive signs							Dec			
Stormwater facilities							Dec			
Sidewalk access							Dec			
Resource-based facilities:										
Canoe launch - pier							Dec			
Paddling trail sign							Dec			
Picnicking pavilion							Dec			
Nature trail							Dec			

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Paved bike trail							Dec			
Wildlife observation platform							Dec			
User-oriented facilities:										
Horseshoe pits							Dec			
Small playground							Dec			
Band shell							Dec			
Key Management Activities:										
Interlocal agreement with Sarasota County	Jun									
Archeological protection measures						Dec				
Landscaping							Dec			
Upland restoration							Dec			
Wetland restoration							Dec			
Plant survey/monitoring					Nov					Nov
Wildlife survey/monitoring					Nov					Nov
Photo-monitoring (ongoing)										
Exotic plant removal (ongoing)										
Feral animal removal program (ongoing)										
Educational programs (ongoing)										
Revegetate areas infested with exotics		Dec								
Water quality or hydrological improvements							Dec			
Annual Stewardship Report (Required)										
	Oct	Oct	Oct	Oct	Oct	Oct	Oct	Oct	Oct	Oct

Monitoring and Reporting

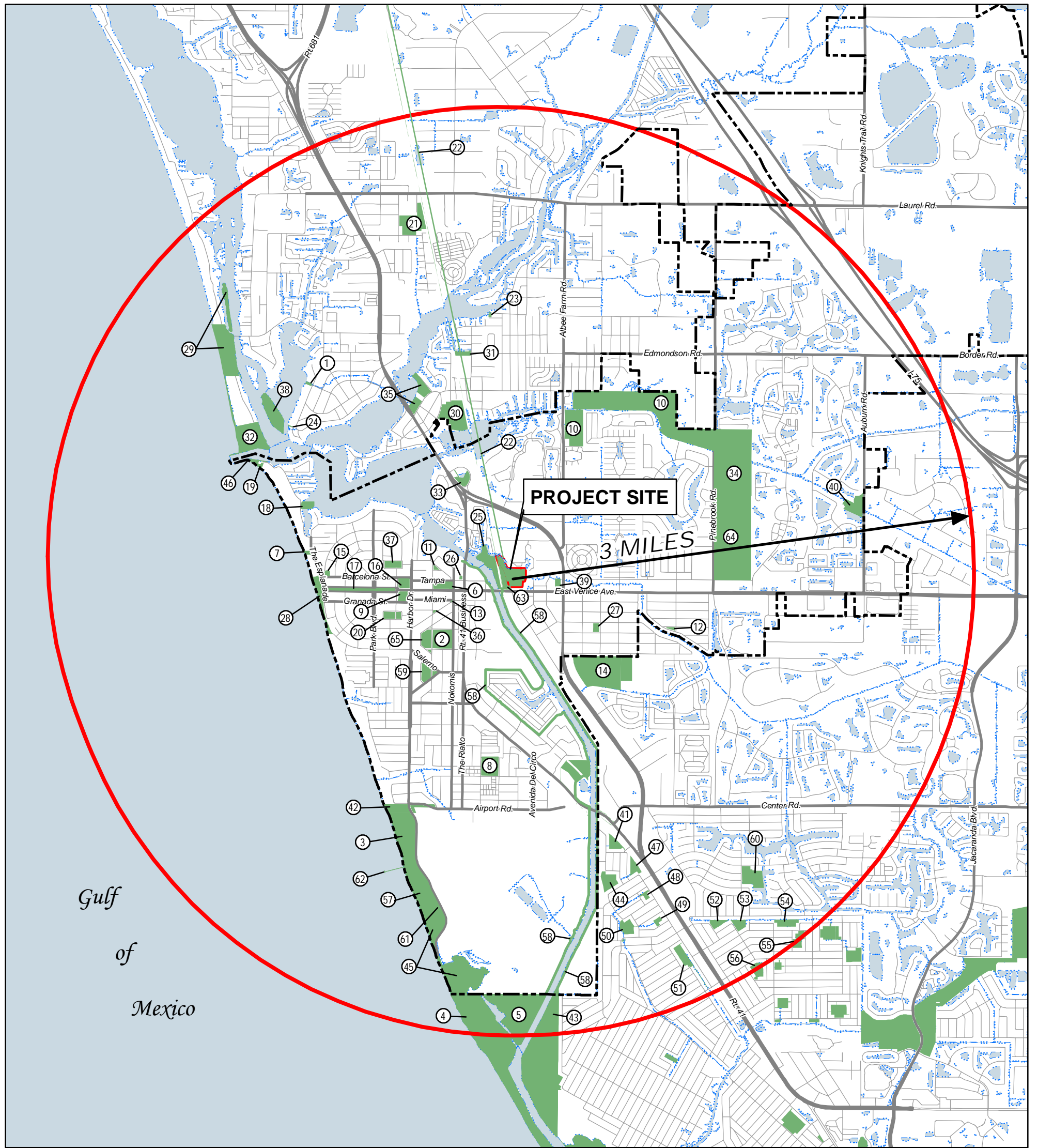
The City of Venice will prepare an Annual Stewardship Report, due on October 30 of each year, which will evaluate the implementation of the Management Plan.

Any proposed modification of the Management Plan and/or undertaking of any site alterations or physical improvements that are not addressed in this Management Plan require prior FCT review and approval.

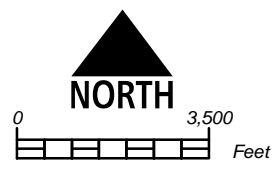


The City of Venice
 Legacy Park
 Location Map
EXHIBIT A

 Project Site

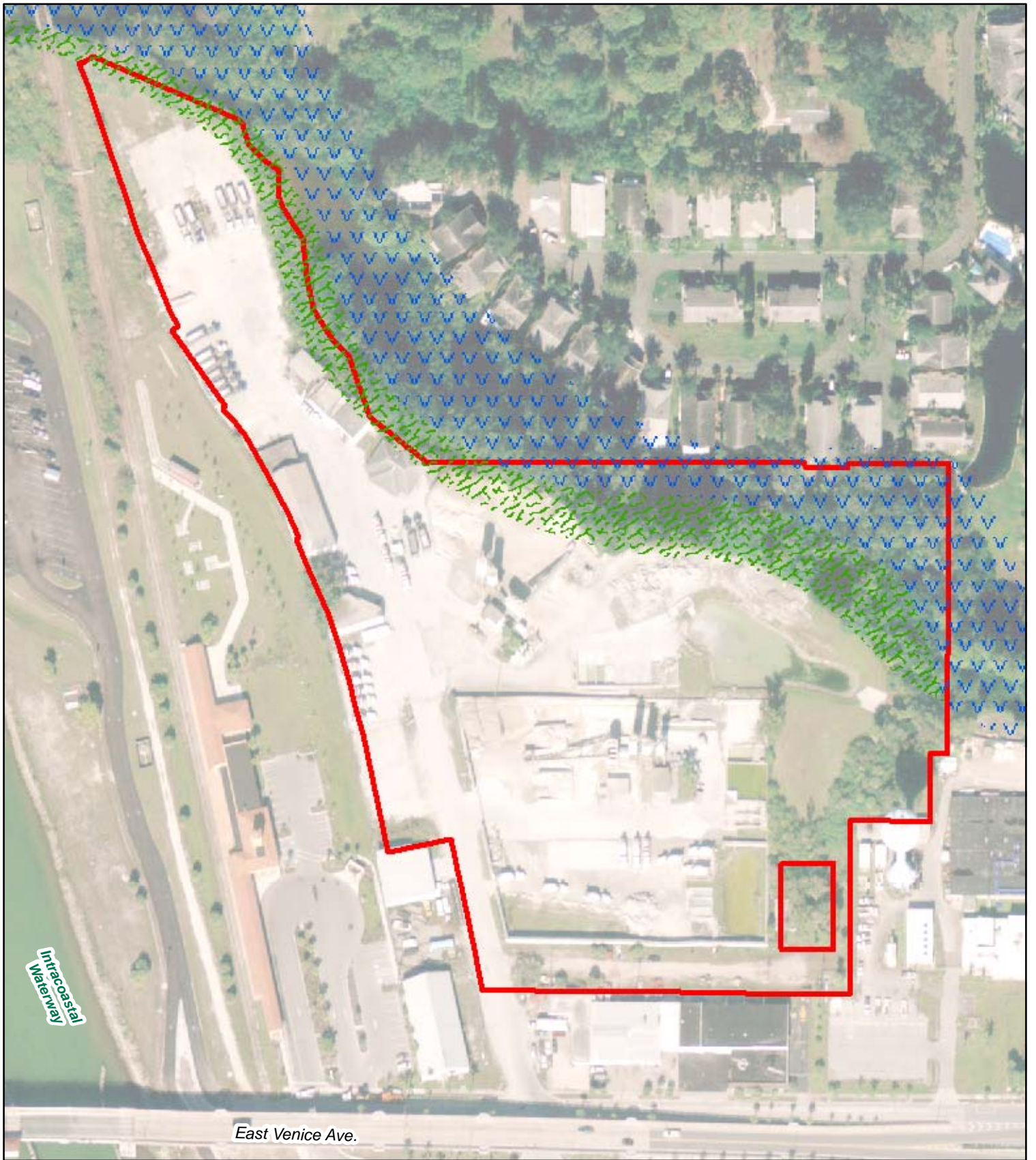


NUMBER	PARK NAME	NUMBER	PARK NAME	NUMBER	PARK NAME	NUMBER	PARK NAME
1	Bay Point Park	17	Heritage Park	33	Patriots Park at Venetia Bay	49	South Venice Park #4
2	Blalock Park	18	Higel Marine Park	34	Pinebrook Park	50	South Venice Park #5
3	Brohard Park	19	Humphris Park	35	Pocono Trails Preserve	51	South Venice Park #6
4	Caspersen Beach	20	John Nolen Park	36	Ponce de Leon Park	52	South Venice Park #7
5	Caspersen Intracoastal Park	21	Laurel Park	37	Prentiss French Park	53	South Venice Park #8
6	Centennial Park	22	Legacy Trail	38	Rattlesnake Island	54	South Venice Park #9
7	Chauncy Howard Park	23	Loretto Court Boat Ramp	39	Ruscelletto Park	55	South Venice Park #10
8	Chuck Reiter Park	24	Lyons Bay Park	40	Sawgrass Public Park	56	South Venice Park #15
9	City Hall Park	25	Marina Park	41	Scenic Drive Park	57	Tramonto Vista Park
10	Curry Creek Preserve	26	Michael Biehl Park	42	Service Club Park	58	Venetian Waterway Park
11	Dr. Fred Albee Park	27	Mundy Park	43	Shamrock Park	59	Venezia Park
12	Eastgate Park	28	Municipal Beach Park	44	Skip Stasko Park	60	Venice Gardens Playground
13	Fountain Park	29	Nokomis Beach	45	South Brohard Park	61	Venice Paw Park
14	Foxworthy Campus (Bypass Park)	30	Nokomis Community Park	46	South Jetty Park	62	Venice Pier
15	Graser Park	31	Nokomis Riverview Park	47	South Venice Park #2A	63	Venice Train Depot
16	Hecksher Park	32	North Jetty Park	48	South Venice Park #3	64	Wellfield Park
						65	West Blalock Park



The City of Venice
Legacy Park
Public Lands Map
EXHIBIT B








Intra-coastal
Waterway

East Venice Ave.



The City of Venice
Legacy Park
Natural Communities Map
EXHIBIT C

	Project Site
	Hatchett Creek - Tidal Stream
	Tidal Swamp



Field Report Form for Occurrences of Rare Plants, Animals, and Natural Communities

This form should be used only for original field observations regarding a single species or community, at one location, and for (preferably) a single date. Please complete only those fields that are known to you. If you have any questions or need assistance with the form, please call FNAI at 850-224-8207. Thanks for your help.

Note - you may use the tab key or the cursor to move between the fields of this form.

Your name: _____ Phone: _____ E-mail: _____

Address: _____ Date Submitted: _____

Name(s) of observers: _____

Do you want us to protect (i.e., prevent disclosure to the general public) the identification and location information you provide below?

Yes No If so, reason for sensitivity: _____

IDENTIFICATION (enter common name only if the scientific name is unknown)

Scientific name: _____ Common name: _____

Basis for identification: Personal knowledge Reference key Field guide Museum specimen Expert Other

Name of reference/guide/museum/expert: _____ Other: _____ Do you think that your identification requires confirmation? Yes No

Did you take a photograph? Yes No (If so, please attach a copy of the photo if possible.)

Did you collect a specimen? Yes No If so, was a specimen deposited at a museum or herbarium? Yes No

If so, collection #: _____ Repository: _____

LOCATION

County: _____ Site or managed area name, if known: _____

Precise directions to the occurrence that use a readily locatable and relatively permanent landmark on or near the site (such as a road intersection, bridge, or natural landform) as the starting point. Include distances and directions from landmarks, as appropriate. Please note – neither the directions nor the coordinate information will be provided to the general public if the data are to be considered sensitive, as indicated above. _____

Latitude _____N Longitude _____W Datum: NAD27 WGS84/NAD83 Unknown

Source of latitude/longitude coordinates? GPS Other If other, describe _____

If GPS: Make _____ model _____ accuracy _____ m DGPS? Yes No Unknown WAAS? Yes No Unknown

If possible, mark the site on a copy of an aerial photograph or a USGS 7.5' topographic map and attach to this form. Otherwise, please provide a sketch of the vicinity showing the occurrence in relation to towns, roads, landforms, water bodies, and other natural features, including ecological communities. Please also include an indication of scale and a North arrow.

OBSERVATION INFORMATION

Date of observation (m/d/yyyy): _____ Time of day _____ Estimate of total area observed _____m² or _____ acres. Percent of this area actually occupied by the population or community: _____%. Approximate dimensions of the area occupied: length _____m width _____m

How did you collect the data? (e. g., visually observed from road, trap or capture methods, walking a path through community, formal survey, etc.) _____

Is there other suitable habitat (unobserved) in the vicinity? Yes No Don't know Extent? (e.g., acres, miles) _____

Have you been to this location before? Yes No If so, when? _____

Did you previously observe this species or community? Yes No Did not look for it If you have previously seen the population or community, do you think there is now more? less? about the same amount as before? or no way to compare .

General description. Please provide a description or “word picture” of the area where this occurrence is located (i.e., the physical setting and ecological context), including habitat, dominant plant species, topography, hydrology, soils, adjacent communities, and surrounding land use.

For animals: Number of individuals (or nests, burrows, etc.) seen: _____ Age structure _____

Estimated total no. of individuals in population: _____ Basis? _____

Ecological & behavioral notes (e.g. reproductive stage, activity type [feeding, flying, nesting, etc.]): _____

For plants: Number of individuals (or clumps, etc.) seen within the observed area: _____

Flowering? Yes No Fruiting? Yes No In bud? Yes No In leaf? Yes No Dormant? Yes No

For communities: For each of three strata (tree, shrub, and ground layers), please list the dominant species comprising the stratum, together with an estimate of the height and percent cover for each stratum.

Stratum height % cover Species

Stratum	height	% cover	Species
Tree	_____	_____	_____
Shrub	_____	_____	_____
Ground	_____	_____	_____

Describe species dominance relationships, vegetation heterogeneity, succession stage/dynamics, and any other unique aspects of the community or additional noteworthy species (including animals). _____

MANAGEMENT

Owner of site (if known): _____

Is the owner or manager protecting or managing the property for this species or community? Yes No Don't know

Are there disturbances or threats (e. g., urban development, agriculture, vehicle use, forestry, logging, fire suppression, ditching/drainage, impoundment, exotic species, and natural disturbance) in the vicinity of the site? Yes No Don't know

If so, please describe type and severity: _____

Is there evidence (e.g., fire breaks, scorching) of the use of fire at the site? Yes No Don't know Describe and give dates of recent fires, if known _____

Comments on management history or needs: _____

OTHER

Additional comments concerning the population or community, its ecological conditions, contact information for other knowledgeable people, etc.:

Please send this completed form and any relevant photographs, maps or other documents to:

Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C, Tallahassee, FL 32303. THANK YOU!

FLORIDA NATURAL AREAS INVENTORY FIELD REPORT FORM - OCCURRENCE OF SPECIAL ANIMAL

Instructions: (note: each form should include only *one species, one locality, and preferably one date*)
 (please include any additional information on the back of this sheet, or attach separately)
 (complete what you can, leave fields blank or write unknown if you lack information)
 (Note - you may use the tab key or the cursor to move between fields)

Scientific Name: _____

Common Name: _____

Observer: _____

Date observed: _____

Basis for Identification: _____

County: _____

Location of Animal(s): _____

(**please attach or send map** and give specific directions; if possible, mark site on copy of USGS 7.5 minute topo map or aerial photograph or draw detailed map with landmarks)

GPS coordinates: North: _____ West: _____ GPS accuracy if known: _____

Describe habitats or plant communities, including dominant plant species: _____

Extent of this habitat at site that may support animal (e.g., acres, miles): _____

Number of individuals (or nests, burrows, etc.) seen: _____

Estimated number of individuals in population (basis?): _____

Age or population structure (adults, young, etc.): _____

Ecological & behavioral notes (e.g., reproductive stage, activity type, feeding, flying, nesting): _____

Have you seen this species at the same location in the past? Yes _____ No _____

If yes, please give date(s): _____ Previous condition or notes: _____

Is there evidence of disturbance at the site? Yes _____ No _____

If yes, please describe: _____

Owner(s) of site: _____

Is owner protecting this animal? Yes _____ No _____ Comment _____

Conservation/Management Needs: _____

Additional comments (other useful information concerning this animal and site -- e.g., names and addresses of individuals who might be helpful, publications, museum specimen numbers, etc.): _____

Submitted by: _____

Affiliation: _____

Address: _____

Phone: _____ Fax: _____

e-mail: _____

Date: _____

Please submit completed field report form to:

Dr. Dale R. Jackson, Sr. Research Zoologist

Florida Natural Areas Inventory

1018 Thomasville Road, Suite 200-C

Tallahassee, FL 32303

tel: 850-224-0626

fax: 850-681-9364

e-mail: djackson@fnai.org

www.fnai.org

Florida Exotic Pest Plant Council's 2007 List of Invasive Plant Species

Purpose of the List: *To focus attention on —*

- ▶ the adverse effects exotic pest plants have on Florida's biodiversity and plant communities,
- ▶ the habitat losses from exotic pest plant infestations,
- ▶ the impacts on endangered species via habitat loss and alteration,
- ▶ the need to prevent habitat losses through pest-plant management,
- ▶ the socio-economic impacts of these plants (e.g., increased wildfires in certain areas),
- ▶ changes in the seriousness of different pest plants over time,
- ▶ the need to provide information that helps managers set priorities for control programs.

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. *This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.*

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Abrus precatorius</i>	rosary pea	I	N	C, S
<i>Acacia auriculiformis</i>	earleaf acacia	I		C, S
<i>Albizia julibrissin</i>	mimosa, silk tree	I		N, C
<i>Albizia lebeck</i>	woman's tongue	I		C, S
<i>Ardisia crenata</i> (=A. <i>crenulata</i> misapplied)	coral ardisia	I		N, C, S
<i>Ardisia elliptica</i> (=A. <i>humilis</i> misapplied)	shoebutton ardisia	I	N	C, S
<i>Asparagus aethiopicus</i> (=A. <i>sprengeri</i> ; A. <i>densiflorus</i> misapplied)	asparagus-fern	I		N, C, S
<i>Bauhinia variegata</i>	orchid tree	I		C, S
<i>Bischofia javanica</i>	bishopwood	I		C, S
<i>Calophyllum antillanum</i> (=C. <i>calaba</i> and C. <i>inophyllum</i> misapplied)	santa maria (names "mast wood," "Alexandrian laurel" used in cultivation)	I		S
<i>Casuarina equisetifolia</i>	Australian-pine, beach sheoak	I	P, N	N, C, S
<i>Casuarina glauca</i>	suckering Australian-pine, gray sheoak	I	P, N	C, S
<i>Cinnamomum camphora</i>	camphor tree	I		N, C, S
<i>Colocasia esculenta</i>	wild taro	I		N, C, S
<i>Colubrina asiatica</i>	lather leaf	I	N	S
<i>Cupaniopsis anacardioides</i>	carrotwood	I	N	C, S
<i>Dioscorea alata</i>	winged yam	I	N	N, C, S
<i>Dioscorea bulbifera</i>	air-potato	I	N	N, C, S
<i>Eichhornia crassipes</i>	water-hyacinth	I	P	N, C, S
<i>Eugenia uniflora</i>	Surinam cherry	I		C, S
<i>Ficus microcarpa</i> (F. <i>nitida</i> and F. <i>retusa</i> var. <i>nitida</i> misapplied)	laurel fig	I		C, S
<i>Hydrilla verticillata</i>	hydrilla	I	P, U	N, C, S
<i>Hygrophila polysperma</i>	green hygro	I	P, U	N, C, S
<i>Hymenachne amplexicaulis</i>	West Indian marsh grass	I		C, S
<i>Imperata cylindrica</i> (I. <i>brasiliensis</i> misapplied)	cogon grass	I	N, U	N, C, S
<i>Ipomoea aquatica</i>	waterspinach	I	P, U	C
<i>Jasminum dichotomum</i>	Gold Coast jasmine	I		C, S
<i>Jasminum fluminense</i>	Brazilian jasmine	I		C, S
<i>Lantana camara</i>	lantana, shrub verbena	I		N, C, S
<i>Ligustrum lucidum</i>	glossy privet	I		N, C
<i>Ligustrum sinense</i>	Chinese privet, hedge privet	I		N, C, S

FLEPPC List Definitions:

Exotic – a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida.

Native – a species whose natural range included Florida at the time of European contact (1500 AD).

Naturalized exotic – an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native).

Invasive exotic – an exotic that not only has naturalized, but is expanding on its own in Florida native plant communities.

Abbreviations:

Government List (Gov. List):

P = Prohibited by Florida

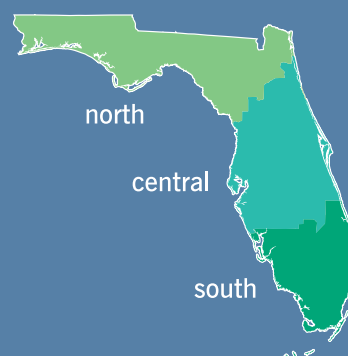
Department of Environmental Protection;

N = Noxious weed listed by Florida Department of Agriculture & Consumer Services;

U = Noxious weed listed by U.S. Department of Agriculture.

Regional Distribution (Reg. Dist.):

N = north, C = central, S = south, referring to each species' current distribution in general regions of Florida (not its potential range in the state). Please refer to the map below.



Changes to the 2007 List:

Ludwigia peruviana

added to list as Category I

Peruvian primrose willow (*Ludwigia peruviana*) is a shrub known from at least 48 Florida counties, from the Panhandle to the Keys. It is also known in the United States from North Carolina, Georgia, Alabama, Mississippi, and Texas. While always known as an aggressive weed in wetlands in Florida, there has been debate about its nativity. After an evaluation of available data, the Committee now agrees that this species was introduced into Florida, probably from South America, by the late 1800s, and has subsequently spread throughout the state and to other states. It can form monospecific stands in both disturbed and undisturbed wetlands, especially river and lake edges, and dramatically change ecosystem structure.

Tradescantia spathacea moved from Category I to Category II

Oyster plant (*Tradescantia spathacea*) is an herb known from at least 12 counties in southern Florida, although many populations have not been documented. A native of tropical America, this species was a very common ornamental plant decades ago, and is still grown occasionally for its green and purple foliage. The species spreads readily, both by vegetation offshoots and by seed. In urban areas, plants often appear on rooftops or on rock walls. It does spread into natural areas, but Committee members are unaware of sites where it has invaded natural areas and displaced native species to the extent of other Category I species. It has been moved to Category II.

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Lonicera japonica</i>	Japanese honeysuckle	I		N, C, S
<i>Ludwigia peruviana</i>	Peruvian primrosewillow	I		N, C, S
<i>Lygodium japonicum</i>	Japanese climbing fern	I	N	N, C, S
<i>Lygodium microphyllum</i>	Old World climbing fern	I	N	C, S
<i>Macfadyena unguis-cati</i>	cat's claw vine	I		N, C, S
<i>Manilkara zapota</i>	sapodilla	I		S
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark	I	P, N, U	C, S
<i>Mimosa pigra</i>	catclaw mimosa	I	P, N, U	C, S
<i>Nandina domestica</i>	nandina, heavenly bamboo	I		N, C
<i>Nephrolepis cordifolia</i>	sword fern	I		N, C, S
<i>Nephrolepis multiflora</i>	Asian sword fern	I		C, S
<i>Neyraudia reynaudiana</i>	Burma reed, cane grass	I	N	S
<i>Paederia cruddasiana</i>	sewer vine, onion vine	I	N	S
<i>Paederia foetida</i>	skunk vine	I	N	N, C, S
<i>Panicum repens</i>	torpedo grass	I		N, C, S
<i>Pennisetum purpureum</i>	Napier grass	I		N, C, S
<i>Pistia stratiotes</i>	waterlettuce	I	P	N, C, S
<i>Psidium cattleianum</i> (=P. littorale)	strawberry guava	I		C, S
<i>Psidium guajava</i>	guava	I		C, S
<i>Pueraria montana</i> var. <i>lobata</i> (=P. lobata)	kudzu	I	N	N, C, S
<i>Rhodomyrtus tomentosa</i>	downy rose-myrtle	I	N	C, S
<i>Rhynchelytrum repens</i> (=Melinis repens)	Natal grass	I		N, C, S
<i>Ruellia tweediana</i> (= R. brittoniana, R. coerulea)	Mexican petunia	I		N, C, S
<i>Sapium sebiferum</i> (=Triadica sebifera)	popcorn tree, Chinese tallow tree	I	N	N, C, S
<i>Scaevola taccada</i> (=Scaevola sericea, S. frutescens)	scaevola, half-flower, beach naupaka	I	N	C, S
<i>Schefflera actinophylla</i> (=Brassaia actinophylla)	schefflera, Queensland umbrella tree	I		C, S
<i>Schinus terebinthifolius</i>	Brazilian pepper	I	P, N	N, C, S
<i>Senna pendula</i> var. <i>glabrata</i> (=Cassia coluteoides)	climbing cassia, Christmas cassia, Christmas senna	I		C, S
<i>Solanum tampicense</i> (=S. houstonii)	wetland nightshade, aquatic soda apple	I	N, U	C, S
<i>Solanum viarum</i>	tropical soda apple	I	N, U	N, C, S
<i>Syngonium podophyllum</i>	arrowhead vine	I		N, C, S
<i>Syzygium cumini</i>	jambolan plum, Java plum	I		C, S
<i>Tectaria incisa</i>	incised halberd fern	I		S
<i>Thespesia populnea</i>	seaside mahoe	I		C, S
<i>Tradescantia fluminensis</i>	white-flowered wandering jew	I		N, C
<i>Urochloa mutica</i> (= Brachiaria mutica)	Para grass	I		C, S

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. *These species may become ranked Category I, if ecological damage is demonstrated.*

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Adenantha pavonina</i>	red sandalwood	II		S
<i>Agave sisalana</i>	sisal hemp	II		C, S
<i>Aleurites fordii</i> (=Vernicia fordii)	tung oil tree	II		N, C
<i>Alstonia macrophylla</i>	devil tree	II		S
<i>Altermanthera philoxeroides</i>	alligator weed	II	P	N, C, S
<i>Antigonon leptopus</i>	coral vine	II		N, C, S
<i>Aristolochia littoralis</i>	calico flower	II		N, C, S

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Asystasia gangetica</i>	Ganges primrose	II		C, S
<i>Begonia cucullata</i>	wax begonia	II		N, C, S
<i>Blechnum pyramidatum</i>	green shrimp plant, Brown's blechnum	II		N, C, S
<i>Broussonetia papyrifera</i>	paper mulberry	II		N, C, S
<i>Callisia fragrans</i>	inch plant, spironema	II		C, S
<i>Casuarina cunninghamiana</i>	river sheoak, Australian-pine	II	P	C, S
<i>Cecropia palmata</i>	trumpet tree	II		S
<i>Cestrum diurnum</i>	day jessamine	II		C, S
<i>Chamaedorea seifrizii</i>	bamboo palm	II		S
<i>Clematis terniflora</i>	Japanese clematis	II		N, C
<i>Cryptostegia madagascariensis</i>	rubber vine	II		C, S
<i>Cyperus involucratus</i> (<i>C. alternifolius</i> misapplied)	umbrella plant	II		C, S
<i>Cyperus prolifer</i>	dwarf papyrus	II		C, S
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo	II		C, S
<i>Elaeagnus pungens</i>	silverthorn, thorny olive	II		N, C
<i>Epipremnum pinnatum</i> cv. Aureum	pothos	II		C, S
<i>Ficus altissima</i>	false banyan, council tree	II		S
<i>Flacourtia indica</i>	governor's plum	II		S
<i>Hemarthria altissima</i>	limpo grass	II		C, S
<i>Hibiscus tiliaceus</i> (= <i>Talipariti tiliaceum</i>)	mahoe, sea hibiscus	II		C, S
<i>Ipomoea fistulosa</i> (= <i>I. carnea</i> ssp. <i>fistulosa</i>)	shrub morning-glory	II	P	C, S
<i>Jasminum sambac</i>	Arabian jasmine	II		S
<i>Kalanchoe pinnata</i>	life plant	II		C, S
<i>Koelreuteria elegans</i> ssp. <i>formosana</i> (= <i>K. formosana</i> ; <i>K. paniculata</i> misapplied)	flamegold tree	II		C, S
<i>Leucaena leucocephala</i>	lead tree	II	N	N, C, S
<i>Limnophila sessiliflora</i>	Asian marshweed	II	P, U	N, C, S
<i>Livistona chinensis</i>	Chinese fan palm	II		C, S
<i>Melia azedarach</i>	Chinaberry	II		N, C, S
<i>Melinis minutiflora</i>	Molassesgrass	II		C, S
<i>Merremia tuberosa</i>	wood-rose	II		S
<i>Murraya paniculata</i>	orange-jessamine	II		S
<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	II	P	N, C, S
<i>Nymphoides cristata</i>	snowflake	II		C, S
<i>Panicum maximum</i>	Guinea grass	II		N, C, S
<i>Passiflora biflora</i>	two-flowered passion vine	II		S
<i>Pennisetum setaceum</i>	green fountain grass	II		S
<i>Phoenix reclinata</i>	Senegal date palm	II		C, S
<i>Phyllostachys aurea</i>	golden bamboo	II		N, C
<i>Pittosporum pentandrum</i>	Philippine pittosporum, Taiwanese cheesewood	II		S
<i>Pteris vittata</i>	Chinese brake fern	II		N, C, S
<i>Ptychosperma elegans</i>	solitaire palm	II		S
<i>Rhoeo spathacea</i> (see <i>Tradescantia spathacea</i>)				
<i>Ricinus communis</i>	castor bean	II		N, C, S
<i>Rotala rotundifolia</i>	roundleaf toothcup, dwarf Rotala,	II		S
<i>Sansevieria hyacinthoides</i>	bowstring hemp	II		C, S
<i>Scleria lacustris</i>	Wright's nutrush	II		C, S
<i>Sesbania punicea</i>	purple sesban, rattlebox	II		N, C, S
<i>Solanum diphyllum</i>	two-leaf nightshade	II		N, C, S
<i>Solanum jamaicense</i>	Jamaica nightshade	II		C
<i>Solanum torvum</i>	susumber, turkey berry	II	N, U	N, C, S

Changes to the 2007 List:

Melinis minutiflora

added to list as Category II

Molasses grass (*Melinis minutiflora*) is a grass known from at least 6 Florida counties, mostly along the lower eastern coast. It is native to Africa and western Asia and was originally introduced as a forage grass in southern Florida. While it has been known to be established for some time, its populations have been expanding recently into undisturbed natural areas, especially pine rocklands in Miami-Dade County. Once established, it forms locally dense stands and excludes other herbs and graminoids. The strong molasses smell given off by the plants makes it especially easy to identify, particularly when it is stepped on.

Rotala rotundifolia

added to list as Category II

Roundleaf toothcup (*Rotala rotundifolia*) is an aquatic herb known from at least three Florida counties in southern Florida (Broward, Lee, and Palm Beach). It is also introduced in Alabama. It is native to India and Southeast Asia. The species is commonly grown as an aquarium plant and has been introduced after aquarium grown plants were discarded into Florida wetlands. It has become established in canals and along rivers. It reproduces readily through sexual and asexual means and is expected to spread within the state. It is also known as dwarf rotala.

Use of the FLEPPC List

FLEPPC encourages use of the Invasive Species List for prioritizing and implementing management efforts in natural areas, for educating lay audiences about environmental issues, and for supporting voluntary invasive plant removal programs. When a non-native plant species is to be restricted in some way by law, FLEPPC encourages use of the List as a first step in identifying species worth considering for particular types of restriction. For more information on using the FLEPPC List of Invasive Plant Species, see *Wildland Weeds* Summer 2002 issue (Vol. 5, No. 3), pp. 16-17.

NOTE: Not all exotic plants brought into Florida become pest plants in natural areas. The FLEPPC List of Invasive Plant Species represents only about 10% of the 1,300+ exotic species that have been introduced into Florida and subsequently established outside of cultivation. Most escaped exotics usually present only minor problems in highly disturbed areas (such as roadsides). And there are other exotics cultivated in Florida that are “well-behaved” — that is, they don’t escape cultivation at all.



www.fleppc.org

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Sphagneticola trilobata</i> (= <i>Wedelia trilobata</i>)	wedelia	II		N, C, S
<i>Stachytarpheta cayennensis</i> (= <i>S. urticifolia</i>)	nettle-leaf porterweed	II		S
<i>Syagrus romanzoffiana</i> (= <i>Arecastrum romanzoffianum</i>)	queen palm	II		C, S
<i>Syzygium jambos</i>	rose-apple	II		C, S
<i>Terminalia catappa</i>	tropical-almond	II		C, S
<i>Terminalia muelleri</i>	Australian-almond	II		C, S
<i>Tradescantia spathacea</i> (= <i>Rhoeo spathacea</i> , <i>Rhoeo discolor</i>)	oyster plant	II		S
<i>Tribulus cistoides</i>	puncture vine, burr-nut	II		N, C, S
<i>Urena lobata</i>	Caesar's weed	II		N, C, S
<i>Vitex trifolia</i>	simple-leaf chaste tree	II		C, S
<i>Washingtonia robusta</i>	Washington fan palm	II		C, S
<i>Wedelia</i> (see <i>Sphagneticola</i> above)				
<i>Wisteria sinensis</i>	Chinese wisteria	II		N, C
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear	II		N, C, S

Citation example:

FLEPPC. 2007. List of Florida's Invasive Plant Species. Florida Exotic Pest Plant Council. Internet: <http://www.fleppc.org/07list.htm> or *Wildland Weeds* Vol. 10(4), Fall 2007.

The 2007 list was prepared by the FLEPPC Plant List Committee:

Keith A. Bradley – Chair (2006-present), The Institute for Regional Conservation, 22601 S.W. 152nd Ave., Miami, FL 33170

Kathy Craddock Burks – Chair (2001-2006)

Nancy Craft Coile, Botanist Emerita, Division of Plant Industry, Florida Department of Agriculture and Consumer Services, 22804 N.W. County Road 2054, Alachua, FL 32615

Janice A. Duquesnel, Florida Park Service, Florida Department of Environmental Protection, P.O. Box 1052, Islamorada, FL 33036

David W. Hall, Private Consulting Botanist, 3666 N.W. 13th Place, Gainesville, FL 32605

Roger L. Hammer, Miami-Dade Parks Department, Castellow Hammock Nature Center, 22301 S.W. 162nd Ave., Miami, FL 33030

Patricia L. Howell, Broward County Parks, Environmental Section, 950 NW 38th Street, Oakland Park, FL 33309

Colette C. Jacono, U. S. Geological Survey, Center for Aquatic Resources Studies, 7920 NW 71st Street, Gainesville, FL 32653

Kenneth A. Langeland, Center for Aquatic and Invasive Plants, IFAS, University of Florida, 7922 N.W. 71st St., Gainesville, FL 32606

Chris Lockhart, Florida Natural Areas Inventory, c/o P.O. Box 243116, Boynton Beach, FL 33424-3116

Gil Nelson, Gil Nelson Associates, 157 Leonard's Drive, Thomasville, GA 31792

Robert W. Pemberton, Invasive Plants Research Lab, U.S. Dept. of Agriculture, 3225 College Ave., Ft. Lauderdale, FL 33312

Jimi L. Saddle, Everglades National Park, 40001 State Road 9336, Homestead, FL 33034

Robert W. Simons, 1122 S.W. 11th Avenue, Gainesville, FL 32601-7816

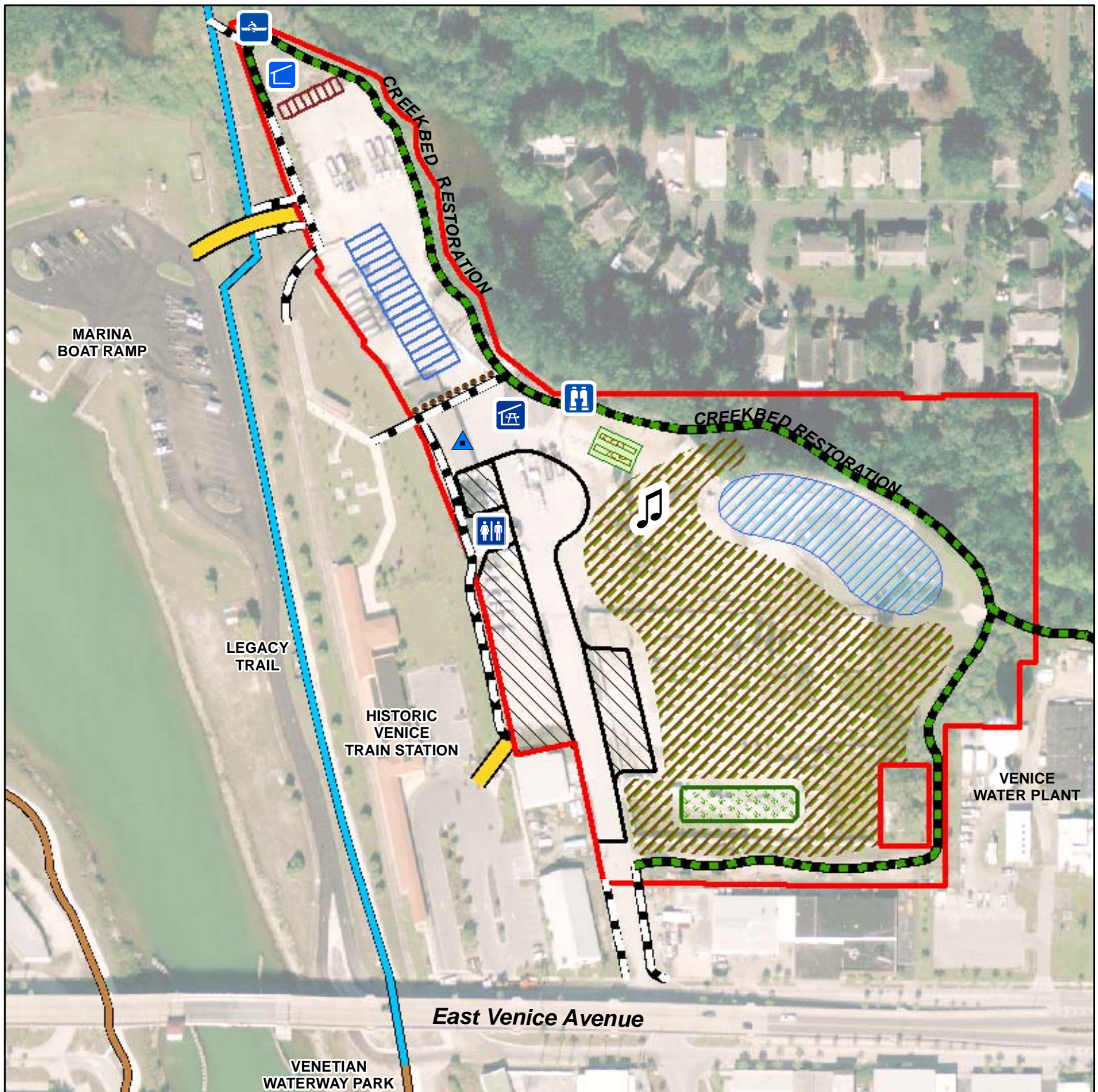
Sandra M. Vardaman, Alachua County Forever Land Conservation Program, Alachua County Environmental Protection Dept., 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601

Daniel B. Ward, Department of Botany, University of Florida, 220 Bartram Hall, Gainesville, FL 32611

Richard P. Wunderlin, Institute for Systematic Botany, Dept. of Biological Sciences, University of South Florida, Tampa, FL 33620

FLEPPC Database – The Florida Exotic Pest Plant Database contains over 6,000 sight records of infestations of FLEPPC Category I and Category II species in Florida public lands and waters. 360 species are recorded. Nearly all of the records are from local, state, and federal parks and preserves; a few records document infestations in regularly disturbed public lands such as highway or utility rights-of-way. Natural area managers and other veteran observers of Florida's natural landscapes submit these records, with many supported further by voucher specimens housed in local or regional herbaria for future reference and verification. New and updated observations can be submitted online at www.fleppc.org/EDDMapS/. This database, along with other plant-data resources such as the University of South Florida Atlas of Florida Vascular Plants at www.plantatlas.usf.edu, the Florida Natural Areas Inventory database at www.fnai.org, and The Institute for Regional Conservation Floristic Inventory of South Florida database at www.regionalconservation.org, provides important basic supporting information for the FLEPPC List of Invasive Plant Species.

Images of FLEPPC-listed species may be found at one or more of the following websites: University of South Florida Atlas of Florida Vascular Plants, www.plantatlas.usf.edu; the “Introduced Species” page on the University of Florida Herbarium website, www.flmnh.ufl.edu/herbarium/cat/digitalimagingprojects.htm; at Fairchild Tropical Garden's Virtual Herbarium, www.virtualherbarium.org/vhportal.html, The Robert K. Godfrey Herbarium at FSU, <http://herbarium.bio.fsu.edu/index.php>; and at the University of Florida's Center for Aquatic and Invasive Plants, <http://plants.ifas.ufl.edu>. Please note that greater success and accuracy in searching for plant images is likely if you search by scientific name rather than a common name. Common names often vary in cultivation and across regions. For additional information on plants included in this list, see related links and pages at www.fleppc.org.

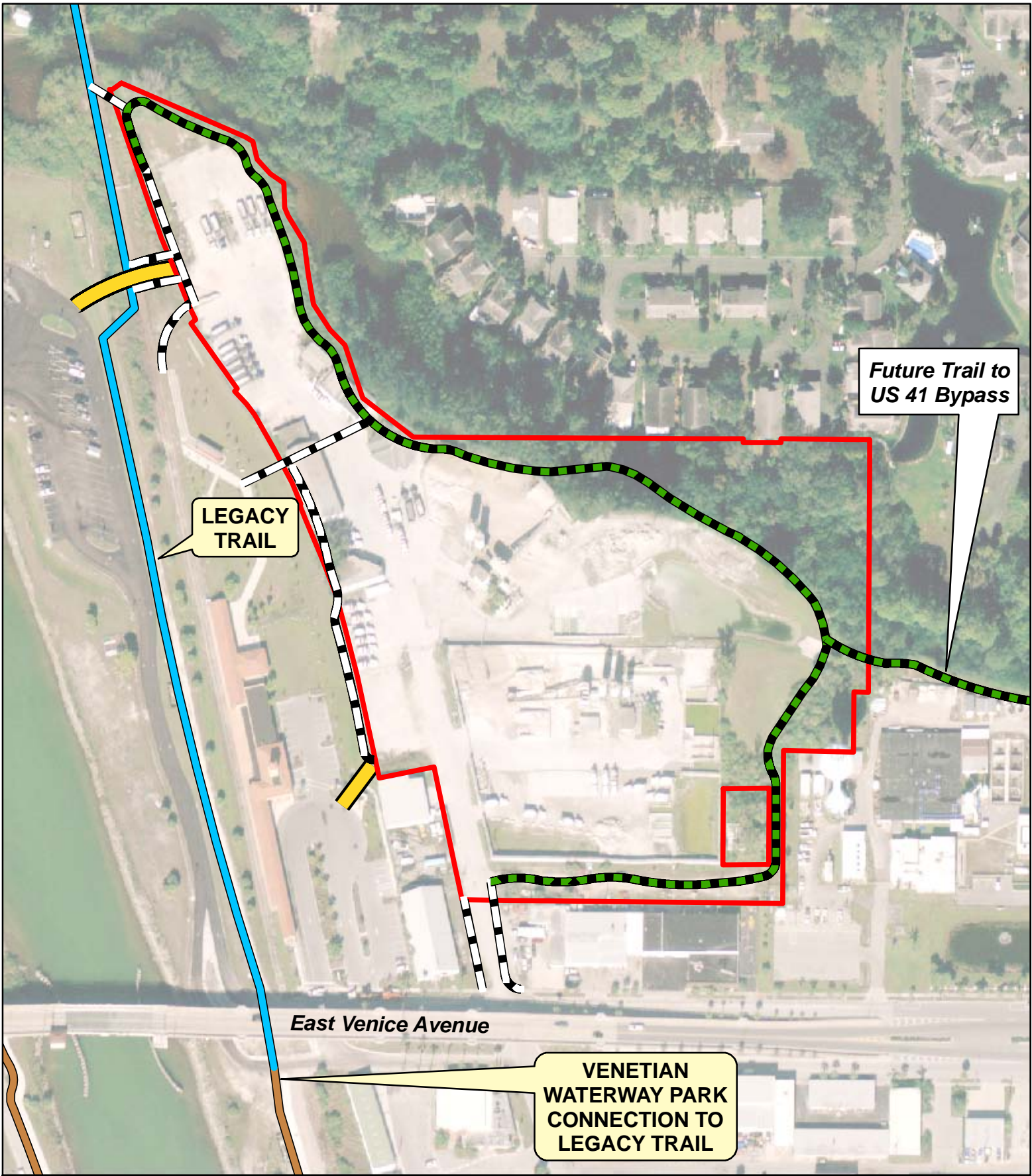


	Restroom		Observation Deck		Horseshoe Pit		Demonstration Garden
	Picnic Shelter		Swings		Project Site		Native Landscaping/Upland Restoration
	2-Pole Shelter		Band Shell		Parking		24' Road Connector
	Canoe/Kayak Launch		Bollards		Boat Parking		Connector for Multi Use Trail
					Canoe/Kayak Launch Parking		Legacy Trail
					Stormwater Pond/Hydrological Restoration		Venetian Waterway Park
							Nature Trail

NORTH

The City of Venice
Legacy Park
Master Site Plan
EXHIBIT F

0 100 200 Feet

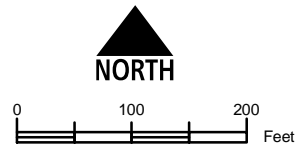


Future Trail to US 41 Bypass





LEGACY TRAIL

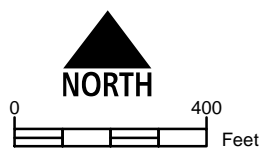
East Venice Avenue

VENETIAN WATERWAY PARK CONNECTION TO LEGACY TRAIL



The City of Venice
Legacy Park
Trail Network Map
EXHIBIT G

-  Nature Trail
-  Connector for Multi Use Trail
-  24' Road Connector
-  Project Site



The City of Venice
 Legacy Park
 Greenway Map
EXHIBIT H

- Future Trail**
- Canoe/Kayak Launch**
- Project Site**

FCT Contract Number 09-CT-D1-08-FB-A1-024
FLORIDA COMMUNITIES TRUST
08-024-FF8
LEGACY PARK
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST (“FCT”), a non-regulatory agency within the State of Florida Department of Community Affairs, and the CITY OF VENICE, a political subdivision of the State of Florida (“Recipient”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (“Project Site”), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs (“Department”) which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-one percent (21%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code (“F.A.C.”) sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on September 4, 2008 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

08-024-FF8
October 7, 2008
Reimbursement

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009, F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, Rule 9K-7.003(8) F.A.C., recognizes real property owned by the Recipient and included in the application as part of the Project Site as an eligible source of Match, provided that the real property is acquired by the Recipient within 24 months after the application deadline for which the application was made. The date of this application deadline was May 7, 2008;

WHEREAS, the Recipient will acquire fee simple title to the entire Project Site prior to February 28, 2009 *(Insert date[s])* from The Trust for Public Lands _____ *(Insert name[s])*;

WHEREAS, the Recipient will request disbursement of FCT Florida Forever Bond proceeds, subsequent to acquiring the Project Site, for the reimbursement of Project Costs expended by the Recipient for the acquisition of the Project Site; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to reimbursing the Recipient for Project Costs.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end **June 3, 2009** ("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an extension, or if a requested extension is not granted by FCT, the Recipient's award shall be rescinded and this Agreement shall terminate.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **November 14, 2008**. If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or the termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Costs may be reimbursed in an expeditious manner.

4. The Recipient shall provide a monthly status report to FCT of its progress towards reimbursement of the Project Costs.

5. The Recipient shall provide the appraisal(s) required by 9K-8.007, F.A.C. to FCT for review by a date not to exceed ninety (90) days after the Recipient's project is selected for funding. The appraisals shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Fifty Percent (50%) of the final Project Costs, as defined in Rule 9K-7.002(32), F.A.C., or Three Million Seven Hundred Thousand Dollars And Zero Cents (\$3,700,000.00), unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(6), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(32), F.A.C. FCT shall participate in the

land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's application for funding in order to acquire the entire Project Site identified in the application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in 9K-7.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant to the Recipient. The FCT Award shall only be delivered after FCT approval of the Project Plan and Project Site acquisition terms. FCT shall prepare a grant reconciliation statement prior to the reimbursement that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of the FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(24), F.A.C. If the value of Pre-acquired land, as defined by Rule 9K-7.002(31), F.A.C., or donated land is the source of the Match, the MAPP shall determine the value of the Match. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, this Agreement shall be terminated unless the Recipient agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

7. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: Valerie Raney

Title: Research Analyst

Address: 401 West Venice Avenue
Venice, FL 34285

Phone: 941-486-2626 x. 25006 Fax: 941-480-3031

E-mail: vraney@ci.venice.fl.us

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, grant reconciliation statement, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Nancy K. Woodley

Title: Interim City Manager

Address: 401 West Venice Avenue
Venice, FL 34285

Phone: 941-486-2626 x. 24006 Fax: 941-480-3031

Email: nwoodle@ci.venice.fl.us

4. In the event that different representatives or addresses are designated for either paragraph 2. or 3. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-6000443.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to the final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

- a. Closing documents associated with the parcel(s):
 - (1) A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between Recipient and The Trust for Public Lands (Insert name[s] of Seller[s]).
 - (2) A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).
 - (3) A copy of the recorded deed(s) evidencing conveyance of title to the parcel(s) to the Recipient.
 - (4) Certified survey(s) of the parcel(s) that meets the requirements of Rule 9K-8.006, F.A.C., and is dated within ninety (90) days of the date of acquisition of the parcel(s) by Recipient.
 - (5) A copy of the title insurance policy(s) evidencing marketable title in Recipient to the parcel(s) and effective the date of acquisition of the parcel(s) by the Recipient, including a statement from the title insurer as to the minimum promulgated rate if premium was paid by Recipient, and all documents referenced in the title policy(s).
 - (6) Environmental site assessment(s) of the parcel(s) certified to the Recipient, which meets the standards and requirements of ASTM Practice E 1527, and with a date of certification within ninety (90) days of the date of acquisition of the parcel(s) by Recipient, together with the statement required by Rule 9K-8.012(4), F.A.C.

- b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C. and as described in Article VII below.
- c. A statement of the Project Costs.
- d. A statement of the amount of the award being requested from FCT.
- e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.
- f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.
- g. A signed statement by the Recipient that all activities under this Agreement comply will all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.
- h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves the Project Plan containing a copy of the document(s) vesting title to the Project Site in the Recipient.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or commissions with close scrutiny to determine if the fee or commission is reasonable. FCT will not reimburse the portion of real estate fees or commissions that are determined by FCT to be unreasonable. Recipient will be financially responsible for the portion of the real estate fee or commission not reimbursed by FCT.

6. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

08-024-FF8
October 7, 2008
Reimbursement

7. Reimbursement for Project Costs shall not occur until after FCT approval of the Project Plan.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X, and XI herein.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

- a. An introduction containing the project name, location and other background information relevant to management.
- b. The stated purpose for acquiring the Project Site as proposed in the application and a prioritized list of management objectives.
- c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.
- e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.
- h. A description of proposed educational displays and programs to be offered, if applicable.
- i. A description of how the management will be coordinated with other agencies and public lands, if applicable.

- j. A schedule for implementing the development and management activities of the Management Plan.
- k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla. Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VIII. SPECIAL MANAGEMENT CONDITIONS

In addition to the Management Plan conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the Project Site and result from either commitments made in the application that received scoring points or observations made by FCT staff during the site visit described in Rule 9K-7.009, F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

2. At least four recreational facilities such as canoe/kayak launch, picnic pavilion, tetherball, and wildlife observation deck shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

3. The project shall provide an access facility to Hatchett Creek, such as a canoe/kayak launch.

4. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.

5. Interpretive signs or kiosks shall be provided on the project site to educate visitors about the natural environment or history of the area.

6. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

7. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

8. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

9. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

08-024-FF8
October 7, 2008
Reimbursement

10. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the Southwest Florida Water Management District.
11. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.
12. Exotic vegetation shall be removed from the project site.
13. A significant portion of the upland area on the project shall be planted with native vegetation.
14. A significant portion of the wetland area on the project shall be planted with native vegetation.
15. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
16. A feral animal removal program shall be developed and implemented for the project site.
17. An archaeological and historical survey of the project site shall be conducted prior to any development activity. The results of this survey shall be reviewed in conjunction with the Division of Historical Resources to develop an appropriate protection plan for any archaeological and historic resources identified on the project site. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.
18. A safe pedestrian sidewalk connection shall be provided between the project site and the sidewalk network in the adjacent neighborhood.
19. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.
20. Management of the project site shall be coordinated with management of the adjacent Train Depot Park.
21. A nature trail of at least ¼ mile shall be provided on the project site.

22. The development and management of the project site shall be coordinated with the agencies managing the Legacy Trail and Venetian Waterway Park Trail, to ensure the project site is managed as part of a linked land-based trail system.

23. The development and management of the project site shall enhance the designated Florida Circumnavigational Saltwater Paddling Trail by providing a paddling trail sign, canoe/kayak launch, and restrooms.

IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, FLA. STAT.

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, Fla. Stat.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"), or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of reimbursement of Project Costs and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a)

08-024-FF8
October 7, 2008
Reimbursement

the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the reimbursement of Project Costs, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the reimbursement of Project Costs.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of

**08-024-FF8
October 7, 2008
Reimbursement**

Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the “disallowable activities,” may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person’s capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written

08-024-FF8
October 7, 2008
Reimbursement

notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapters 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

08-024-FF8
October 7, 2008
Reimbursement

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):

Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla.Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

XIII. DEFAULT; REMEDIES; TERMINATION

08-024-FF8
October 7, 2008
Reimbursement

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

- a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
- b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;
- c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or
- d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;
- b. Commence an appropriate legal or equitable action to enforce

performance of this Agreement;

- c. Withhold or suspend payment of all or any part of the FCT Award;
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or
- e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla.Stat., as amended. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), Fla. Stat. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by the Trust, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), Fla. Stat.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

XIV. LEGAL AUTHORIZATION

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XV. STANDARD CONDITIONS

08-024-FF8
October 7, 2008
Reimbursement

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

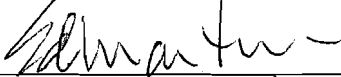
4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.


This Agreement embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF VENICE

By: 
Print Name: ED MARTIN
Title: MAYOR
Date: 10/28/08

FLORIDA COMMUNITIES TRUST

By: 
Ken Reecy
Community Program Manager
Date: 11-12-08

08-024-FF8
October 7, 2008
Reimbursement

Approved as to Form and Legality:

By: 

Print Name: ROBERT C. ANDERSON

Approved as to Form and Legality:

By: 

Matthew Davis, Trust Counsel

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR
THE CONSOLIDATION OF CITY OF VENICE AND SARASOTA COUNTY
PARKS AND RECREATION SERVICES**

THIS SECOND AMENDMENT, by and between the City of Venice, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and the County of Sarasota, Florida, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, CITY AND COUNTY entered into an Interlocal Agreement providing for consolidation of City of Venice and Sarasota County Parks and Recreation Services on November 17, 1992 ("Recreational Facilities Interlocal Agreement"); and,

WHEREAS, CITY and COUNTY amended said Interlocal Agreement on October 21, 1997 to include additional named parks,

WHEREAS, the Interlocal Agreement provides that those recreation areas identified in Exhibit "A" of the Interlocal Agreement shall be the responsibility of the COUNTY to operate and maintain and that Exhibit "A" may be modified by additions or deletions as demand for services and facilities change on an annual basis; and,

WHEREAS, the CITY acquired the property located at 395 East Venice Avenue on December 19, 2008, which was formerly known as the Cemex Site and is to be now known as the "Legacy Park"; and,

WHEREAS, it is the intent of the CITY and COUNTY to revise the list of recreation areas identified in Exhibit "A" of the Interlocal Agreement to incorporate the "Legacy Park"; and,

WHEREAS, both parties recognize that site development and operation will be in accordance with the "Legacy Park Management Plan", which will be subsequently approved by the City, County and the Florida Communities Trust; and as may be amended from time to time only upon agreement of the County, which agreement shall not be unreasonably withheld; and,

Now, THEREFORE, in consideration of the foregoing and mutual covenants' contained herein, it is agreed as follows:

1. Incorporation of prior documents: The Interlocal Agreement providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services, dated November 17, 1992, between the CITY and COUNTY, and the subsequent amendment to said Interlocal Agreement

dated October 21, 1997, copies of which are on file at the office of the City Clerk, are made a part hereof by reference, and hereafter referred to as the "Recreational Facilities Interlocal Agreement" and the "First Amendment to the Recreational Facilities Interlocal Agreement".

2. Revisions to Exhibit "A": The list of City of Venice areas and facilities that have become responsibility of Sarasota County to operate and maintain through the consolidation of parks and recreation services is hereby amended to add reference to the Legacy Park. A copy of the revised Exhibit "A" is attached hereto and made a part hereof by reference.
3. Filing of Amendment: It shall be a condition precedent to the effectiveness of this Second Amendment that a certified copy of this Second Amendment be filed with the Clerk of the Circuit Court in and for Sarasota County.
4. Effect of Amendment: Except as expressly amended hereby, all other terms and conditions of the Recreational Facilities Interlocal Agreement shall remain in full force and effect.
5. Effective Date: This Second Amendment to the Recreational Facilities Interlocal Agreement providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services shall be effective on the date this Second Amendment is executed by both parties hereto.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, this Second Amendment to the Recreational Facilities Interlocal Agreement providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services, has been executed in duplicate, by respective parties hereto.

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: [Signature]
Deputy Clerk

Approved as to Form and Correctness:

By: [Signature]
County Attorney *KRS*

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: [Signature]
Chair
Date: 2/18/2009

ATTEST:
LORI STELZER, City Clerk
City of Venice, Florida

By: [Signature]

Approved as to Form and Correctness:

By: [Signature]
City Attorney

CITY OF VENICE, FLORIDA

By: [Signature]
Ed Martin, Mayor

Date: February 10, 2009

Approved By City Council

Date: 02/10/2009

EXHIBIT "A"

TO

**CITY OF VENICE RECREATION FACILITIES
INTERLOCAL AGREEMENT**

Brohard Park (excluding the Fishing Pier and Restaurant Concession)

Chauncy Howard Park

Chuck Reiter Park

Hecksher Park

Higel Park and Boat Ramp

Legacy Park

Marina Park and Boat Ramp (Hatchett Creek, if and when completed)

Service Club Park

Venice Community Center

Venice Municipal Beach

Venice Wellfield Park

CONTRACT NO. 98-008
BCC APPROVED 10/31/97

FIRST AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR THE
CONSOLIDATION OF CITY OF VENICE AND SARASOTA COUNTY
PARKS AND RECREATIONAL SERVICES

THIS FIRST AMENDMENT, by and between the City of Venice, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and the County of Sarasota, Florida, hereinafter referred to as "COUNTY."

WITNESSETH

WHEREAS, CITY AND COUNTY entered into an Interlocal Agreement Providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services on November 17, 1992 ("Recreational Facilities Interlocal Agreement"); and,

WHEREAS, the Interlocal Agreement provides that those recreation areas identified in Exhibit "A" of the Interlocal Agreement shall be the responsibility of COUNTY to operate and maintain and that Exhibit "A" may be modified by additions or deletions as demand for services and facilities change on an annual basis; and,

WHEREAS, it is the intent of CITY AND COUNTY to revise the list of recreation areas identified in Exhibit "A" of the Interlocal Agreement in order to update the list.

Now, THEREFORE, in consideration of the foregoing and mutual covenant's contained, it is agreed as follows:

1. Incorporation of Prior Document: The Interlocal Agreement Providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services, dated November 17, 1992, between CITY and COUNTY, a copy of which is on file at the office of the City Clerk, is made a part hereof by reference, and hereafter referred to as the "Recreational Facilities Interlocal Agreement".
2. Revisions to Exhibit "A": The list of City of Venice areas and facilities that have become the responsibility of Sarasota County to operate and maintain through the consolidation of parks and recreation services is hereby amended to delete reference to the Venice Recreation Center. The list is further amended by adding reference to Chauncy Howard Park and Service Club Park. A copy of the revised Exhibit "A" is attached hereto and made part hereof by reference.
3. Filing of Amendment: It shall be a condition precedent to the effectiveness of this First Amendment that a certified copy of this First Amendment be filed with the Clerk of the Circuit Court in and for Sarasota County.
4. Effect of Amendment: Except as expressly amended hereby, all other terms and conditions of the Recreational Facilities Interlocal Agreement shall remain in full force and effect.

5. Effective Date: This First Amendment to Recreational Facilities Interlocal Agreement Providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services shall be effective on the date this First Amendment is executed by both parties hereto.


IN WITNESS WHEREOF, this First Amendment to Recreational Facilities Interlocal Agreement Providing for the Consolidation of City of Venice and Sarasota County Parks and Recreation Services, has been executed in duplicate, by the respective parties hereto.


THE CITY OF VENICE, FLORIDA

Dated: 24 September 1997

By: 
David Farley, Vice-Mayor

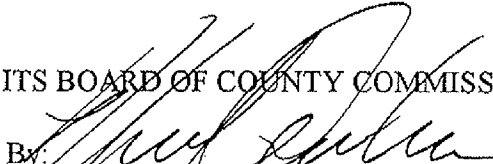
ATTEST:


Lori Stelzer, City Clerk

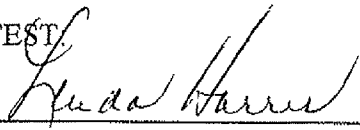
APPROVED AS TO FORM AND EXECUTION

Bob Anderson, City Attorney

SARASOTA COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Dated: October 21, 1997

By: 
Robert Anderson, Chairman

ATTEST:


Deputy Clerk

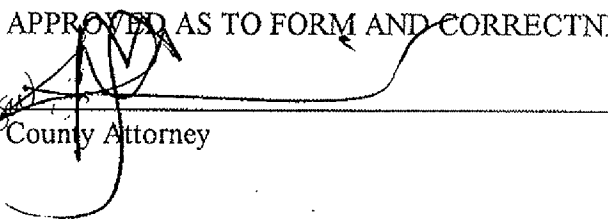
APPROVED AS TO FORM AND CORRECTNESS

County Attorney

EXHIBIT "A"

TO

**CITY OF VENICE RECREATION FACILITIES
INTERLOCAL AGREEMENT**

Brohard Park (excluding the Fishing Pier and Restaurant Concession)

Chauncy Howard Park

Chuck Reiter Park

Hecksher Park

Higel Park & Boat Ramp

Marina Park & Boat Ramp (Hatchett Creek, if and when completed)

Service Club Park

Venice Community Center

Venice Municipal Beach

Venice Wellfield Park

CONTRACT NO. 93-037
BCC APPROVED 11/17/92

RECREATIONAL FACILITIES INTERLOCAL
AGREEMENT

THIS AGREEMENT, by and between the CITY OF VENICE, FLORIDA, 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",

W I T N E S S E T H:

WHEREAS, the City and the County are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of their citizens; and

WHEREAS, the County is currently operating and maintaining certain City owned recreational properties and facilities pursuant to an Interlocal Agreement between the City and the County relating to recreational facilities signed on July 25, 1980 by the Mayor of Venice and on July 8, 1980 by the Chairman of the County Board of County Commissioners (Contract No. 80-112), hereinafter referred to as the "existing Interlocal Agreement"; and

WHEREAS, that certain Stipulated Agreement For Entry Of Order Settling Dual Taxation Dispute between the City of Venice and Sarasota County, adopted by order of the Court on November 2, 1989 in the case of Town of Longboat Key, Florida, et al. v. Sarasota County, Florida, Case No. 76-1503-CA-01, Circuit Court, 12th Judicial Circuit in and for Sarasota County, hereinafter referred to as the "Stipulated Agreement," provides in Paragraph 1(G) for a twenty (20) year Interlocal Agreement for the County operation and maintenance of certain City owned recreational facilities; and

WHEREAS, the City and the County wish to supersede and replace the existing Interlocal Agreement with the Agreement set forth herein; and

WHEREAS, the City and County acknowledge the importance of providing affordable recreational programs that stress participation rather than revenue; and

WHEREAS, the parties have determined that all Sarasota County citizens would benefit by the consolidation of certain City and County recreational programs, activities and facilities under the direction of a single administrative unit; and

WHEREAS, the City and the County have the authority pursuant to the provisions of general law, including Section 163.01, Florida Statutes, to enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

1. Those recreation areas or parts thereof, including the facilities thereon, identified in Exhibit "A" attached hereto and hereinafter referred to collectively as the "recreation areas," shall be the responsibility of the County to operate and maintain for the duration of this Agreement commencing on April 1, 1991. The recreation areas shall remain the property of the City, and any new facilities or improvements constructed thereon by the City or County shall likewise become the property of the City. The list of recreation areas shown on Exhibit "A" may be modified by additions or deletions as demand for services and facilities change, however, no additions or deletions shall be made without the mutual agreement of the City and the County. A list of any proposed additions or deletions shall be delivered by the proposing party to the governing body of the other party by March 1 of any year in which changes are proposed so that they may be considered during the budget review process for the next fiscal year's budget. Any additions or deletions to Exhibit "A" approved by the governing bodies of both the City and the County shall be filed with the Clerk of the Circuit Court.

2. The County shall maintain the recreation areas in good condition. The County shall employ sufficient qualified staff to develop, organize, promote and supervise recreational programs and activities at said facilities. Any disputes concerning the level of maintenance or the recreational programs shall first be addressed to the County Natural Resources and Recreational Advisory Board for recommendations. Such dispute shall be finally resolved by mutual agreement between the City and the County.

3. The County recognizes that the City is currently undertaking preparation of a Master Plan for Brohard Park. The County agrees that the City shall be the lead agency in the plan, but the County shall have the right to assist with planning, implementation, and financing of the plan. It is understood that Brohard Park is located on Venice Municipal Airport Property. The City shall be responsible for any fees or rental required by the FAA for the use of Venice Municipal Airport Property.

4. The County shall pay all costs for the operation and maintenance of the recreation areas, including, but not limited to, electrical, telephone, water, wastewater and solid waste service. These services shall be paid for by the County in accordance with the normal charges in effect from time to time for municipal users of such services.

5. The County shall be responsible for carrying insurance upon the recreation areas and facilities in such types and amounts as it determines to be necessary or desirable, except for physical damage to the real property improvements and personal property owned by the City which shall be the responsibility of the City. This includes the option to self insure.

6. The City shall not be responsible for any claims, judgments,

damages or costs arising out of the negligence of the County or the County's agents or employees in carrying out this Agreement, and the County shall not be responsible for any claims, judgments, damages or cost arising out of the negligence of the City or the City's agents or employees in carrying out this Agreement.

7. The City and County may periodically wish to make improvements or add facilities to the recreation areas. Said improvements or facilities shall be mutually agreed upon as to desirability, responsibility, design, staffing and future maintenance considerations. Capital costs may be shared or fully underwritten by either the City, County or a private source. The City and the County shall mutually agree as to their responsibility for any indebtedness incurred for new facilities, including responsibility for such indebtedness in the event of termination of this Agreement. No lessee, licensee or holder of a Facility Use Agreement of any recreation area shall be permitted to construct or install additional capital facilities on a recreation area without the prior approval of the City and the County.

8. The County shall establish the rate of and be the recipient of any and all revenues produced by the recreation areas. Such revenue to be established by the County may include, but is not limited to: user fees, rentals, concessions, instruction fees and admissions. In establishing these fees, the County recognizes the importance of providing affordable recreational opportunities for all residents. Fees will therefore be kept at a level that encourages participation. All fees established by the County will be approved by resolution following an advertised public hearing.

9. The County shall obtain the advance approval of the City for major events scheduled by the County at the recreation areas located within the City where such events will have a material impact on traffic control or other City services. It shall be the responsibility of the County to coordinate with the City for the provision of public services such as: traffic control, street closings, security, and refuse collection which will be provided by the City on a reimbursable basis to the organization conducting the event. The City shall likewise notify the County of major events scheduled by the City at recreation areas within the City so that the County and City may coordinate regarding increased staffing, facilities, and so forth needed to accommodate the event.

10. There shall always be at least one (1) City resident appointed by the County Commission on the Natural Resources and Recreation Advisory Board upon nomination of the City Council.

11. The duration of this Agreement shall be for a period of twenty (20) years from April 1, 1991 until March 31, 2011, and this Agreement shall be automatically renewed for an additional twenty (20) year period unless terminated under Paragraph 12 hereof.

12. Either the City or County shall have the right to terminate

this Agreement by notification of intent by January 31 of any given year. Such notification shall include the reason termination is sought and a sixty (60) day period of time for response. If a solution satisfactory to both parties is not made within this time frame, the party giving notice may, following an advertised public hearing, vote to terminate this Agreement. A vote required to terminate this Agreement shall be a vote of the majority plus one of the governing body seeking termination. Cancellation of this Agreement shall then become effective on the first day of October of the year of notification.

13. This Agreement shall become effective when a certified copy of the fully executed Agreement is filed with the Clerk of the Circuit Court in and for Sarasota County.

14. This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, 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.

15. This Agreement supersedes and replaces the existing Interlocal Agreement.

16. The parties hereto acknowledge and agree that, upon execution of this Agreement by both parties, this Interlocal Agreement shall fully satisfy the requirements of paragraph 1.g. of the Stipulated Agreement.

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

CITY OF VENICE, FLORIDA

ATTEST:

B. N. Smanski
City Clerk

By: Harry E. Case
Mayor

Dated: 4-24-91

APPROVED AS TO FORM AND EXECUTION:

[Signature]
Attorney for City of Venice

SARASOTA COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

Paula J. Clintoman
Clerk

By: [Signature]
Chairman

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

[Signature]
13v Attorney for Sarasota County Board
of County Commissioners

EXHIBIT "A"

TO

CITY OF VENICE RECREATIONAL FACILITIES
INTERLOCAL AGREEMENT

Chuck Reiter Park

Venice Wellfield Park

Hecksher Park

Venice Recreation Center

Venice Community Center

Venice Municipal Beach

Brohard Park, (excluding the Fishing Pier and restaurant concession)

Higel Park and Boat Ramp

Marina Park and Boat Ramp (Hatchet Creek) (if and when completed)

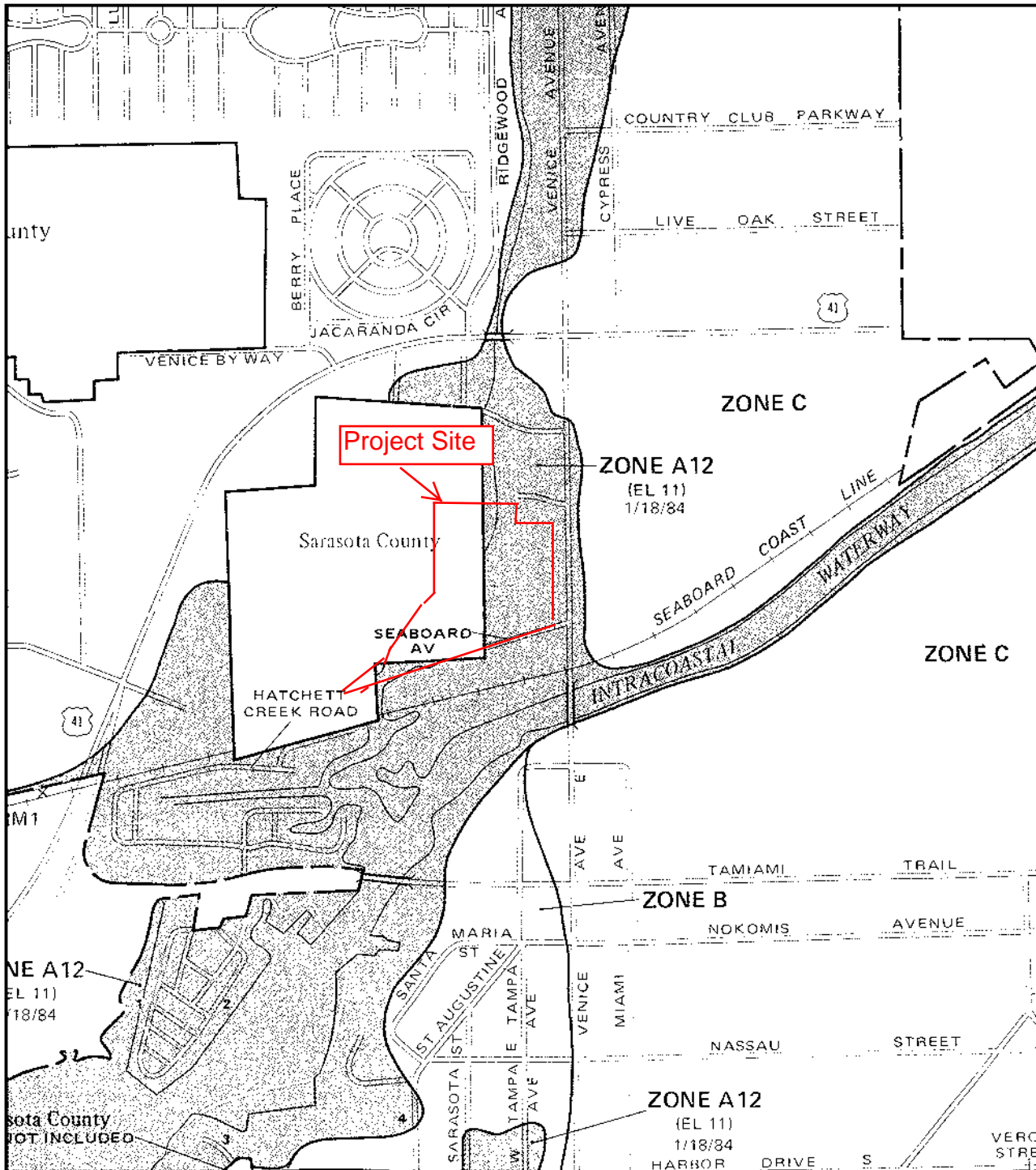
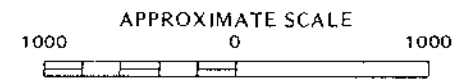


Exhibit K



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
VENICE,
FLORIDA
SARASOTA COUNTY

(ONLY PANEL PRINTED)

NOTE

THIS MAP INCORPORATES APPROXIMATE BOUNDARIES OF COASTAL BARRIER RESOURCES SYSTEM UNIT AND/OR OTHER WISE PROTECTED AREAS ESTABLISHED UNDER THE COASTAL BARRIER IMPROVEMENT ACT OF 1990 (PL 101-691).

COMMUNITY-PANEL NUMBER

125154 0005 D

MAP REVISED:

MAY 18, 1992



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov