

OFFICE OF THE CITY MANAGER

September 4, 2009

Mr. Bart Vernace
Assistant Manager
FAA Orlando Airport District Office
5950 Hazeltine National Dr., Suite 400
Orlando, Florida 32822-5024

RE: Venice Municipal Airport Land Use Inspection Report Corrective Action Plan

Dear Mr. Vernace:

On May 20 and 21, 2009, William Garrison and Rebecca Henry conducted a land-use compliance inspection at Venice Municipal Airport, (VNC), Venice, Florida. They were assisted by Mr. Fred Watts, Airport Director and Ms. Heather LeDuc, Airport Administrative Assistant.

This letter is in response to your request for a Corrective Action Plan within thirty days. We are very grateful for the time that Ms. Henry and Mr. Garrison provided to us for the inspection and evaluation of the Venice Municipal Airport compliance issues.

With regards to your comments about the existing Airport facilities development and consistency with the approved ALP please note the City's responses are in red. This format will facilitate your review of our responses and expedite our mutual efforts to resolve some of the concerns we both share.

(a) *Airport property maps do not appear to consistently define the limits of the parcels that were transferred from the U.S. Government via the quitclaim deeds or the current Airport property boundary.*

Response:

The City is developing a Request for Qualifications and will advertise for the selection of a professional survey engineer to survey all federally obligated Airport property, including the airfield proper and noncontiguous non-aeronautical use parcels. The City will concurrently initiate an application for grant assistance with this work effort from FDOT (Aviation) and FAA.

(b) *The City is allowing cost-free, municipal use of Airport property for non-aeronautical purposes.*

Response:

The City will engage the services of an aviation experienced property appraiser with Member Appraiser Institute certification (MAI) to evaluate the fair market rental for all properties listed in Section XIII that will continue to be non-aeronautically used and obtain requisite FAA concurrence.

(c) *Some aeronautical tenants appear to be storing personal non-aeronautical property on their leaseholds.*

Response:

Airport Staff will transmit a letter to all Airport tenants informing them of the deed obligation to conduct only aeronautical activities on Airport property. This letter will be transmitted by September 30, 2009. An annual inspection program will be implemented and tracked through a roster maintained at the Airport Administration Building.

(d) *There is a golf driving range in the approach to Runway 04 which may be within the runway safety area.*

Response:

The City looks forward to resolving the golf driving range in the approach to Runway 04 as a component to the Airport Master Plan and Airport Layout Plan update currently under way. The Airport Master Plan update will address the design standards for the Airport and a runway safety area determination will be conducted as a result.

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(e) There are numerous compliance concerns related to the recently executed lease for Sharky's restaurant.

Response:

The City will conduct a fair market appraisal and make any adjustments to the rent paid to the Airport Enterprise Fund. Based on the appraisal, the City will evaluate the changes required and, with FAA concurrence, pursue resolution.

Under Section XIII, B 6, a clarification of the amount of Airport property land being subleased by the City is provided.

(f) There are some unapproved non-aeronautical uses of Airport property.

Response:

Airport staff will request official FAA concurrence on all Airport leases and uses that are non-aeronautical in nature. A list of the non-aeronautical leases requiring FAA concurrence with attached leases will be sent for FAA review and concurrence after FAA approves the Corrective Action Plan.

The following recommendations were made during our visit that would enhance Airport safety:

(a) Repaint taxiway edge markings on TW "A" and "B".

Response:

A Scope of Services for design will be executed within the next 6 months, per a FDOT (Aviation) grant received during State fiscal year 2008. Design is needed to reflect the latest FAA design standards.

(b) Repair/replace runway intersection signs; lighted runway intersection signs are recommended.

Response:

The Joint Automated Capital Improvement Program (JACIP) and the Airport Master Plan update, currently under way, include this and other necessary major maintenance projects. The Airport Master Plan Update will be presented to the City Council in January 2010

(c) Add a remark to the Airport Master Record, FAA Form 5010, that states standing water is present on RW 4/22 during and after periods of rainfall.

Response:

A letter from the Airport Director to the Designated Airport Program Manager will convey an appropriately marked Form 5010 to "notice" the standing water problem on Runway 4/22, within 30 days following FAA approval of the Corrective Action Plan.

(d) Repaint the centerline of RW 4/22

Response:

This project will be undertaken as part of the 80/20 FDOT (Aviation) grant program and rehabilitation of Runway 4/22 after the Airport Master Plan update and Airport Layout Plan are completed.

(e) Repaint the Runway Hold Markings for RW 4/22.

Response:

This project will be undertaken as part of the 80/20 FDOT (Aviation) grant program and rehab of Runway 4/22 after the Airport Master Plan update and Airport Layout Plan are completed.

(f) Repaint Closed Runway Markings on the Closed East-West Runway.

Response:

Part of the grant's scope of work for (a) above for CLOSED Runway 9/27.

The responses below are keyed to Section XIII Issues Requiring Response.

Section XIII. Issues Requiring Response:

A. Establish the limits of the property obligated by the Quitclaim Deeds of June 10, 1947; July 7, 1948; March 9, 1957; March 9, 1959; and March 9, 1964. Also, establish the current limits of the Airport, considering all property that has been disposed of by the City.

There are several maps, Airport layout plans, and Exhibit "A" Property Maps of the Airport between circa 1947 through 2005 that depict the Airport boundaries. However, these documents do not appear to consistently define the limits of the parcels that were transferred from the U.S. Government via the quitclaim deeds or the current Airport property boundary. Once the FAA and City are in agreement as to what the 1947, 1948, 1957, 1959, and 1964 boundaries were, all parties will be able to determine if the releases on file in the ADO cover all obligated Airport property that has been disposed of by the City. The City will also be asked to demonstrate that the proceeds from the disposal of Airport property were reinvested in Airport capital improvements.

Response:

Agree. The City has prepared a Request for Qualifications to advertize for surveying services that will denote the current Airport property boundaries. In addition, surveys of released parcels in 1998 and 2004 will be included.

Over a period of years from 1963 through 2004, 184.8 acres have been released from the Airport's property inventory. Proceeds from those releases, totaling \$561,032., are in the Airport Enterprise Fund. These funds will be identified as "restricted net assets" in the Airport's Enterprise Fund and will be spent with the approval of the FAA on Airport Capital Improvements.

B. Non-aeronautical uses of Airport property not approved by the FAA.

Any land identified on the Exhibit "A" may not be disposed of or used for other than Airport purposes without FAA consent. A review of our records did not produce any documents that would indicate FAA concurrence with the following non-aeronautical uses. The City should seek FAA concurrence for these uses, and must meet its federal obligations by establishing, revoking, or modifying the lease agreements for these uses so that the terms of the lease agreements are consistent with FAA Order 5190.6A, Airport Compliance Requirements.

The following leases and uses of Airport property have not been approved by the FAA. The City will need to respond with a Corrective Action Plan to address these non-aeronautical uses.

1. Municipal Uses

The City has several non-aeronautical uses of Airport property. The City uses a portion of the Airport for festivals, overflow parking areas for special events, and a drop yard for construction equipment and materials. No agreements to formalize and quantify these arrangements were found that, (1) provide compensation to the Airport (fair market rental value) for these non-aeronautical uses, (2) that assure land use compatibility, or (3) that provide leasing terms and conditions. Land rental to, or use of land by, the City for non-aeronautical municipal purposes at less than fair market value is considered to be unlawful revenue diversion and is also in conflict with grant assurance 5, Preserving Rights and Powers, assurance 24, Fee and Rental Structure, assurance 25, Airport Revenues, 49 U.S.C. 47133, Use of Airport Revenues, and FAA's Policy and Procedures

Concerning the Use of Airport Revenue: Being in conflict with USC 47133 places the City in a position of being subject to the assessment of civil penalties under 49 USC 47107(n).

The City permits the use of Airport property to support City-wide, non aeronautical festivals. The festival ground site is located on the east side of the Airport in the vicinity of the closed taxiway between Runway 22 and Runway 31. While the area is not currently being used for aeronautical purposes, it may be needed to accommodate future aeronautical

development. Therefore, any non-aeronautical use of this property should be temporary unless otherwise approved by the FAA.

Response:

Agree. Festival Grounds (page 9): A use agreement will be drafted by October 31, 2009 between the City of Venice and Airport for continuing to hold festivals on an interim temporary basis until aeronautical development demands require use of this area. The Comprehensive Plan does not allude to this area as a permanent festival ground. A written request for the Comprehensive Plan to reflect the interim temporary nature of use will be sent to the Planning and Zoning Department Director by the end of 2009 to record such a request.

The City of Venice would like it noted that events held in this area are scheduled through the "Special Events" coordinator and fees charged for the use of the Festival Grounds are \$300 per day for set up and \$600 per day for actual event. These fees are deposited into the Airport Enterprise Fund.

The City of Venice would also like it noted that the purpose of these events is to support charitable programs for the public good. Rotary's Art Fest and the Sharks Tooth Festival are two examples of events that raise money for local community charities. Please see attached Rotary Club flyer.

The City also permits the use of Airport property as a drop yard for City owned construction materials and equipment. During the on-site inspection of the Airport, several areas on the east side of the Airport were being used to store City Dumpsters, drainage pipe, vehicles, etc.

It also appears that the City is disposing of large quantities of soil and construction debris from non-Airport projects on Airport property. The soils observed during the on-site inspection contained large chunks of concrete, asphalt, trash, and large quantities of organic materials. Disposing of trash and unusable materials on Airport property is a municipal abuse of Airport property and is in conflict with grant assurance 5, Preserving Rights and Powers, and assurance 21, Compatible Land Use.

Response:

Metal pipe storage: The items are FDOT safety railings for public walkways. Remaining rails will be removed by November 9, 2009.

Dumpster storage: If Public Works doesn't find storage area elsewhere, 1 acre of land will be delineated and fair market value rent will be paid to the

Airport Enterprise Fund through a written agreement between the City and the Airport by November 9, 2009.

Vehicle storage: The one vehicle on site will be moved to impound at the Venice Police Department by November 9, 2009.

Drainage pipes: The approximate two dozen pipes will be moved to a different facility by November 9, 2009.

Construction Debris: Miscellaneous Airport construction debris will be removed by Airport staff by November 9, 2009.

Soil/Construction Debris Piles: The original soil piles were placed along an abandoned taxiway in anticipation of saving the Airport money for fill dirt needed to close out the inactive reuse lagoon site. Otherwise, the Airport would have to purchase fill dirt. Since then several dirt loads of broken pipe/concrete debris have been added to these piles. Corrective action for this item will be the removal of the dirt piles to other City properties, segregating out the debris and disposal of debris at the county landfill. It is estimated to take approximately 4 months to complete the removal after the Corrective Action Plan is approved.

2. Tito Gaona Trapeze

The Tito Gaona Trapeze is situated on approximately 1/2-acre of Airport property on the Northeast corner of the Airport. The site is separated from the Airport by Airport Avenue and is located on the Old Ringling Brothers and Barnum & Bailey site. The lease agreement is month to month beginning on May 1, 2001, and generates Airport revenues in the amount of \$300 per month. Any non-aeronautical uses of Airport property require FAA concurrence. This non-aeronautical use of Airport property appears to be reasonable; however our records do not indicate that the FAA has concurred with this use. The City should request FAA concurrence for this use.

Response:

The City of Venice requests FAA concurrence for the continual non-aeronautical use of this 1/2 acre site north of Airport Avenue on a month-to-month basis, which began on May 1, 2001. Documentation will be provided as part of item (f) on page 2 of this Corrective Action Plan.

3. Chefs Rule Honoluana Restaurant

The Honoluana Restaurant is situated on approximately .6 acres of Airport property, and is operated by Chefs Rule LLC. This parcel is located on the north side of the Airport adjacent to the apron. This parcel was originally leased to Purdy who, through Airport concurrence, sub-leases to Chefs Rule. The term of the Purdy lease is for 25 years commencing on January 1, 1989 with a five year option. The lease agreement with Purdy produces approximately \$481 per month with CPI adjustments every 5 years.

Any non-aeronautical uses of Airport property require FAA concurrence. While the lease rate for this parcel appears to be more consistent with aeronautical rates rather than non-aeronautical (fair market rental) rates, this non-aeronautical use of Airport property appears to be reasonable; however our records do not indicate that the FAA has concurred with this use. The City should request FAA concurrence for this use. The City should also review the Purdy lease rates to ensure that they are consistent with FMV rental rates.

Response:

The City of Venice requests FAA concurrence for the non-aeronautical use of this 0.6-acre site. The term of the original lease with Purdy is for 25 years commencing on January 1, 1989 with CPI adjustments every 5 years. It is not feasible to change this lease until 2019 at which time a new lease will be pursued. After 2009, if an aeronautical use lease is not possible, a fair market value non-aeronautical lease will be pursued and FAA concurrence obtained prior to execution.

4. Cinemoves Inc.

Cinemoves Inc. leases approximately 5,740 S.F. of Airport property on the Northeast corner of the Airport. The site is separated from the Airport by Airport Avenue and is located on the Old Ringling Brothers and Barnum & Bailey site. The lease agreement is month to month beginning on September 1, 2002, and generates Airport revenues in the amount of \$500 per month. Any non-aeronautical uses of Airport property require FAA concurrence. This non-aeronautical use of Airport property appears to be reasonable; however our records do not indicate that the FAA has concurred with this use. The City should request FAA concurrence for this use.

Response:

The tenant terminated its non-aeronautical lease on August 31, 2009.

5. Holiday Apartments

The Holiday Apartments are situated on approximately 3-acres of Airport property. The parcel is apart from the Airport. It is located approximately 3000 ft to the north of the Airport and adjacent to Highway 41(U.S. 41 Business). The lease term is for 103 years commencing on October 20, 1971. The lease agreement provides for rental payments to the Airport in the amount of \$18,000 per year with CPI adjustments every 5 years. Any non aeronautical uses of Airport property require FAA concurrence. Additionally, any leases exceeding 50 years must be approved by the FAA.

This non-aeronautical use of Airport property appears to be reasonable; however our records do not indicate that the FAA has concurred with this use or the 103 year lease. Leases in excess of 50 years can be considered an encumbrance of Airport property, which would conflict with Grant assurance 5, Preserving Rights and Powers. Leases exceeding 50 years also have a tendency of failing to produce FMV revenue in the later years, which could cause the City to be in conflict with Grant Assurance 24 at some point in the future. The City should seek FAA concurrence for this use of Airport property and the 103 year lease.

Response:

City of Venice requests FAA concurrence for this non-aeronautical use of 3 acres of Airport property located approximately 0.6 of a mile north of the Airport and adjacent to U.S. 41 Business. The lease commenced October 20, 1971 with CPI adjustments every 5 years. Term of the lease expires in the year 2071. The City of Venice recognizes the FAA concerns and requests concurrence for this one 103-year lease. No other leases shall be permitted for this length of time.

6. The Pier Group - Sharky's Restaurant

Sharky's Restaurant is situated on approximately 37,675 S.F. of Airport property bordering the Gulf of Mexico, and is operated by the Pier Group. The parcel is separated from the Airport by Harbor Drive. On December 17, 2008 the City amended its lease with the Pier Group. The duration of the new lease appears to be for a 7 year initial term with a 30-year extended term, and two 5-year renewal options. It appears that the extended term will commence once certificate of occupancy is issued for the renovations to the restaurant facility and other improvements contained in paragraph 36 of the lease agreement.

The lease agreement provides for rental payments to the Airport for the initial term in the amount of \$13,454 per year with CPI adjustments every 3 years, plus 5% of the gross receipts in excess of \$300,000 each year. For the extended term and optional renewal terms the Airport receives rental payments of \$108,000 per year with CPI adjustments every 5 years, plus 5% of the gross receipts in excess of \$2,200,000 each year.

On January 6, 2009, the Orlando Airports District Office (ORL-ADO) received an executed copy of this lease agreement. On March 3, 2009, the ADO identified numerous concerns with the new lease, including escalation, property rights, non-discrimination, Airport protection, rental rates, and Airport revenues. The City must meet its federal obligations by revoking, modifying, or amendment by use agreement so that the terms of the agreement are consistent with FAA Order 5190.6A, Airport Compliance Requirements.

A review of the payment history for the Pier Group indicates that the payments are submitted to the City, who in turn makes payment to the Airport fund. However, the documentation provided indicates that the Airport's share is 1/3 of the total payment submitted from the Pier Group, with the actual payments to the Airport fund being less than that. This appears to be in conflict with the grant assurance 5, Preserving Rights and Powers, assurance 24, Fee and Rental Structure, and assurance 25, Airport Revenues, as well as, 49 U.S.C. 47133, Use of Airport Revenues, and FAA's Policy and Procedures Concerning the Use of Airport Revenues. Being in conflict with USC 47133 places the City in a position of being subject to the assessment of civil penalties under 49 USC 47107(n).

Response:

The City of Venice will engage an aviation experienced professional commercial real estate appraiser for a fair market value appraisal of the approximate 75,000 to 80,000 square feet it leases from the Airport. The portion that was subleased to Sharky's on the Pier restaurant in 1986 is 19,767 square feet. The balance of Airport property is a City installed public parking lot and pier access area. The attached map clearly shows the square footage of Airport property assigned to the Sharky's leasehold in the past (1986) and the recently changed Sharky's leasehold which expanded into City lands. Research of City files show a "Sharky's Lease Analysis," dated September 11, 2008, incorrectly delineated Sharky's subleased portion of the Airport land leased by the City. The September 22, 2008 drawing showed the entire Airport parcel at the pier as "Leased by Pier Group". It should have stated "Leased by Pier Fund," a City fund. Only 19,767 square feet should have been shown as Sharky's area of use. We have attached a copy of the 1986 lease with the last page

showing the leasehold between the City and the Pier Group. We are also attaching the recently extended and amended lease you previously received that shows the present configuration of their land use. Simply put, Sharky's land use involves only a small portion of federally obligated Airport land. After obtaining a fair market value appraisal for the 3 non-aeronautical uses of the Airport tract at the pier, we will again evaluate the distribution of payments to the Airport Enterprise Fund and the Pier Fund.

7. Senior Friendship Center

The Senior Friendship Center is situated on two acres on the southeast corner of the Airport, and is physically separated from the Airport by the Intracoastal Waterway. This parcel was part of a 48-acre parcel donated under quitclaim deed to the West Coast Inland Navigation District (WCIND) from the City of Venice in 1963 for use as a disposal area. The quitclaim deed contained a reverter clause that stated if the property was no longer needed by the WCIND, then it would go back to the City of Venice as Airport property. The FAA agreed to the transfer of the property as long as it was used for its intended purpose. The FAA stipulated that if the land was no longer used for its intended purpose, the City should exercise its option to have title to the land reverted to the City.

On December 16, 1986 the WCIND made an agreement with Sarasota County to grant a license agreement for the Senior Friendship Center. On the same day, Sarasota County made up the license for the Senior Friendship Center to use the two-acre parcel for zero compensation. There was a clause in both of these agreements that the license was cancelable by either party with just 30 days notice. The FAA agreed to the use as long as any use was temporary.

In 1993, the OIG conducted an audit of Airport revenue accountability for the City of Venice. In their report, the OIG noted the Airport was receiving significantly less than fair market value for several of its non-aeronautical leases and that the City permitted the construction of the Senior Friendship Center on two acres of Airport property without a lease or the payment of any rent to the Airport fund. The OIG also noted that significant permanent improvements had been made on the property precluding economic use as a disposal area.

As a result, the FAA requested that the City revert the parcel from the WCIND, since it had not been used as a spoil area in 20 years, and begin fair rental value revenue collection by December 15, 1993.

Based on our recent review of the records, we were unable to find a lease agreement for the Senior Friendship Center or documentation that would

demonstrate fair rental value revenue collection. Therefore, it appears that this matter is still unresolved at this time. This use of Airport property appears to support a municipal goal. An Airport owner may not choose to make non-aeronautical use of Airport property and then willingly undervalue the property in order to support a municipal goal.

This would appear to be in conflict with grant assurance 5, Preserving Rights and Powers, assurance 24, Fee and Rental Structure, assurance 25, Airport Revenues, 49 U.S.C. 47133, Use of Airport Revenues, and FAA's Policy and Procedures Concerning the Use of Airport Revenues. Being in conflict with USC 47133 places the City in a position of being subject to the assessment of civil penalties under 49 USC 471 07(n).

Response:

The City of Venice will engage an aviation experienced property appraiser with MAI credentials to obtain fair market value for the 2-acre site located east of the Intracoastal Waterway which separates it from the main airfield property. After the fair market value is established, a lease for the continued operation of the facility, as a non-aeronautical use approved by FAA, will be executed or a request to release the property for purchase will be made to the FAA. A Letter of Request to revert the entire 48-acre tract will also be sent to WCIND, following the approval of the Corrective Action Plan. Please see attached flyer describing the community services provided by the Senior Friendship Center.

8. Other Non-aeronautical uses of Airport property

It was observed that some tenants are apparently storing and/or servicing personal vehicles in their hangars. Use of aeronautical facilities such as aprons and hangars for storage of non-aeronautical equipment (i.e., automobiles, boats, RV's, trailers, motorcycles, farming equipment, etc.) should be prohibited (this does not include temporary, short-term parking of tenant vehicles on their leasehold or equipment that is needed for aeronautical purposes).

This type of non-aeronautical use, at a minimum, places the City in conflict with grant assurance 24, Fee and Rental Structure because tenants are either not compensating the Airport at all or are paying aeronautical rates for higher value non-aeronautical uses. Also, of greater concern, is whether or not aeronautical users are excluded from aircraft operational and storage areas due to non-aeronautical uses. This could lead to complaints from aeronautical users related to grant assurance 22, Economic Nondiscrimination, assurance 23, Exclusive Rights, or assurance 24, Fee and Rental Structure as a minimum.

Response:

Airport staff will send written notice to all commercial aeronautical tenants stipulating FAA guidelines and regulations regarding permitted aeronautical use of facilities and prohibited non-aeronautical uses. A copy of the standardized notice will be provided to the ADO in Orlando. Individual notices will be available for inspection at the Venice Municipal Airport Administration building upon request. An annual inspection will be conducted. If a violation exists, a default notice will be issued providing 30 days for corrective action, after which another inspection will be conducted. Default provisions will be enforced for those violations that are not corrected. Storage of non-aeronautical equipment and vehicles will be addressed by the same process cited above.

9. Golf Driving Range in the Runway 04 Approach

During the onsite inspection it was noted that there is a golf driving range in the approach to Runway 04. This driving range is part of the VGA leasehold and it appears to be within the runway safety area (RSA) on the approach end of Runway 04. Golf courses and Driving ranges are considered to be incompatible and non-concurrent uses of the RSA. Runway and taxiway safety areas, critical areas, and object-free areas serve a specific purpose in protecting the aircraft operating on these facilities. In order for the Airport to maintain control of these areas and ensure compatibility, these areas should not be leased. Leasing of the safety areas, critical areas, and object free areas would place the Airport in conflict with Grant Assurance 5, Preserving Rights and Powers, assurance 19, Operation and Maintenance, assurance 21, Compatible Land Use, and possibly grant assurance 20, Hazard Removal and Mitigation.

Response:

The City of Venice will address the golf course driving range in Runway 04 approach in addition to other runway and taxiway safety and object-free areas in concert with FAA and FDOT (Aviation) as part of the Airport Master Plan update process currently under way. An appropriate runway safety area determination will be conducted accordingly. Any deficiencies in Airport design standards will be corrected in accordance with the Airport Master Plan recommendations and requirements.

The City of Venice will coordinate with the FAA and FDOT (Aviation) to fund the needs identified by the Airport Master Plan update, when adopted, and JACIP.

Following City Council approval of the Airport Master Plan update and Airport Layout Plan, staff will follow appropriate federal and state grant procedures.

Section XIV. Non-aeronautical uses of Airport property approved by the FAA - No response is required for these leases.

Response:

Based on research of City files, staff would like to correct items 2 and 3 below by clarifying what areas are actually involved with non-aeronautical uses of Airport property.

1. Venice Municipal Mobile Home Park: No comment

2. Hay Crop and Island Wastewater Treatment Plant: Because the Utilities Department no longer uses these 2 facilities for treatment and disposal, the 1996 Resolution adopted for this non-aeronautical use will be updated to reflect that only the reuse water pond on the west side of Harbor Drive is still being leased by the City Utilities Department. The Wastewater Treatment Plant has been closed, decommissioned, and all structures for treatment demobilized and removed. Distribution lines to the lagoon area and hay crop area on the Airport have been disconnected and abandoned in place. Any active utility lines on the airfield serving a non-aeronautical use will be identified and appropriate easements for fair market value will be assessed.

3. Venice Fishing Pier: The 1998 Resolution establishing a lease payment to the Airport Enterprise Fund for the, approximately, 75,000 to 80,000 square feet of Airport property currently non-aeronautically used will be updated to reflect an accurate legal description and fair market value. The attached map identifies the square footage and use allocated to this tract of land for the pier access, Sharky's portion as of January 2009, and public parking.

4. VGA fair market rent was established in recent years and no further adjustments are needed at this time.

Section XV. Safety Recommendations

Response:

Please see Pages 3 of 15 and 4 of 15, which address the safety recommendations (a) through (f).

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This concludes our response to the Land-Use Inspection Report and constitutes our Corrective Action Plan. We respectfully request your concurrence and look forward to resolving many of these long-standing issues. We would appreciate the opportunity to discuss our responses at your earliest convenience.

Sincerely,

Isaac Turner, City Manager
On Behalf of Mayor Ed Martin

Attachments: (1) 2 leases with leasehold sketches
(2) Venice Nokomis Rotary Club Flyer
(3) Senior Friendship Center Web Site Page
(4) Airport parcel at the pier

Pc: William Garrison, Southern Region
AC0 -100
Jeff Leopold, FDOT/1
Terry Beacham, FDOT, Model Development Administrator
City Council
Charter Officers