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Date: March 15, 2021

To: Venice City Council

From: Residents who were invited to speak at a public hearing on July 13, 2020, represented by Mr. Anthony Pirrotti, Attorney at Law. (Ret)

Reference: PUD Right of Way Agreement, and Site and Development Plan Request 20-38SP

Subject: MOTION TO DISMISS THE APPEAL.

My Credentials

I am an attorney and have practiced law for 55 years in 5 states; New York, Connecticut, Colorado, Tennessee, and Florida, and have perfected 40 appeals. My wife and I live in the affected area in the Venetian Golf and River Club. After reviewing the paperwork of the plan, and the process by which the plan got before the City Planning Commission, the resulting vote, the appeal, and to come before an upcoming Venice City Council hearing, I have found serious legal errors and several discrepancies that must be addressed before any decision can be rendered.

In fact, the legality of the entire agreement between the FPL and the Venetian Community Development District appears to be at stake because the agreement was signed by the VCDD as "Licensee" and not solely as the VCDD as stated in the original *Ordinance 2002-32, page 2, Section 4, 4.01 whereby it is stated:

"The name of the District shall be the Venetian Community Development District".

*Exhibit 1 - Ordinance 2002-32, of August 2002, page 2, 4.01 - attached.

The VCDD is the owner of the land in which the right-of-way was given to FPL in an easement. Since the VCDD is the owner of the land, they cannot be the licensee asking for permission to use the right of way in our own land.

*Black's Law dictionary defines *"license" as:

> *"A personal privilege to do some particular act or a series of acts on land without possessing any estate or interest therein, and is ordinarily revocable at the will of the licensor and is not assignable."*

FPL cannot be the "licensor" because they don't own the land.

Exhibit 2 – Black's Law Dictionary, page 634 - attached.

The VCDD attorney, Mr. Andrew Cohen, even pointed this out in his *letter to the Board that the FPL agreement had:

> *"I agree that the Agreement has some provisions that I would have liked to see revised..."* He further states that *"the land in question is CDD property and FPL was only historically granted an easement over the lands".*

*Exhibit 3 - Letter from Andrew Cohen, Attorney, dated July 24, 2021, page 1 - attached.

###

PLEASE TAKE FURTHER NOTICE, that the undersigned residents who adjoin the proposed pickleball site do hereby **MOVE TO DISMISS** the appeal filed by CDD Engineer, Mr. Rick Schappacher, from a decision by the Planning Commission on February 2, 2021.

I submit the following reasons:

> *(1) *The submitted appeal to the City is "undated".
>
> *(2) Mr. Schappacher, whose signature is on the appeal, is not a "special counsel", he is an Engineer.
>
> *Exhibit 4 – Notice of Appeal – Undated, signed by Rick Schappacher, Engineer - attached

We question the status of the Engineer to perfect his appeal in that *the minutes of February 8, 2021 show that the CDD only authorized the appointment of "special counsel", a lawyer appointed to investigate. Mr. Schappacher, the Engineer is not a special counsel. He is an engineer.

> *Exhibit 5 - Venetian Community Development District, February 8,2021 Minutes of Meeting, page 4, line 165-169 - attached
>
> *"He (Mr. Schappacher) asked Mr. Cohen if an attorney needs to file the appeal or if the Chair can file the appeal. Mr. Cohen advised that it may be a simple one-page form although he recommends obtaining special counsel for assistance; he advised that if there is any interest in moving forward then he recommends obtaining special counsel."*
>
> In line 171 Board member Mr. Booker said:
>
> > *"That the meeting today is an organizational meeting of the Racquet Sports Advisory Committee: he further recommended listening to the attorney and preserving rights."*

In line 200:

> *"Mr. Cohen advised that he recommends seeking counsel. Mr. Bracco advised that if the fifteen-day period elapses and the right to appeal is lost then the only location for the dog park is lost as well. Mr. Bracco made a motion to pursue an appeal after contacting outside counsel, from the Planning Board decision based on its denial at the February 2nd meeting."*

Another topic was briefly discussed for a few lines.

Line 228:

> *"Mr Bracco restated his motion: to pursue an appeal of the site plan denial, after contacting outside counsel, based on the Planning Board's denial at the February 2nd meeting. Mr. McCafferty seconded the motion".*

Public Comments were made. Public comment time was closed – line 320.

The motion made was brought up for a vote and voted upon.

On the top of Page 9, in the lined box:

> *"On a motion by Mr. Bracco, seconded by Mr. McCaggerty, with three in favor and Mr. Kleinglass and Mr. Chorba opposed, the Board Directed Staff to Pursue and Appeal to the Site Plan Denial, after Contacting Outside Counsel, with the Planning Board on its Denial at the February 2nd meeting, for the Venetian Community Development District".*

(3) **Sunshine Law Violation** - If the CDD met or talked to substitute Mr. Schappacher as a special outside counsel, without notification to those at the February 8th meeting, and a vote occurred, they are in violation of the Florida Sunshine laws. Hence, the residents at the meeting have been **deprived of their rights of due process**.

CHRONOLOGY OF EVENTS

On October 28, 2019 the CDD at the behest of a pickleball committee, which was composed solely of residents who wanted the CDD to erect four pickleball courts and a dog park under the Florida Power & Light high-tension wires on an easement granted to FPL, approved the plan and the site.

The CDD passed a *motion at the behest of the pickleball committee to "budget the amount of $175,000 for the cost of construction of four pickleball courts". The motion was approved with

one dissenting vote. The dissenting vote was made based on the concern of injury due to the danger of the high tension wires overhead.

*Exhibit 6 - Venetian Community Development District, October 28, 2019 Minutes of Meeting See the Motion on the bottom of page 5 in the box. - attached

The CDD proceeded on its next procedural step to get approval from the Planning Commission and from the City Council.

The Venice City Council ordered that the CDD send out a notice that the CDD proposed to add four Pickleball courts and Dog Park within the FPL easement. The courts *"will be located between the existent overhead power poles".*

Public Workshop Required - The Council went on to say:

> *"the City of Venice is requiring a Public Workshop meeting in which any resident within 250 feet of the parcel in which the added amenities will be invited to attend the public workshop. The Public Workshop has been scheduled for July 13, 2020"*

(A public hearing is defined by Black's Law Dictionary as: *"before any tribune or body means right to appear and give evidence and also right to hear and examine witnesses on whose testimony is presented by opposing parties.")*

July 13, 2020 - The CDD Held a Public Workshop Meeting – *The full minutes of this meeting are attached at the end of this discussion as evidence.

*Exhibit 7 - Venetian Community Development District, July 13, 2020 Minutes of Meeting, Pages 1 through page 8. - attached

Several residents who were invited to attend did so; many speaking in opposition to the CDD's proposal in that it, inter alia (among other things), it violated our property values and the public health and safety of the residents because there is always the danger of injury and/or electrocution under the high voltage power lines, and that the pickleball courts would create unacceptable noise levels for nearby homes, and because there were no restrooms and ample parking provided.

The public record of the minutes of that meeting show that testimony was taken and evidence presented by numerous residents and adjoining property owners by and including: Mr. Anthony Pirrotti, Ms. Catherine Cardona, Ms. Pozarek, Mr. Saro, Mr. Bender, Mr. Booker, Ms. Pearlman, Mr. Foster, and indeed, Supervisor, Mr. Steven Kleinglass, who also raised his concern about the danger to residents playing under the high tension wires of being close to "electromagnetic fields

(EMF) under a power line." Others spoke saying that there were no restrooms in the plan and not enough parking would be provided.

The appellant's Engineer, Mr. Schappacher, who acted as an agent of the CDD on appeal, spoke in favor of the proposal.

No Vote Taken - At the conclusion of this July 13th meeting, **no vote was ever taken** to rule on the testimony given at this meeting. The CDD decided to ignore the overwhelming opposition and moved the Plan forward. By not taking a vote after the July 13th hearing, the CDD declared its defiance of the Council's mandate of a public hearing and said your voice is irrelevant

Sunshine Law Violation - In doing so, the CDD violates the *Florida Statutes 190.006 (5), Board of Supervisors; members and meetings that states:

> *"Action taken by the district shall be upon a vote of a majority of the members present unless general law or a rule of the district requires a greater number".*

*Exhibit 8 - Florida Statutes and Constitution, page 4, (5) - attached.

In fact, 10 days later, on July 23rd they unilaterally signed the *Right-of-Way Agreement with FPL to build the four Pickleball courts and a Dog park as proposed by the pickleball committee.

*Exhibit 9 – Signed FPL Agreement last page with signatures. - attached

The CDD not only ignored the Council's July 13th meeting order, and moved forward without a vote, but it later brazenly dismissed their own *Attorney's letter of July 24, 2020 wherein Mr. Andrew Cohen, Attorney for the CDD, described the Right of Way Agreement saying:

> *"I agree that the Agreement has some provisions that I would have liked to see revised but FPL was very loathe to make changes and we negotiated what we felt we could at the time (I am glad to go back and try for additional revisions if the Board so chooses). I explained the **pitfalls** to the Board and the Board made a reasoned decision to move forward."*

*Exhibit 10 same as Exhibit 3 - Letter from Andrew Cohen, Attorney, and dated July 24, 2021.

On August 10, 2020 – Mr. Schappacher, the CDD engineer, submitted a *PUD Amendment letter to the Planning Commission in which it falsely asserted at the end of paragraph 1,

> **the CDD has had numerous meetings and there is overwhelming support from the community to add these additional amenities".*

*Exhibit 11 – August 10, 2020, PUD Amendment Venetian Golf & River Club from Schappacher Engineering - attached.

The minutes of the *July 13, 2020 CDD public hearing (Exhibit 7) show how baseless the CDD's claim is especially in light of the numerous affected residents who spoke at length in opposition.

On February 2, 2021 - Mr. Schappacher, the CDD Engineer, presented the CCD's same position at the Planning Commission hearing, and continued to say that the plan had "overwhelming support" when it does not. In fact, quite the opposite is true. When residents found out that the pickleball courts and dog park were to be located under the high-tension power lines, many residents withdrew their support and loudly voiced their objections due to the problematic location chosen. Many of those opposed wrote letters of objection to the Planning Commission and spoke at the February 2, 2021 hearing in person and by zoom.

In the *February 2, 2021 PUD Staff Report Venetian Golf & River Club, Mr. Schappacher made this same baseless "overwhelming support" statement and added a second incorrect statement by saying "there may be a select few that will object."

> *(g) "As with any change there may be a select few that will object with any new amenity constructed in close proximity to their home, but both the Pickleball and Dog Park committees have received *overwhelming support from the community."*

*Exhibit 12 - PUD Amendment report, page 11, February 2, 2021 - attached.

The "select few" in "close proximity to their home" could be as many as *40-50 or more homes depending on how much noise can be mitigated! 218 Persaro is within 50 feet of the right-of-way; 222 Pesaro is next door, 226 is next door, etc. Rows of other homes will be within earshot of the courts because the FPL Agreement puts strict limitations on what can be constructed there. No high walls, buildings, permanent structures or high plantings are permitted. So, noise from the courts is guaranteed. Pickleball is a much louder sport than tennis, and other communities have found that even fencing does little to mitigate the noise.

Almost all of the homes affected have lanais facing the area where the courts would be placed. This particular section of the VGRC is an extremely quiet and serene area where the only sounds are that of an occasional passing vehicle and the sounds of nature. Any constant noise would negatively affect the quality-of-life and home values of those nearby. People bought homes there because it was such a quiet, restful and peaceful location.

This plan will pit neighbor against neighbor. It benefits a few, and jeopardizes many.

*Exhibit 13 – The 3 attached petitions are signed by 51 neighbors who are opposed to building the Pickleball courts and Dog Park in the location under the high tension power lines. More petitions are being gathered at this time from many others who oppose the plan. These 3 petitions with 51 names are evidence of the sizeable opposition to the Plan.

*The Planning Commission voted 5 to 2 to deny the plan, and 6 to 1 deny the site based on the plan not meeting the requirements of 4 sections of the City Land Use Development Code, (86-23 (m) (2), (5), (9), (10), and because it was "incompatible with adjacent residential properties and because supporting facilities such as parking, water, and restrooms are not provided".

*Exhibit 14 – Reprint of the Decision by the Planning Commission Feb. 2, 2021 - attached

Based on the Planning Board decision, the undated *appeal, signed by Mr. Schappacher, the engineer, was sent to the City of Venice. *Exhibit 4 - attached

This appeal may or may not come before the Venice City Council later this Spring.

For all of the above reasons, the **MOTION TO DISMISS** should be granted in all respects.

Respectfully,

Mr. Anthony Pirrotti, Attorney at Law (Ret)
114 Medici Terrace, Nokomis, FL 34275
(941) 486-8453

Bill Saro, VGRC member

Tyler D. Cassell, VGRC

Catherine Cardona, VRGC member

Danilo Cardona, VGRC member

Leonore Pirrotti

Exhibit 1

Ordinance 2002-32 of August 2002

AUGUST 27, 2002

ORDINANCE 2002-32

ORDINANCE OF THE CITY OF VENICE, FLORIDA, ALLOWING FOR THE ESTABLISHMENT OF THE VENETIAN COMMUNITY DEVELOPMENT DISTRICT OVER THE REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE COMPRISING APPROXIMATELY 957 ACRES; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; ESTABLISHING THE NAME OF THE DISTRICT AS THE VENETIAN COMMUNITY DEVELOPMENT DISTRICT; DESIGNATING THE POWERS OF THE DISTRICT, PROVIDING FOR THE CHARTER OF THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. FINDINGS:

1.01 The Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development.

1.02 WCI COMMUNITIES, INC. ("Petitioner") has petitioned the city of Venice to grant the establishment of the Venetian Community Development District (the "District").

1.03 A public hearing has been conducted by the Venice City Council in accordance with the requirements and procedures of Section 190.005(2), Florida Statutes.

1.04 The District will constitute a timely, efficient, effective, responsive and economical way to deliver community development services in the area thereby providing a solution to the City's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the City and its taxpayers.

1.05 The creation of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the local comprehensive plan.

1.06 The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

1.07 The creation of the District is the best alternative available for delivering the community development services and facilities to the area that will be served by the District.

1.08 The proposed services and facilities to be provided by the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

1.09 The area that will be served by the District is amenable to separate special-district government.

1.10 The Venice City Council has considered the record of the public hearing and has decided that the establishment of the Venetian Community Development District is the best alternative means to provide certain basic services to the area within the proposed District.

1.11 The Venice City Council finds that the District shall have the general powers described in

14-64

Section 190.011, Florida Statutes, the special powers described in Section 190.012 (1), Florida Statutes, and that it is in the public interest of all the citizens of the city of Venice that the District have such powers.

1.12 All statements contained within the Petition are true and correct.

SECTION 2. ESTABLISHING A COMMUNITY DEVELOPMENT DISTRICT OVER THE REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE COMPRISING APPROXIMATELY 957 ACRES.

2.01 The Petition to establish the Venetian Community Development District over the real property described in Exhibit "A" attached hereto, which was filed by Petitioner on May 15, 2002, and which Petition is on file at the Office of the City Clerk, is hereby granted.

2.02 The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit "B".

SECTION 3. NAMING THE MEMBERS OF THE BOARD OF SUPERVISORS OF THE DISTRICT:

3.01 The initial members of the Board of Supervisors shall be as follows:

Stephen Walker	Dean Howe	Rob King
Gary Nelson	Ed Hauck	

SECTION 4. ESTABLISHING THE NAME OF THE DISTRICT AS THE VENETIAN COMMUNITY DEVELOPMENT DISTRICT.

4.01 The name of the District shall be the "Venetian Community Development District".

SECTION 5. DESIGNATING THE POWERS OF THE DISTRICT:

5.01 The District is created for the purposes set forth in Chapter 190, Florida Statutes.

5.02 The Venice City Council hereby grants to the Venetian Community Development District all general powers authorized pursuant to Section 190.011, Florida Statutes, and hereby finds that it is in the public interest of all citizens of the city of Venice to grant such general powers.

5.03 The Venice City Council hereby grants to the Venetian Community Development District all special powers authorized pursuant to Section 190.012(1), Florida Statutes, and hereby finds that it is in the public interest of all citizens of the city of Venice to grant such special powers.

5.04 The powers granted herein are specifically conditioned upon and limited by the following:

A. The District hereby acknowledges, ratifies and consents to all provisions of the Pre-Annexation Agreement dated February 8, 2000 between the city of Venice, WCI Communities, Inc., G & P Limited Partnership and Denton Grant.

B. All fees, taxes, assessments, or other charges currently imposed, or that may be imposed by the City including, but not limited to stormwater management, fire, annexation, ambulance, ad valorem assessments, other property taxes, utility service

Exhibit 2

Black's Dictionary, page 634

plane of relative parity or freedom of choice and within the limits allowed or not forbidden by law. See Art. I, § 10, U.S. Constitution.

Liberty of speech. Freedom accorded by the Constitution (First Amendment of U.S.Const.) or laws to express opinions and facts by word of mouth, uncontrolled by any censorship or restrictions of government. As used in Constitution, "freedom of speech" means freedom of speech as it was understood by the common law when the Constitution was adopted. *See* however Clear and present danger doctrine. *See also* Symbolic speech.

Liberty of the globe. In marine insurance, a license or permission incorporated in a marine policy authorizing the vessel to go to any part of the world, instead of being confined to a particular port of destination.

Liberty of the press. The right to print and publish the truth, from good motives and for justifiable ends, as guaranteed by First Amendment of U.S. Constitution. The right to print without any previous license, subject to the consequences of the law. The right to publish whatever one may please; and to be protected against any responsibility for so doing except so far as such publications, from their blasphemy, obscenity, or scandalous character, may be a public offense, or as by their falsehood and malice they may injuriously affect the standing, reputation, or pecuniary interests of individuals. Immunity from previous restraints or [from] censorship. *See* Censor; Censorship; Prior restraint.

Personal liberty. The right or power of locomotion; of changing situation, or moving one's person to whatsoever place one's own inclination may direct, without imprisonment or restraint, unless by due course of law.

Political liberty. Liberty of the citizen to participate in the operations of government, and particularly in the making and administration of the laws.

Religious liberty. Freedom, as guaranteed by First Amendment of U.S. Constitution, from constraint, or control in matters affecting the conscience, religious beliefs, and the practice of religion. Freedom to entertain and express any or no system of religious opinions, and to engage in or refrain from any form of religious observance or public or private religious worship, not inconsistent with the peace and good order of society and the general welfare. *See also* Freedom of religion; Religion.

License. A personal privilege to do some particular act or series of acts on land without possessing any estate or interest therein, and is ordinarily revocable at the will of the licensor and is not assignable. The permission by competent authority to do an act which, without such permission, would be illegal, a trespass, a tort, or otherwise not allowable. Certificate or the document itself which gives permission. Leave to do thing which licensor could prevent. Permission to do a particular thing, to exercise a certain privilege or to carry on a particular business or to pursue a certain occupation.

See also Bare or mere license; Certificate; Compulsory license; Exclusive license; Franchise; Licensee; Marriage license; Permit.

Executed license. That which exists when the licensed act has been done.

Executory license. That which exists where the licensed act has not been performed.

Express license. One which is granted in direct terms.

Implied license. One which is presumed to have been given from the acts of the party authorized to give it.

License bond. *See* Bond.

Patents. A written authority granted by the owner of a patent to another person empowering the latter to make or use the patented article for a limited period or in a limited territory. A permission to make, use or sell articles embodying invention. A transfer which does not affect the monopoly, except by estopping licensor from exercising his prohibitory powers in derogation of privileges conferred upon licensee. An assignment by the patentee to another of rights less in degree than the patent itself. Any right to make, use, or sell the patented invention, which is less than an undivided part interest in the patent itself. Any transfer of patent rights short of assignment. Language used by owner of patent, or any conduct on his part exhibited to another, from which that other may properly infer that owner consents to his use of patent, on which the other acts, constitutes a license. Transfer of exclusive right to do merely two of the three rights under patent to make, use, and vend invention. *See also* Patent.

Pleading. The defense of justification to an action of trespass that the defendant was authorized by the owner of the land to commit the trespass complained of. License is an affirmative defense which must be pleaded by defendant. Fed.R.Civil P. 8(c).

Real property. A license is ordinarily considered to be a mere personal or revocable privilege to perform an act or series of acts on the land of another. A privilege to go on premises for a certain purpose, but does not operate to confer on, or vest in, licensee any title, interest, or estate in such property. Such privilege is unassignable.

A license is distinguished from an "easement," which implies an interest in the land, and a "lease," or right to take the profits of land. It

Exhibit 3

Letter from Andrew Cohen, Attorney at Law

Dated July 24, 2020

PERSSON, COHEN & MOONEY, P.A.

ATTORNEYS AND COUNSELORS AT LAW

David P. Persson**
Andrew H. Cohen
Kelly M. Fernandez*
Maggie D. Mooney*
R. David Jackson*
Regina A. Kardash*
* Board Certified City, County and Local Government Law
** Of Counsel

Telephone (941) 306-4730
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Reply to: Lakewood Ranch

TO: Chairman Bracco and Venetian Community Development District Board of Supervisors

FROM: Andrew Cohen

REPORT DATE: July 24, 2020

SUBJECT: Pickleball/Dog Park – FPL Right of Way Consent Agreement

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Before the last CDD meeting on July 13, 2020, a resident and retired attorney (Anthony J. Pirotti, Esq.) sent a July 8, 2020 e-mail raising a number of questions regarding the FPL Right of Way Consent Agreement ("Agreement") previously approved by the Board of Supervisors on April 27, 2020. I understand Mr. Pirotti raised similar issues during public comment at the July 13, 2020 meeting and I have reviewed the draft minutes from that meeting. The Board asked that our office please generate a memo responding to the individual issues raised by Mr. Pirotti in his e-mail. Please recall that the Agreement is a significant document and rather than have it routinely executed, the document was brought before the Board and discussed at length. I agree that the Agreement has some provisions that I would have liked to see revised but FPL was very loathe to make changes and we negotiated what we felt we could at the time (I am glad to go back and try for additional revisions if the Board so chooses). I explained the pitfalls to the Board and the Board made a reasoned decision to move forward.

1. **The CDD may not act as a Licensee:** First, I would point out that the land in question is CDD property and FPL was only historically granted an easement over the lands. The CDD still retains ownership of the subject property. Previously, the CDD was granted special powers by the City of Venice pursuant to Section 190.012, Fla. Stat., for "parks and facilities for indoor and outdoor recreational, cultural, and educational uses." Therefore, the CDD has recreational powers to construct the dog park and pickle ball courts. While Chapter 190 may not specifically refer to this

exact issue of a CDD being a licensee of FPL, there are multiple references in Section 190.011, Fla. Stat., (general powers of a CDD) referring to the ability to hold, control, acquire and lease property interests. Moreover, Section 190.011(15), Fla. Stat., provides a CDD the general power to "exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act." Executing the Agreement as a Licensee is "necessary" for executing the CDD's previously granted special recreational powers if it chooses to provide for construction of the recreational areas at this particular site.

2. **Overhead Lighting:** This is not a legal issue (if the lighting is installed within the height and other parameters of the Agreement) but a policy decision of the Board. To my recollection, the Board previously decided not to install lights at this time but to provide the necessary conduit should a future decision be made to proceed with installation.

3. **Assignment:** I do not believe there are any intentions for the CDD to assign its rights. Should the CDD express such an intention in the future, we can examine whether it has the legal right to do so.

4. **Liability from High Voltage Wires:** This issue has been discussed in the past and the Board made the policy decision to proceed forward. While the CDD does provide indemnity to FPL in the Agreement (an issue from my notes that was discussed with the Board at its April meeting), I worked with FPL and their representatives to insert multiple provisions into the Agreement referencing the CDD's sovereign immunity protections. We even passed the insurance language by the CDD's insurer and negotiated language that would be acceptable to both the CDD's insurer and FPL.

Policy

April 12/L

5. **Termination of the Right of Way Agreement:** I agree with Mr. Pirotti that this is a significant provision in that FPL could terminate the Agreement for default or otherwise. I specifically pointed this out to the Board at the April meeting together with the fact that FPL can make us relocate, alter or remove facilities with 30 days' notice at the CDD's sole cost but the policy decision was made to move forward based on the conversation among the Board that the foregoing risks were minimal and the site was one of few available in the community for the contemplated amenities.

April

As always, please let me know if we can assist further. I am glad to discuss any of the above issues or related concerns with the Board at a meeting or any individual Supervisor separately.

Exhibit 4

Appeal from Rick Schappacher, Engineer

Not Dated

"City on the Gulf"

NO Date

City of Venice, Florida
Notice of Appeal

Notice is hereby given in accordance with Section 86-21 of the City of Venice Land Development Code that Venetian CDD Board of Supervisors appeals to the Venice City Council the decision rendered by the Planning Commission on February 2, 2021 which denied/granted Site and Development Plan Petition No. 20-38SP.

Richard Schappacher, CDD Engineer - (NOT COUNSEL)

Printed Name

Signature

P.O. Box 21256

Bradenton, FL 34204

Mailing Address

941 251-7613

Telephone Number

Exhibit 5

Venetian Community Development District

February 8, 2021

Minutes of Meeting

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

VENETIAN
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on **Monday, February 8, 2021, 2020 at 9:30 a.m.** held at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

Mr. Booker lead the Board in reciting the pledge of allegiance.

Present and constituting a quorum were:

Richard Bracco	**Board Supervisor, Chairman**
Steve Kleinglass	**Board Supervisor, Vice Chairman**
Ernest Booker	**Board Supervisor, Assistant Secretary**
Richard McCafferty	**Board Supervisor, Assistant Secretary**
Carl Chorba	**Board Supervisor, Assistant Secretary (via speaker phone)**

Also present were:

Belinda Blandon	**District Manager, Rizzetta & Company, Inc.**
John Toborg	**Manager, Field Services, Rizzetta & Company, Inc.**
Andy Cohen	**District Counsel, Persson, Cohen & Mooney, P.A.**
Rick Schappacher	**District Engineer, Schappacher Engineering**
Denise Payton	**General Manager, River Club**
Keith Livermore	**Field Manager, Venetian CDD**
Audience	

FIRST ORDER OF BUSINESS **Call to Order**

Ms. Blandon called the meeting to order and conducted the roll call.

On a Motion by Mr. Bracco, seconded by Mr. Booker, with all in favor, the Board Allowed for Mr. Chorba to Participate and Vote in the Meeting via Speaker Phone, for the Venetian Community Development District.

SECOND ORDER OF BUSINESS **Public Comment**

Ms. Pozarek addressed the Board regarding the schedule for the meetings and asked that the Board consider having the meetings in the second half of the month in order to allow for review of the financials. She spoke regarding her concerns related to the

financials and revenue. Ms. Pozarek further asked that the Board members provide newsletter input to her so that she can provide to Mr. Chorba.

Ms. Shaffer thanked the Board for its support related to issues that have been taken care of regarding the guardhouse. She further thanked the Board for the work that has been done on the pickleball courts and dog park; she advised that it may be due to location and so she asked if the Board has considered looking into the area of the old playground. Ms. Schaffer spoke regarding a problem with speeding and golf carts at Bolanza and Veneto.

Mr. Cassell spoke regarding a safety concern related to the location of the driveway and a fiber poll; he recommended installing reflectors at each side of the driveway.

Ms. Nick addressed the Board regarding the Planning Commission meeting; she advised that she was disappointed in the outcome. She advised that she believes that it is important to maintain a committee for the pickleball courts and researching a different location. Mr. Bracco advised that in his mind pickleball is not a dead issue. Mr. Chorba recommended that the Racquet Committee take up pickleball as well. Mr. Booker advised that he plans to discuss the inclusion of pickleball within the Racquet Sports Advisory Committee in order to stay the course with possibly researching alternate locations.

THIRD ORDER OF BUSINESS **District Engineer Staff Report**

Mr. Schappacher advised that he sent the Board documents related to the annual reviews; he advised that bid packages were sent out for the curb and sidewalk repairs, signage, and striping. Mr. Schappacher advised that he is looking into materials and/or products for repair the wooden rails.

Mr. Schappacher advised that bid packages were sent out to do paving on Treviso and Bolanza; he advised less than half an inch is left of the asphalt although the base is holding up well. Mr. Schappacher recommended completing the milling and overlay; he reviewed the bids received which range from $53,000 to $55,000, he advised that Superior was the least expensive at $53,310 and he recommended moving forward with their proposal. Ms. Blandon advised that this item would come from reserves. Mr. Schappacher advised that the project should take a couple of days and the inconvenience would be minimal. Mr. McCafferty inquired as to whether this will affect the lawsuit related to the spills. Mr. Schappacher advised that he will make the City aware of the work to be conducted and pictures have been taken. Mr. Cohen recommended allowing the City to view the roadway prior to the work being conducted. Mr. Kleinglass inquired as to when this work would have been necessary had the spills not happened. Ms. Blandon advised that milling and overlay is phased within the Reserve Study and so she would need to dig into the Reserve Study to determine when the work would have been done. Mr. Schappacher advised that the CDD has asked the City to pay for half of the remaining life. Mr. McCafferty advised that two years ago the Board reviewed the roadway and reduced the life expectancy of the roadways due to the spill. Mr. Schappacher advised that the remainder of the roadway life expectancy will be included in the annual asset report.

This item was opened to public comment.

A resident asked if the damaged layers will be removed. Mr. Schappacher confirmed. The resident inquired as to how this may affect the driveways. Mr. Schappacher advised that if a resident drives through the wet tar it would leave tracks in the driveway. Mr. Kleinglass recommended that Mr. Livermore coordinate parking with the homeowners to alleviate concerns.

There was no further public comment.

On a Motion by Mr. Bracco, seconded by Mr. Chorba, with all in favor, the Board Accepted the Bid from superior Asphalt for Roadway Milling and Overlay, Subject to Preparation of an Agreement by Counsel, for the Venetian Community Development District.

Mr. Schappacher advised that he is looking into the status of the irrigation pump cover and will follow up with the Board when he has an update.

Mr. Schappacher advised that he sent the radar speed reports to the Board and he provided a brief overview of the summary of the reports. Mr. Bracco advised that the new speed tables that have been put in are great and he recommends placing them on Veneto once the rubber ones there have deteriorated.

Mr. Chorba inquired as to data on Portofino. Mr. Schappacher advised that there is no speed device there. Mr. Chorba asked that a speed device be placed on Portofino as there seems to be a lot of speeding on the lower portion of the road. Mr. Bracco asked if Mr. Chorba would be okay with the traffic hawk being placed in front of his house. Mr. Chorba confirmed. Mr. Booker recommended obtaining an additional traffic hawk. Mr. Schappacher advised that the CDD radar speed signs are portable and can be moved.

Mr. Schappacher advised that a very long meeting was held with the Planning Commission related to the Pickleball Courts and Dog Park project; he advised that in the end the District failed in a vote of 5 to 2. He advised that this was step number one; first you go before the Planning Commission and then City Council. He advised that staff was in agreement with everything the District has done and at this stage, in a Planning Commission, they are an appointed Committee, and so they have the same rule book that the District has, they are there to ensure that the District plays by the rules which the District did. Mr. Schappacher advised that the next step which is City Council can look at things outside of the rule book. Mr. Cohen spoke regarding procedure; he advised there has been a hearing and the PUD was recommended denial and that will now go straight to the Council and then the site plan was recommended denial and so there are fifteen days to appeal. Mr. Cohen advised that to date Counsel has not been involved and since he cannot represent the District in this matter, he recommends Special Counsel. Mr. Schappacher inquired as to the fifteen-day requirement. Mr. Cohen advised that the site plan denial would remain in effect should the District not appeal. Mr. Booker advised that if the appeal is not filed within the fifteen days then the District loses its right to appeal forever. Mr. Bracco spoke regarding

the feelings of the Planning Commission members related to the various aspects of the plan. Mr. Schappacher advised that it was denied for two reasons provided by the City: the proposed improvements are incompatible with adjacent residential properties and adequate supporting facilities such as parking, water, and restrooms are not provided. He advised that restrooms are not required, a water line will be run although it was not mentioned, and there are no issues with the parking. Mr. Bracco advised that one statement that was made is that the Venetian already has a lot of amenities and doesn't need more, he advised that in his opinion the decision should be appealed. Mr. Booker advised that the first thing to do in order to appeal is to find counsel and then also the Board needs come up with a backup plan related to location. Mr. Schappacher advised that a couple of years ago the Committee and the Board looked at various areas and the number of areas is very limited which is why it migrated to the proposed location. Mr. Bracco advised that two courts were determined to be inadequate and so it was increased to four which would only fit in the proposed area and so now the District needs to rethink the number of Pickleball courts. Mr. Booker advised that the first step should be to obtain counsel. Mr. Kleinglass advised that he was a dissenting vote from the beginning due to the location; he advised that he is in favor of pickleball. Mr. Kleinglass advised that those who spoke during the meeting were in favor of pickleball but against the location. He advised that there is a way to get the pickleball courts in the community but not in that location and he is not in favor of hiring an attorney in pursuing this that way and he would rather see energy focused on getting the pickleball courts in a better location. Mr. Bracco advised that the Welcome Center may not be an option as at the POA meeting, it was indicated that there is an active purchase contract on the Welcome Center. Mr. Chorba advised that he generally agrees with what Mr. Kleinglass has said and he understands the desire to appeal the decision but there are issues with the location proposed and the surrounding residents and he would place his faith in the Committee to find solutions as to the location and trying to get seventy to eighty percent satisfaction with another plan. Mr. McCafferty advised that the Pickleball Committee spent two years looking at locations and this was the only location identified and so he thinks that in order to keep the project moving forward an appeal may be the proper next step. Mr. Chorba advised that the appeal would be for the current location and so that may not be necessary if another location is identified. Mr. Chorba advised that while not eliminating tennis courts perhaps time for each can be shared. Mr. Bracco advised that the tennis courts have the wrong type of surface for pickleball. Mr. Schappacher advised that while the focus is on pickleball, the dog park is also an amenity that the residents want. He asked Mr. Cohen if an attorney needs to file the appeal or if the Chair can file the appeal. Mr. Cohen advised that it may be a simple one-page form although he recommends obtaining special counsel for assistance; he advised that if there is any interest in moving forward then he recommends obtaining special counsel. Mr. Kleinglass recommended allowing the Racquet Sports Advisory Committee an opportunity to review this situation in order to make getting pickleball here a priority. Mr. Booker reminded the Board that the meeting today is an organizational meeting of the Racquet Sports Advisory Committee; he further recommended listening to the attorney and preserving rights. Mr. Cohen advised that the fifteen days run out on the 17th and this is the last meeting of the Board prior to the expiration of that fifteen days. Mr. Kleinglass advised that there is a lot of animosity related to the location and so he does not see the value in spending more money on an attorney to fight something that will get another review by the City; he advised that he would rather spend money in seeing how to move

this forward. Mr. McCafferty inquired as to all of the work put in by the Committee and the Engineer. Mr. Kleinglass advised that he appreciates all of the time and effort put into the project and he does not see the value in protecting the rights. Mr. Cohen advised that hiring an attorney to file the appeal would not be expensive. Mr. Chorba recommended finding another location. Mr. Booker advised that this boils down to politics of the City Council, which is conservative, they will have in front of them the recommendations of the Planning Director and the Planning Commission Chairman. Mr. Bracco advised that he feels the District was denied improperly and he feels that Mr. Booker is saying that the City Council will more than likely not vote against the Planning Commission. Mr. Booker advised that it is his feeling. Mr. Booker advised that residents made a persuasive argument to the Planning Commission. Mr. Schappacher advised that the motion that was made at the Planning meeting by the Planning Board members was that he had listened to everybody, listened to what they had to say, went back and looked at what Staff recommended, Staff says they are meeting all of the requirements and even though I hear that there are some issues with location, everything they are asking is in compliance and therefore I am making the motion to approve and the second was made. He further advised the other five said no. Mr. Kleinglass inquired as to whether there were any members present today of the former Pickleball Committee and asked to open to the Committee. He asked if there is compromise in the number of courts. Mr. Schappacher advised that he has never been through this process and the appeal; but if the appeal is not filed then it is lost forever; he further advised that perhaps a new location can be found for the Pickleball courts and keep the dog park where it is. Mr. Kleinglass asked if the petition could be resubmitted with the pickleball courts in another location should the appeal period expire. Mr. Cohen advised that he recommends seeking counsel. Mr. Bracco advised that if the fifteen-day period elapses and the right to appeal is lost then the only location for the dog park is lost as well. Mr. Bracco made a motion to pursue an appeal, after contacting outside counsel, from the planning Board decision based on its denial at the February 2nd meeting.

Mr. Schappacher advised he and Mr. Livermore are dealing with another issue at 102 Terra Bella; the resident planted vegetation over a storm easement, the neighbor called to complain to Mr. Livermore, and he stopped on his way to the meeting, an entire row of vegetation was planted on the resident's property but is within the storm drainage easement which is the access to the lake in the event pond work is needed. Mr. Schappacher advised that it appears the vendor can still get through although as it grows it may become an issue. He advised that Mr. Livermore contact the resident who said that they received ARC approval; he advised that in the past discussion was held regarding educating the Committees to please never approve anything within the storm drain easements and so that will need to be discussed. Mr. Livermore advised that the resident did have approval and the POA told him that the letter said that it is okay to plant although it is not recommended to plant in the easement. He further advised that the President of the POA has advised that the POA cannot direct someone to not plant on their own property even if there is an easement there; even if they do plant and we need to get back there then we can just cut it down at the resident's expense. Mr. Livermore asked for direction from the Board. Mr. McCafferty advised that this had been discussed a couple of years ago and Mr. Schappacher created an exhibit of where the easement plantings exist. Mr. Schappacher advised that this is a small pond with limited access. Mr. McCafferty recommended putting

in writing that should the CDD need access then the CDD can remove the plantings at the resident's expense. Mr. Cohen advised that he would get information on the issue and report back.

Mr. Bracco restated his motion: to pursue an appeal of the site plan denial, after contacting outside counsel, based on the panning Board's denial at the February 2nd meeting. Mr. McCafferty seconded the motion. Mr. Bracco advised that his reason for asking for this is that he feels the CDD was unfairly treated and if the CDD was unfairly treated then the next person can be unfairly treated, and the Planning Commission needs to be called on it; they denied the CDD though they did so improperly.

This item was opened to public comment.

Mr. Pirrotti addressed his comments to Mr. Bracco, after thanking Mr. Bracco for allowing him to appear. Mr. Pirrotti advised that he wants Mr. Bracco to understand one thing from the beginning; the residents sitting in the meeting represent the people who constitute a loyal opposition to the proposal. He stated that he further understands that they like pickleball, he further understands that pickleball is an essential part of living but what they object to, he is sorry they have not been heard, they object to the fact that where they are putting it, as the speaker said why would you put pickleball under the high tension wires, that according the FPL that if a wire fell down and hit one of the players they could be electrocuted. He advised that he doesn't understand how bright people, the fact has been mentioned that for two years they have been laboring. The Pickleball Committee never represented him, never represented the people who are the adjoining property owners, whose lives will be affected, never considered for one moment the noise that would emanate, never considered for one moment the lives, nobody ever called him. The only minutes that he read, he took his time as he is a retired lawyer, he has never in his sixty years of practicing law seen such an atrocity, such an insult to the rights of the residents. The agreement that was signed did not include the residents right to be heard, the right to sleep outside and listen to music but have to listen to the sound of pickleball courts under the high-tension wires. He asked why you wouldn't consider that, why were you so desperate, after two years of wasting resident's time, two years of listening to one side and one side only. He stated that if you think for one moment that they are going to waste residents' money to hire special counsel as an exercise in futility without regard, you have totally ignored the fact that people could die and you're not listening.

Mr. Cassell stated that location is the problem with the plan because of the high-tension wires. He advised that signs have to be put up advising of risk, danger power lines ahead and you assume risk by entering these spaces; he asked if you went to the beach and saw a sign that said sharks may be in water swim at your own risk, would you go in the water? He stated that some risk takers would, he advised that he would not. He asked if you had to put up signs advising of the power lines and the risk do you think pickleball players would enter. Most pickleball players would say no. Mr. Cassell advised the Board of three explosions that have occurred; two at the substations, one on the power line, enough to bring the residents out of the house to see what had blown up and that is why Mr. Pirrotti called the meeting with FPL. Mr. Cassell advised that if lightning hit a pole and knocked it

over then the District would have to remove its pickleball materials so that FPL can make repairs. He advised that a house is on the market on Pesaro for $639,000.00 and if the pickleball courts go in there with the noise and the view of the parking lot how can that house sell, how can anyone sell their house. He advised that the Board will make the houses virtually worthless, damaging 10-20-30 homes with their pricing; it will make a negative impact on their quality of life and a negative impact on their pricing. Mr. Cassell advised that everyone will be up in arms if this goes through, it is an ill conceived plan, it should have been stopped way way back. He advised that the Board got caught up in the enthusiasm of having pickleball courts; he advised there are a lot of issues with this project and the Committee should find a compromise.

Mr. Shire stated that he will not rehash everything that has been said, he advised that all of the work that has been put into bringing pickleball into the community is great, residents do deserve to have that here, he just believes it should not be in the proposed location. Mr. Shire advised that he has been watching social media blow up about this subject and it's ridiculous to hash it out in the open like that though he has asked some people to meet him at the proposed location to discuss the effects that it would have on the surrounding homes and each one of those people said unequivocally they would not want to sit on the lanai and have that 50-60 feet away from them. He advised that he firmly believes there should be some kind of compromise and a better location for it. He discussed another community and the efforts they have put into their pickleball courts.

Ms. Fox advised that this is a very passionate issue and a lot of facts have been heard; but what you have before you is a motion on the procedure and whether or not you are going to appeal the site plan and the PUD is already going to be on the agenda. She advised that she does not see the issues with appealing the site plan up to City Council at the same time as this will all be rehashed before City Council.

Ms. Nick advised that the four courts were presented because there is only room for two or three in other locations which would require removal of vegetation and pickleball will become so popular that more courts will be needed and that is why originally there was no concession to four courts. Ms. Nick advised that she felt that the CDD was treated very unfairly at the Planning Commission meeting and so she feels it should be reheard due to the prejudice against the CDD along with fear mongering going on. She advised that EMF is not an issue as the result of the studies for many years was no conclusive evidence of any danger; the danger from EMF is a cell phone more than anything, power lines you would have to be over fourteen feet tall to start getting effect of EMF. She advised that regarding explosions, you can be parked in a parking lot with high voltage over it and she doesn't see the danger in it. Ms. Nick inquired as to why a dog park was passed for another community under power lines then why is there a problem for Venetian. She recommended doing a sound test; getting together a group to measure the noise. Mr. Bracco advised that a test was conducted. Ms. Nick advised that she was a part of that test, but she would like to see one in the proposed location of the courts. She thanked Mr. Schappacher for doing a great job.

Ms. Shaffer addressed the noise for Portofino; you can hear tennis all the time as

well as the excitement of people playing but people there knew that before buying the houses. She advised that she can hear golfers from her home but she knew that prior to buying the property.

Hearing no further public comments, the item was closed to public comment.

Mr. Bracco advised that his issue is a procedural one and the way they were treated, unfairly. He inquired as to the next person who brings up an issue and is denied for an inappropriate reason.

Mr. Schappacher advised that he does not know how much effort was put into the Committee reaching out to nearby residents, he knows they reached out to the community but, a sound test at the location can be conducted because the way the plans were designed, you won't really see it, there will be a fence and then sound barrier and then plantings and so what people will see is some plantings. Mr. Schappacher advised that the decibel reading level is similar to that of a conversation.

Mr. Chorba advised that Mr. Schappacher doesn't have a dog in the hunt, and he would like to say that when residents who wanted to have pickleball two plus years ago, they brought in a pickleball paddle and ball and said this is the sound that pickleball makes, but that is not the case. He further advised that he is concerned about the thirty to forty residents in the area that need to be considered by the Committee.

Mr. Schappacher reviewed the exhibits that have been presented throughout the process and he left those with Mr. Booker for the Committee.

Mr. Kleinglass reiterated his feelings; this community is very interested in pickleball, the issue is all about location and there needs to be some compromise and so he doesn't see the need for a lawyer when he has heard that it probably will not succeed when it goes back to City Council and so he thinks the community needs to come back with a better plan in a better location for a better outcome with the Planning Commission. Mr. Kleinglass advised that he doesn't understand the position of protecting the rights.

Mr. McCafferty advised that one of the comments from a Planning Commission member was "Venetian has enough amenities" and so that was personal decision and not related to the location or the high-tension lines. He advised that the Commission approved everything that had been submitted but then denied the project.

Mr. Kleinglass advised that he was surprised that they said no but they said no in a vote of five to two.

Mr. Booker advised that he thinks the proposal is in the wrong location but there is a duty to procedurally preserve the rights of the District. He further advised that the Committee will explore any and all locations to find an alternative and it will be discussed later in the meeting but there is a duty to pursue the procedural rights.

On a Motion by Mr. Bracco, seconded by Mr. McCafferty, with three in favor and Mr. Kleinglass and Mr. Chorba opposed, the Board Directed Staff to Pursue an Appeal to the Site Plan Denial, after Contacting Outside Counsel, with the Planning Board Based on Its Denial at the February 2nd meeting, for the Venetian Community Development District.

Mr. Kleinglass inquired as to the amount of money on the table. Mr. Cohen advised that no funds have been authorized and it is his assumption that it is a fairly non cost prohibitive process to file the paperwork that needs to be filed, and there may or may not be a City fee for filing and then there will be an opportunity for the Board to further discuss.

Mr. Schappacher inquired as to the possibility in the City Council meeting, if the Committee comes back and they have an alternate location, can the PUD simply be amended or would it require a resubmittal. Mr. Cohen advised that question would have to be asked of the City.

Ms. Payton inquired as to parking concerns related to putting the pickleball courts in the River Club parking lot. Mr. Schappacher advised that he will investigate that concern should the need arise.

Mr. Kleinglass advised that the good thing that came out of the discussion is there is a unified effort to get this done.

Mr. Bracco recommended placing the reflective stakes at the driveway entry; he asked that Mr. Livermore look into options.

Mr. Kleinglass asked if Mr. Schappacher received an email from Mr. Humphrey. Mr. Schappacher advised he did not.

Mr. McCafferty inquired as to adding a Landscape Committee item to the agenda.

FOURTH ORDER OF BUSINESS **Review of January 8, 2021 Field Inspection Report**

Mr. Toborg provided an overview of his report conducted on January 8, 2021; he advised that ornamental grasses were trimmed earlier in the schedule than planned. He advised that LMP needs to get in the habit of providing requested proposals to him rather than to the Field Manager. Mr. Toborg reviewed areas that need new sod. He recommended that the Mestre Court cul-de-sac be one of the first areas to be redone by the Landscape Architect and Landscape Advisory Committee. He recommended keeping the Awabuki Viburnum trimmed at eight feet high. Mr. Toborg reviewed landscape enhancement recommendations at the River Club parking lot. Mr. Toborg entertained questions from the Board.

Mr. McCafferty inquired as to whether the parking lot enhancements recommended

Exhibit 6

Venetian Community Development District

October 28, 2019

Minutes of Meeting

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

VENETIAN
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on **Monday, October 28, 2019 at 9:30 a.m.** at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

Present and constituting a quorum were:

Richard Bracco	**Board Supervisor, Chairman**
Susie Lentile	**Board Supervisor, Vice Chair**
David Lusty	**Board Supervisor, Assistant Secretary**
Richard McCafferty	**Board Supervisor, Assistant Secretary**
Steve Kleinglass	**Board Supervisor, Assistant Secretary**

Also present were:

Belinda Blandon	**District Manager, Rizzetta & Company, Inc.**
Andy Cohen	**District Counsel, Persson, Cohen & Mooney, P.A.**
Rick Schappacher	**District Engineer, Schappacher Engineering**
Denise Payton	**General Manager, River Club**
Keith Livermore	**Field Manager, Venetian CDD**
Laura Bialy	**ICON Management**
Bill Bower	**ICON Management**
Natasha Dhanpat	**Rizzetta & Company, Inc. (joined meeting in progress)**
Kaitlyn Gallant	**Rizzetta & Company, Inc. (joined meeting in progress)**
Audience	

FIRST ORDER OF BUSINESS **Call to Order**

Ms. Blandon called the meeting to order and conducted the roll call.

SECOND ORDER OF BUSINESS **Public Comment**

Ms. Blandon opened the floor to audience comments.

Mr. Faccenda asked that the Board add public comments to the agenda after the Pickleball discussion. Mr. Bracco advised that the Board has not decided to add public comment after that discussion and asked that Mr. Faccenda provide his comments now. Mr. Faccenda spoke against the pickleball courts in order to not increase fees and burden residents of the community.

Mr. Jenuleson spoke against pickleball and spoke regarding the creeping up of the costs related to construction of the courts for a small percentage of residents.

Mr. Malkasian spoke regarding the pickleball courts and being opposed to lights as no other amenities have lights. He further spoke regarding ongoing maintenance and facilities needed at the pickleball courts. Mr. Malkasian inquired as to who will be maintaining the courts.

Mr. Hoyles spoke regarding the pickleball courts and being in favor as it will be an enhancement to the community.

Ms. Jasper spoke in favor of the pickleball courts; she advised that it is an added amenity to the club.

THIRD ORDER OF BUSINESS **Facilities Advisory Committee Report**

Mr. Dabney spoke regarding the expansion of the pavilion area at the pool. He spoke in detail regarding the scope of the project with respect to renovation of the existing facility versus the master plan presented by Mr. Humphrey. Mr. Dabney advised that the cost is approximately $25.00 per household, per month, for forty-eight months. He advised that the Committee feels it is essential to have public meetings to gain community input on the project as the Committee feels it is best to move forward with the plan as outlined by Mr. Humphrey. Mr. Dabney spoke regarding creating additional clubs to bring more people to the facility; he advised that there has been a suggestion that more outside events will come in. He advised that having an additional facility will provide for limited service to the residents when the club is closed for outside events. Mr. Dabney advised that the Committee would like a decision on whether or not the Board would like to move forward. Mr. Lusty advised that public forums have been tentatively set for January 20th and February 10th at 5:00 p.m.

FOURTH ORDER OF BUSINESS **Landscaping Advisory Committee Report**

Ms. Guardiano spoke regarding creating a three-year plan; she advised that each committee member has been given an assignment so that a cost of the plan can be determined. She advised that LMP attended the last meeting and discussion was held regarding monument refurbishment at an estimated figure of $4,219 for all monuments to be planted without annual flowers. Ms. Guardiano spoke regarding replanting of the Laurel Road monument using Coleus mix, in a striped fashion, at a cost of $428.00 to be done twice per year. She distributed photos of the proposed monument plantings to the Board. Mr. Bill Gipp of LMP advised that the Coleus will do well in the full sun; he reviewed the plantings being recommended for the monuments. Mr. Lusty made a motion to approve an amount not to exceed $5,000.00, which was seconded by Mr. McCafferty, discussion ensued regarding the expense associated with the plantings as well as the savings to be realized on an annual basis. This item was opened to public comments.

On a Motion by Mr. Lusty, seconded by Mr. McCafferty, with all in favor, the Board Approved a Not to Exceed Amount of $5,000.00 for Monument Plantings, for the Venetian Community Development District.

FIFTH ORDER OF BUSINESS **Recreational Advisory Committee Report**

Ms. Wolff presented the proposals received for weight equipment and fitness center flooring. She asked for not to exceed amounts of $50,000.00 for weight equipment and $11,100.00 for flooring; she advised that the original flooring and equipment is over fifteen years. She advised that the equipment is outdated and it is difficult to find replacement parts and the flooring is showing signs of wear as it has not been shampooed or cleaned in over eighteen months. Ms. Wolff spoke regarding the added value to the club by replacement of the equipment and flooring; she advised that the Committee would like the proposals approved at the same time so that when the fitness center is emptied for floor replacement the new equipment can be brought in rather than bringing the old equipment back in and then hauling it back out. Ms. Wolff reviewed the proposals received as well as the specifications of the flooring and equipment. Mr. Bracco inquired as to whether the Committee researched leasing the equipment rather than purchasing it. Mr. Lusty inquired as to the $10,000.00 flooring proposal. Mr. Sandomenico advised that the $10,000.00 flooring proposal does not include preparation or moving the equipment. He further advised that there is a $2,000.00 proposal to purchase the old equipment. He advised that traditionally weight equipment is not leased as you would purchase the equipment at the end of the lease. Discussion ensued regarding cardio equipment. Ms. Payton inquired as to the downtime for the fitness center. Mr. Sandomenico advised that it would take 2 to 3 days to complete the job.

On a Motion by Mr. Lusty, seconded by Ms. Lentile, with all in favor, the Board Declared the Current Fitness Equipment as Surplus and further Approved Amounts not to Exceed $50,000.00 for Fitness Center Equipment and $11,100.00 for Fitness Center Flooring, for the Venetian Community Development District.

SIXTH ORDER OF BUSINESS **Social and Dining Advisory Committee Report**

Mr. Bracco advised that the Committee discussed the wine dinner and events taking place through March. He advised that the events are being well attended. Ms. Payton reviewed tiki bar and food and beverage sales and cost of goods sold. She advised that events are doing well; trivia night is good and First Friday is doing well. Mr. Lusty suggested limiting Happy Hour pricing. Mr. Bracco inquired regarding providing calorie counts on the menu.

SEVENTH ORDER OF BUSINESS **Discussion and Consideration of Pickleball Advisory Committee Recommendations**

Mr. Lusty provided background to the Pickleball discussion; a petition signed by several hundred residents was received in January 2017 and by April of 2018 the Board had considered locating Pickleball courts alongside the tennis courts or in the River Club parking lot and sound testing was conducted along with review of geography and it was ultimately decided that the parking lot was not a good area as parking would be lost and it would not provide what was needed; then in July of 2018 the Pickleball Advisory

Committee was appointed with Mr. Wilson as the Chairman and in February 2019 the Board received the consent from FP&L to locate the Pickleball courts on a proposed site under the FP&L power lines between Pesaro Drive and Laurel Road, in May of 2019 a detailed proposal from the Pickleball Committee was presented to the Board with an estimated cost of construction of approximately $171,800 to include landscaping, irrigation, sound dampening, lighting and paved parking -- it did not include a restroom and there is space to build a dog park directly behind it. Mr. Lusty advised that there is an aging population within the community and some feel they would like to transition from tennis to pickleball; he advised that nearly all nearby competitors have pickleball as an included amenity. He advised that in the 2018/2019 fiscal year there was a carry-over balance from the previous year for the River club of $220,006.00 resulting in a total fund balance of $569,269.00, the CDD general fund had a carry-over of $243,759.00 resulting in a total fund balance of $400,832.00 so there is about $1,000,000.00 in cash, total prior year carry over is $463,765.00 and the Board has the authority to move funds between balances if necessary so clearly the funds are on hand to build the courts with prior year carry over funds without increasing dues, having an assessment, or having an additional charge of any kind. He advised that once built the ongoing operating and maintenance cost of four courts is minimal; unlike tennis courts pickleball courts require minimal maintenance. Mr. Lusty spoke regarding amenities with some members preferring static amenities and others who look to more dynamic amenities to keep up with times and competition. He advised that oversight should fall to the responsibility of the River Club and the Fitness Director to oversee and maintain the courts as well as oversee and maintain the courts as well as organize and supervise game play and he does not anticipate the need to add additional staff. Mr. Lusty advised that the proposed amount is approximately $171,800.00 and with contingency is approximately $188,961.00 which is less than 1/3 of the $600,000.00 spent renovating the River Club last year. Mr. Lusty made a motion to add an expense line item to the 2019/2020 River Club operating budget, the amount of $189,000.00 for the cost of construction of four pickleball courts as recommended by the Pickleball Advisory Committee and a revenue line item in the River Club operating budget in the amount of $189,000.00 as a carry forward from the prior year's fund balance, the motion would also include the approval of the construction of the four pickleball courts in an amount not to exceed $189,000.00. Ms. Lentile seconded the motion. Ms. Lentile advised that she received information that says Hartford Insurance Company is strongly recommending that people in their 50's, 60's, and 70's to find activities to keep them physically, socially, mentally, emotionally healthy and when we become sedentary depression can set in, isolation can set in, we may drink too much, there are lots of thigs that can happen. She read the information from Hartford that supports pickleball. Mr. McCafferty recommended amending the motion to remove lighting from the proposal. He advised that it is not necessary and the Pickleball Committee did not ask for it, the lighting is an added distraction to the residents who live nearby; he advised that he thinks pickleball is a great idea but without the lighting. Mr. Lusty advised that in the winter time, when the most residents are here, it will be dark by 5:30 p.m. and tennis can go to 9:00 or 10:00 p.m., Mr. Lusty advised that four courts will probably not be enough and play into the evening hours will be necessary. Mr. Schappacher advised that the lighting can be installed in such a way that the lights are directed to the courts in order to not bother the surrounding homes. Mr. Bracco inquired as to how the lights would turn on and off. Mr. Schappacher advised that would be up to the Board as they can have timers or Mr. Sandomenico can turn the lights off. Mr. Bracco advised that the scope of the project has grown and he does read the information on

pickleball and understands that many communities have it although he is not sure that Venetian has to install courts because everybody else has it but because the residents of Venetian wants it. Mr. Bracco advised that there is a large price tag on the construction and inquired as to whether a bid would be necessary; he recommended putting it out to bid and he further discussed that lighting isn't necessary as this should be a day time activity though he would be inclined to put in the wiring for possibly lighting the courts in the future. He advised that he is concerned about the oversight of the facility being on Mr. Sandomenico as it is a River Club facility but are there concerns with current staff being able to handle the additional responsibilities. Mr. Bracco spoke regarding costs associated with ongoing maintenance and possibly charging a fee for use in order to cover the maintenance costs. Mr. Bracco advised that in order to move forward, in his opinion a couple of things are needed; this needs to be put out to bid, discussions need to be held with Mr. Sandomenico to ensure that he can handle the maintenance and oversight, we need to get a handle on the what the maintenance will be, and there needs to be a fee schedule for use. Mr. McCafferty advised that he has already spoken regarding the lighting and his opinion has not changed, he advised that he does not believe there needs to be a fee as there is not a fee for tennis, he advised that he will not vote for the project if the lighting is to be included. Mr. Kleinglass spoke regarding fees that are charged for various fitness items. He spoke regarding management of the pickleball courts as well as his concerns related to the location being under the FP&L power lines; he advised that he would like to investigate if there are additional locations for construction of the courts. Ms. Lentile advised that she would be willing to take a second look at the lighting as the lights attract bugs and not a lot of people play at night. Mr. Sandomenico advised that he would obtain certification to teach pickleball, he advised that no reservation is needed, and as far as maintenance there is very little maintenance. He advised that pickleball is a different demographic of players and bocce may be able to played in the proposed court location. Mr. Sandomenico advised that pickleball is not a night time sport so lights are not necessary although if possible, maybe light two courts instead of all four. Mr. McCafferty asked if Mr. Sandomenico would charge for pickleball lessons. Mr. Sandomenico confirmed. Mr. Lusty advised that this location is the best location for the pickleball courts, he further amended his motion to remove lighting and reduce the not to exceed from $189,000.00 to $175,000.00. Discussion ensued.

On a Motion by Mr. Lusty, seconded by Ms. Lentile, with four in favor and Mr. Kleinglass opposed, the Board Approved the Addition of an Expense Line item to the 2019/2020 River Club Operating Budget, the Amount of $175,000.00 for the Cost of Construction of Four Pickleball Courts as Recommended by the Pickleball Advisory Committee and Add a Revenue Line Item in the River Club Operating Budget in the Amount of $175,000.00 as a Carry Forward from the Prior Years Fund Balance, and also Approved the Construction of the Four Pickleball Courts in an Amount Not to Exceed $175,000.00, with No Lighting but Keeping the Wiring for Card Readers on the Gate, for the Venetian Community Development District.

At 11:00 a.m. the Board took a brief recess and was back on the record at 11:16 a.m.

EIGHTH ORDER OF BUSINESS **District Engineer Staff Report**

Mr. Schappacher advised that he is being required to make a public records request in order to receive the records necessary in order to submit for PUD and to obtain permits.

Mr. Schappacher confirmed that he will be submitting to construct both the pickleball and the dog park. Mr. Lusty asked what the estimate would be for the dog park now that some of the infrastructure will be installed with the pickleball construction. Mr. Schappacher advised that the approximate cost would be $25,000.00 for the dog park. Discussion ensued. Mr. Schappacher advised that permanent structures would not be permitted under the FP&L lines though benches may be permissible. Mr. Lusty inquired regarding an email related to a 122,000 sf dog park where general maintenance and insecticide treatments are $3,500.00 per year. Mr. Cohen advised that there is fee to obtain a FOB for access to the dog parks at one of his other CDDs. Mr. Schappacher advised that the area would be separated for small dog area and large dog area.

Mr. Schappacher provided an overview of the radar reports; he advised that there may be a piece of equipment that is throwing off speeds on Pesaro Drive with readings being in the 70's. Discussion ensued regarding the speeds. Mr. Cohen advised that the CDD has granted enforcement to the POA. Mr. Bracco advised that Mr. Perry is going to provide a report at the next meeting or so.

Mr. Schappacher advised that the bank restoration work is 75 to 80 percent done; he asked that Mr. Livermore reach out to residents to ensure that sprinklers are running properly and to ensure that there are no access deficiencies prior to releasing retention. Ms. Lentile inquired regarding 425 Montelluna related to disturbance of sod. Mr. Schappacher advised that the area in question will be repaired.

Mr. Schappacher advised that road restoration should begin in the middle of November, after completion of the landscaping work at the entrance. He advised that the vendor has reviewed the parking lot and will also conduct repairs there as well. Mr. Schappacher spoke regarding a concern related to the handicapped parking and handicapped walkways; he advised that he will obtain pricing for converting the sidewalk to handicapped. Mr. Schappacher advised that he will be meeting with golf course representatives related to wetland drainage concerns and a possible blockage.

Mr. Lusty inquired as to an estimated time line for approval of permitting for the pickleball. Mr. Schappacher advised that he does not have a timeline at this time.

NINTH ORDER OF BUSINESS **Discussion and Consideration of a Dog Park**

Mr. Lusty reviewed the background to the dog park; he advised that if this project is done at the same time as the pickleball courts it would save money. He made a motion to move forward with the construction of the dog park and pickleball courts simultaneously, for the dog park not to exceed $25,000.00, and anticipate $3,500.00 per year maintenance. Mr. Bracco seconded the motion. Mr. Bracco advised that he is in favor of moving forward with a modest fee. Discussion ensued regarding water and landscaping. Mr. Lusty amended his motion for the dog park to not exceed $40,000.00. Mr. Bracco seconded the amended motion. Mr. Schappacher advised that he is hopeful that the landscaping is not necessary. Discussion ensued regarding charging a user fee for use of the dog park. Mr. Cohen reminded the Board that should they elect to impose a user fee then a public hearing will be required. Mr. Kleinglass asked if there was a committee for the dog park. Mr. Lusty confirmed there was not although a petition was submitted March 23, 2015 which contained

297 signatures. Mr. Kleinglass advised that he is not in favor of building under the power lines and the sentiment of the community is less than 50%, he advised that a huge mistake is being made when building under the power lines. When called to a vote there were two in favor with Mr. Kleinglass, Mr. McCafferty, and Mr. Bracco opposed, the motion failed. Mr. Bracco made a motion to move forward with the dog park in the location as discussed, in an amount not to exceed $40,000.00, contingent upon an annual fee to be imposed. The motion was seconded by Mr. Lusty. Mr. Bracco advised that the fee would be modest and imposed annually on those who use the dog park. Mr. McCafferty advised that records on the dog would need to be on file for safety concerns. Discussion ensued regarding the need for internet in order to read the cards. Discussion ensued regarding maintenance of the dog park.

On a Motion by Mr. Bracco, seconded by Mr. Lusty, with four in favor and Mr. Kleinglass opposed, the Board Approved Construction of the Dog Park, Simultaneously with the Pickleball Courts, In the Location Discussed, in an Amount Not to Exceed $40,000.00, Contingent Upon an Annual Fee to Be Imposed to Users, for the Venetian Community Development District.

Natasha Dhanpat and Kaitlyn Gallant of Rizzetta & Company joined the meeting in progress.

TENTH ORDER OF BUSINESS **Discussion Regarding River Club Management**

Mr. Lusty discussed the disconnect between the financial statements from ICON and from Rizzetta; he pointed out an example in the current agenda package. Ms. Bialy advised that the Rizzetta financials are a total of the River Club and the CDD whereas the ICON financials are for only the River Club. Mr. Bower advised that the ICON financials should be looked at as a department of the Venetian. Ms. Bialy advised that the balance sheet from Rizzetta is a combined balance sheet and should be considered the "accurate" balance sheet. Mr. Bower advised that the River Club balance sheet is provided so that the Rizzetta financials can be complete. Mr. Lusty agreed that the River Club balance sheet should not be included in the agenda packages.

Ms. Blandon asked if there were any questions related to the financials for September. Mr. Lusty advised that Ms. Payton should be able to answer questions related to the financials.

Mr. Lusty inquired as to what services are being provided by ICON for the $72,000.00 per year contract. He advised that the $45,000.00 quote from ADP for payroll services includes workers comp, unemployment insurance, etc. He advised that a quote needs to be obtained for just payroll processing. Ms. Payton advised that ICON pays Continuum HR company $45,000.00 which includes payroll, HR, workers comp, processing of new employees. Ms. Payton spoke regarding the support received from ICON that would not be provided by ADP. Mr. Cohen advised that the contract for River Club management does provide a 60-day termination clause. Ms. Bialy spoke regarding the process that the Board went through when they hired a management company. Mr. Bower spoke in detail regarding what ICON management does for the River Club; operating the River Club, not having the liability of having employees, the liability of running the Club. He advised that revenue under ICON has gone up whereas dues have

not. Mr. Bower spoke regarding ICON's process in hiring employees and the back up and support provided to the Club through ICON; he spoke regarding the contracts held by ICON that assist the River Club in savings with items. He advised that the River Club employees are specific to the River Club and are separate from Vision and now ICON and therefore have a completely separate benefits package as requested by Venetian. Mr. Bower advised that ICON has Venetian River Club set up as its own corporation with approximately 40 employees. Mr. Lusty asked Mr. Bower to look into a simple IRA versus a 401k. Mr. McCafferty inquired regarding the difference between ICON and Vision. Mr. Lusty advised that Vision was previous company and they have merged with ICON. Mr. Cohen advised that the CDD's contract is with Vision and ICON purchased Vision; he advised that the contract was not changed. Mr. Lusty asked to have the information related to the retirement plan by December. Mr. Bower confirmed that he will have the retirement plan information in December; he further reviewed the benefits package. Mr. Bracco asked if the employees have a non-compete cause. Mr. Bower advised that employees do not have a non-compete. Discussion ensued regarding the savings realized by the River Club through contracts held by ICON. Mr. Lusty advised that he would like to see more of what ICON support does as he does not see a lot of ICON management until he asks. The Board thanked Mr. Bower and Ms. Bialy for their attendance at today's meeting.

The Board took a brief recess and was back on the record at 12:45 p.m.

ELEVENTH ORDER OF BUSINESS **Consideration of the Minutes of the Board of Supervisors' Meeting held on October 14, 2019**

Ms. Blandon presented the minutes of the Board of Supervisors' meeting held on October 14, 2019 and asked if there were any additions, deletions, or corrections to the minutes. There were none.

On a Motion by Mr. Kleinglass, seconded by Mr. Lusty, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on October 14, 2019, for the Venetian Community Development District.

TWELFTH ORDER OF BUSINESS **Consideration of the Operations and Maintenance Expenditures for the Month of September 2019**

Ms. Blandon presented the Operations and Maintenance Expenditures for the period of September 1-30, 2019 advising that the expenditures totaled $239,272.44. She asked if there were any questions regarding any item of expenditure. Mr. Lusty inquired regarding the invoice for Traffic Hawk repairs and asked if the Traffic Hawk is under warranty. Ms. Blandon advised that the Traffic Hawk is not under warranty.

On a Motion by Mr. Bracco, seconded by Ms. Lentile, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of September 2019, totaling $239,272.44, for the Venetian Community Development District.

THIRTEENTH ORDER OF BUSINESS **Review of September 2019 Financials**

Ms. Blandon asked if there were any questions related to the financials. Mr. Lusty inquired as to why invoices are outstanding for so long. Ms. Blandon advised that she will check with Ms. Dhanpat regarding outstanding invoices.

FOURTEENTH ORDER OF BUSINESS **Acceptance of Consent Items**

Ms. Blandon advised that the only consent item on the agenda is acceptance of the Recreational Advisory Committee meeting minutes of September 9, 2019. She asked if there were any questions. There were none.

On a Motion by Ms. Lentile, seconded by Mr. Lusty, with all in favor, the Board Accepted the Consent Items, for the Venetian Community Development District.

FIFTEENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel
Mr. Cohen advised that he had no further report.

B. River Club
Ms. Payton advised that the Community Association donated a bike rack to the River Club; she thanked the Community Association for the donation and advised the rack will be placed at the tennis courts. Ms. Payton advised that Mr. Sandomenico has added clay to the courts and will soon bring in a scissor lift to check the lights. She advised that motion activated solar lights have been placed at the pool area; she advised that rope lighting will be added to the medjool palms to be left on all year long. She advised that all three of the air conditioners have been installed; she advised that the 12-ton unit is going to be replaced by a 10-ton unit as the handler is only 10-ton. Ms. Payton reviewed the fire inspection recently completed. She advised that a new maintenance technician has been hired in hopes of reducing the repairs and maintenance expenditures. Mr. Lusty inquired as to the status of the pressure balancing of the River Club. Ms. Payton advised that in the kitchen ceiling there are supposed to be 14-inch ducts and currently there are 10-inch ducts; she advised that once the duct size issue is remediated the balancing will be completed. Discussion ensued related to cost of goods sold.

C. Field Manager
Mr. Livermore advised that last week an inspection was conducted on the ponds and they are in good shape. He reviewed rules related to maintenance of the wetlands and removal of dead material. Mr. Livermore advised that regarding the mailbox project; painting is beginning and sand

blasting of the sign posts is underway. He advised that they are working on the logistics of the entire project. Mr. Livermore advised that the mulch project has been delayed due to a traffic accident that morning. Ms. Blandon recommended mulching the monuments last as the Board has just approved a proposal for plantings at the monuments. Mr. Livermore advised that the entry landscape project will begin on November 4th with paving work to commence immediately after completion. Mr. Lusty thanked Mr. Livermore for his timely responses and professionalism.

D. District Manager

Ms. Blandon advised that the next regular meeting of the Board of Supervisors' is scheduled for Monday, November 11, 2019 at 9:30 a.m. She provided an update on the ADA website; she has received the link and the barebones site should go live on November 15th. Ms. Blandon advised that at the November 11th meeting she will discuss with the Board documents to be placed on the website as content will determine the pricing. Ms. Blandon advised that EGIS has advised her that currently the District has liquor liability and so selling bottles of wine should not be an issue. Mr. Lusty inquired regarding the status of the POS systems. Ms. Payton advised they are in process. Mr. Lusty advised that he would like the POS system completed before Thanksgiving. Ms. Payton confirmed that written notice was provided to Entech. Mr. McCafferty inquired as to amending the budget for the Pickleball Courts and Dog Park. Ms. Blandon advised that a budget amendment will be completed.

Mr. Lusty advised that he will be working on the next newsletter and asked that everyone provide comments to Ms. Blandon so that the newsletter can be published timely.

Mr. Bracco inquired as to the value in devoting a section of the newsletter to the possibilities related to the future of the golf course. Mr. Lusty advised that he can add that information; he further advised that he would like to put information related to the pool pavilion in the newsletter prior to the meetings devoted to the subject. Mr. McCafferty recommended waiting on the information related to the golf course until after the discussions are held related to the pool pavilion. Ms. Payton confirmed that the dates for the pool pavilion meetings are on the River Club calendar.

SIXTEENTH ORDER OF BUSINESS **Supervisors Requests and Comments**

Ms. Blandon opened the floor to Supervisor requests and comments.

Mr. Bracco provided an update related to the hydraulic fluid spills; the City has declined the offer and offered $25,000.00 as a last a final offer. He advised that the feeling by all involved was to move forward and the next step is to meet with City Council; he further advised that Ms. Petruff has recommended hiring a litigator as she is not one. Mr. Bracco advised that costs so far are roughly what the City has offered. Mr. Kleinglass asked to have a meeting where he can be provided background related to the issue before the City Council meeting. Mr. Cohen addressed Sunshine issues related to such a

Exhibit 7

Venetian Community Development District

July 13, 2020

Minutes of Meeting

Minutes of City Council order of Public Meeting

July 13 2020

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on **Monday, July 13, 2020 at 9:35 a.m.** held virtually via Zoom pursuant to Executive Orders 20-52, 20-69, 20-112, 20-114, and 20-150 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 8, 2020 and June 23, 2020 respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum were:

Richard Bracco	**Board Supervisor, Chairman**
Susie Lentile	**Board Supervisor, Vice Chair**
David Lusty	**Board Supervisor, Assistant Secretary**
Richard McCafferty	**Board Supervisor, Assistant Secretary**
Steve Kleinglass	**Board Supervisor, Assistant Secretary**

Also present were:

Belinda Blandon	**District Manager, Rizzetta & Company, Inc.**
David Jackson	**District Counsel, Persson, Cohen & Mooney, P.A.**
Rick Schappacher	**District Engineer, Schappacher Engineering**
Denise Payton	**General Manager, River Club**
Keith Livermore	**Field Manager, Venetian CDD**
Audience	

FIRST ORDER OF BUSINESS **Call to Order**

Ms. Blandon called the meeting to order and conducted the roll call.

SECOND ORDER OF BUSINESS **Pickleball/Dog Park – Public Workshop**

Ms. Blandon reviewed the names of residents who have submitted emails to the Board related to the pickleball courts and dog park. Mr. Schappacher reviewed the plans and history related to the design and permitting for the pickleball courts and dog park. He advised that the CDD has authorized him to prepare plans for the permitting process only; he advised that the Pickleball and Dog Park Committees have made recommendations to the Board to consider the implementation of the amenities. He advised there has not been authorization given to build anything at this time, but only to go through the permitting process, he advised that money has been allocated but no approvals have been given to date. Mr. Schappacher advised that he reached out to FPL because the proposed amenities are within the FPL easement although the property is owned by the CDD; he advised that FPL has specific requirements and those requirements have been met and FPL has approved the construction of the pickleball courts and dog park. Mr. Schappacher advised

that a permit is required from SWFWMD and we are very close to getting that permit; he advised that the City is requiring that the District have those two permits in hand before the City will grant a permit, he advised that the City has further required this Public Workshop prior to a permit being issued. Mr. Schappacher advised that the CDD Board has had several meetings and discussions regarding the amenities although a formal Public Workshop has not been held; he advised that a notice was required to be sent to anyone living within 250 feet of the parcel being considered for the amenities. He advised that FPL has required that the amenities be at least 75 feet away from the power lines and so the dog park is south of the poles and the pickleball courts are north of the poles. Mr. Schappacher advised that the current plan is for four pickleball courts, pushed as far away from residents as possible and the District will place as much screening as possible with a mesh to hide the area and also provide a sound barrier, he advised that landscaping is planned for the area although no trees over fourteen feet tall may be planted; he advised that at this time the Board has not authorized any lighting for the amenities although conduits are part of the plan in case lighting is wanted in the future. He reviewed the site plans and maps that are contained within the agenda package. Mr. Lusty advised that there was not a Dog Park Committee, only a Pickleball Committee. This item was opened for public input.

Mr. Pirrotti stated his opinion that the proposed Right of Way Agreement with FPL is illegal and void as a matter of law and would possibly subject the CDD as well as the residents to not only compensatory but punitive damages. He raised concerns about possible electrocution because of the proximity of the wires, the CDD being named as a "licensee" in the agreement, and FPL's ability to terminate the Right of Way Agreement with 30 days notice requiring the CDD to remove all improvements. He also raised concerns about possible lighting for the project and assignment of rights under the FPL Agreement.

Ms. Cardona advised that she was originally opposed to the amenities in this particular location because of the negative impact on the noise and for the views for herself and her neighbors; she also raised concerns about high voltage and electrical wires and FPL's ability to terminate the Right of Way agreement forcing the CDD to remove the entire project. Ms. Cardona asked of the budgeted costs of approximately $180,000.00, how much is allocated to the landscaping along the pond to block the noise and the view and timing for planting the landscaping so it could grow before the project is completed. Mr. Schappacher advised that he did not have that document in front of him that would show the budgeted amounts, he advised that the Pickleball Committee has done a very extensive cost analysis and he is not sure what the plan was for the landscaping and as far as the installation he would think that as soon as the permits are received we could begin to implement that right away so that it could be given the time to grow. Mr. Schappacher advised that some plantings would not make sense to do right away because it would be in the way of the installation of the courts. Ms. Lentile advised that she is part of the Pickleball Committee and that is one of the greatest concerns, is to make sure that noise and aesthetics are taken into consideration. Ms. Lentile advised that she believes the budget for plantings is around $33,000.00 and that is definitely being taken into consideration.

Ms. Pozarek raised concerns about noise and the need for noise abatement for the pickleball courts. Mr. Lusty advised that the Board did conduct a noise test and ran decibel ratings on the pickleball off the pavement next to the tennis courts and the sound was less than the tennis without any barriers and so that has been taken into consideration. He further advised that the landscape provided would certainly muffle the sounds. Ms. Lentile added

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that not all pickleball courts have sound abatement and the CDD's will have sound abatement because the Board wants to take special consideration for the residents and doing its due diligence. She also advised that if lights are not put in, pickleball will probably have to stop as it gets dark so that's going to eliminate if people are sitting on their lanais, having people for dinner, or just want a quiet evening, pickleball will not interfere with that.

Mr. Saro advised that he did send an email with his concerns and issues to the entire Board and the he thanked the three Supervisors who took the time and effort to respond, he advised that he appreciates it and appreciates the answers as he knows that their jobs are tough.

Mr. Bender asked if there has been any research done to place the pickleball courts somewhere else as most that he had visited have been away from homes; he further advised that his concern is not being close enough to bathrooms and that the addition of bathrooms could be very expensive if it becomes a requirement. Mr. Lusty advised that unfortunately, the Board did look at the site plans and this is the only location currently available which the CDD owns and controls which would allow the construction of the amenities, so there is no other place, he advised that Supervisor Kleinglass has expressed reservations about the location due to the FPL lines although he has done significant research on the electro-magnetic fields and OSHA says that you need to stay at least ten feet away from the lines. These lines are suspended in the air hundreds of feet and since the development has been built for seventeen years there have been numerous people who have used this area to walk their dogs and there has never been an issue. Also, in 2002 the International Agency for Research on Cancer did not find electro-magnetic fields or powerlines to be classifiable to be a carcinogenic and so there is research that shows that is not an issue. Mr. Lusty advised that as far as bathrooms go, Mr. Bender makes a valid point, there will not be restroom facilities at this location and so folks will have to go to their homes or go to the River Club or wait as there are not funds to construct restroom facilities as it would be significant. He advised that he does not believe that they are required or Mr. Schappacher would have discovered that by now and he is not sure that they can retroactively go back and require bathrooms, but it is a valid point.

Mr. Kleinglass advised that he has been very consistent in voting no for this proposal as there are lots of issues about the electro-magnetic field under a power line and he thinks that as a community, it doesn't look aesthetically right to be building pickleball courts and a dog park under a power line, he submits that at some point something will happen with the Welcome Center area and that may be an opportunity or there are perhaps other opportunities elsewhere such as around the tennis courts that currently exist. He also stated he is in favor of a pickleball amenity and has feelings about the dog park but he just doesn't think this is the right location.

Mr. Booker also raised concerns about the agreement with the FPL. He advised that the District needs some sort of legal memo as to the benefits or the limitations that this community is getting or possibly renegotiate as he is quite concerned that they have the right to ask us to vacate with thirty day verbal notice. Mr. Jackson advised that he spoke with Mr. Cohen and Mr. Cohen has gone over the right of way consent agreement with the Board in great detail a few times and it has been fully vetted, he advised that the firm has pointed out the concerns that have been pointed out by other speakers, the admittedly one-sided provisions that you get with an agreement with Florida Power & Light and they have

fully negotiated the agreement and that it is up to the Board if they want to move forward with it. He confirmed that FPL can make the District remove the amenities with thirty days' notice; liability was fully addressed, yes it is a concern, but it has been addressed with the District's insurance company and some of the language in the agreement came directly from the District's insurance company. Mr. Jackson advised that the issue of being labeled as a licensee is not seen as an issue at all as there is no prohibition on that in Chapter 190 of the Florida Statutes, which provides for the District to sell and receive property and enter into easements and the activity is occurring on District property. He advised that there is nothing illegal or wrong with the assignment provision in the agreement. Mr. Jackson advised that if the Board would like that information in a memo his firm can do so. Mr. Lusty advised that having that in writing would be a great idea. Mr. Booker advised that it is a great idea as it is the responsibility of Counsel to protect the Board when it makes an action of this nature, it is due diligence.

Mr. Bracco advised that the issue with the thirty-day notice has been discussed and though the likelihood doesn't seem to be a major issue, it is there, and that is something that needs to be discussed more at some point. He advised that the location is certainly an issue as there is not a lot of District property to accommodate the amenities. He advised that he was in favor of keeping it close to the River Club and maybe alternative locations should be researched. Mr. Kleinglass advised that he would like to be involved in that kind of dialogue with the appropriate people. Mr. Bracco advised that he has previously asked Lennar if they would like to build pickleball courts and include that in the amenity of the golf club and they were not interested in doing that, he advised that he then asked if they would give or sell the District a part of the golf club parking lot to be used for pickleball and they were not interested in that either. He further stated that could be a good location because it is close to bathrooms and not under the power lines, so maybe the Board could contemplate other possible locations. Mr. Kleinglass advised that he was not willing to give up on the Welcome Center; he advised that he would like to see the pickleball, community gardens, and other activities that may be amenable to the area. Mr. Lusty advised that the purchase cost of the Welcome Center is over one million dollars, another million dollars to renovate it, and then ongoing operating costs of several hundred thousand dollars a year and after the discussions regarding the tiki bar, the community will not support that kind of an expenditure. He advised that the Board has gone down this road and is has been an ongoing issue for over three years and there is no other place to put it and it dismays him that the Board makes decisions and makes a plan, votes on it, approves it, and then a few NIMBYs come out of the wood work and then we change the plans; he advised the Board is completely inconsistent with this kind of stuff and it troubles him as there are way more people that are interested than those who are against it and no new amenities have been added in seventeen years, and new construction all around the Venetian has these amenities, and this will keep property values up and if you kick the can down the road it's not going to get done and at some point you have to make a decision and stick with it. Mr. Lusty advised that based on input from Counsel that there is no issue with licensing, no issue with insurance as it has all been vetted, though he would like a provision that it cannot be revoked though he doesn't think FPL will ever go for it because if they need to move a transmission line then they are going to move a transmission line but if they were to do that, the transmission lines are hundreds of millions of dollars in capital expenditure and they won't be doing that any time soon. Mr. Schappacher advised that it is his understanding that would be deal breaker. Mr. Lusty advised that it is a risk that would have to be assumed and the risk based on advice from Counsel is extremely low; he advised that it is possible but not probable. Mr. Lusty advised

that he is dismayed as four Board members voted for this, and now we are looking at backing off after it is in the budget, it is funded, we've been working on it for three years and it is troubling. Mr. Bracco advised that he hears Mr. Lusty although he may be misunderstanding; he advised that his only concern is the thirty-day notice thing and if the Board thinks they can live with that, it needs to be considered.

A resident advised that they took offense to the "NIMBY" comment as this amenity is in his back yard and he is not opposed to it and he doesn't think Mr. Pirrotti is opposed to it either but we need to make sure that in the future the lighting is not "shoved down their throats" as it comes in the windows. He asked Mr. Lusty if he was in agreement regarding the lighting issue. Mr. Lusty advised that he believes that the courts should be lit but he agreed in compromise to not installing lights but he did ask that conduits be included so that lighting could be added at a later time; he advised that he is aware of the issue but if it is landscaped appropriately it can be done in a very tasteful manner that would not create light pollution. The resident advised that while "NIMBY" is "not in my back yard," this is his back yard and he would love to see more amenities, including the pickleball courts and dog park so please don't mistake the concerns about safety and lighting and such to be opposition. Mr. Lusty advised that several emails received were in opposition. He advised that there is no other place to put the amenity as they attempted using the River Club parking lot but it was not feasible and this is the only piece of property available. Mr. Lusty advised that even if the Welcome Center were to be given to the District, he is not sure he would vote to take it because of the cost of renovation and operation. Mr. Kleinglass advised that his comments to the Welcome Center are to knock it down and use that land for other amenities. Mr. Lusty advised that he understands but the cost of doing that is way more than the anticipated costs of this amenity; and he is disturbed that people will not be able to use this amenity after 5:00 p.m. during season and that is what is happening but he compromised to move the ball forward, and people will be dismayed that tennis players can play until 10:00 p.m. but pickleball will have to end at 5:00 p.m. to 5:30 p.m. but he compromised in order to reach an agreement. Mr. Bracco advised that he is not changing his vote, he advised that he supports the amenity and he will continue with that; however, he has read all of the emails that came in and he has responded to those emails and for the vast majority of those who commented, the major issues are the possible noise pollution issue, and there are plans to abate that concern. He also expressed that he is comfortable with the fact that FPL is not going to force the District to move the amenity, it does weigh on his mind, but he believes the Board has done a good job of looking at all aspects of this project and it has been dealt with for a few years.

Ms. Pearlman advised that she did not send an email but she does have some concerns. She advised that she is in favor of the pickleball but she has concerns related to the location. She advised that she is happy to hear about the landscape buffering but this is a residential area and she inquired as to the location of parking as traffic will increase on Pesaro. Mr. Lusty advised that a parking lot is included in the design. Ms. Pearlman advised that she is concerned about the diminished value of their homes and she is now concerned about the legality that were raised by Mr. Pirrotti and Mr. Booker. Ms. Pearlman advised that she does not support the dog park and most veterinarians do not support a dog park for health reasons and she does not want to pay for the maintenance of the dog park.

Mr. Pirrotti advised that the agreement says the time tied to the use of the lands by the licensee shall be at the sole risk and expense of the licensee and that FPL is specifically

relieved of any responsibility for damages or loss to licensee or other persons resulting from FPL's use of the land for its purposes and paragraph talks about electrocution.

Mr. Foster advised that this public hearing is required by the City of Venice and asked if any commissioners of the City of Venice are present. The Board advised they did not think so. Mr. Foster advised of his concern related to parking; he sees eleven parking spaces including one handicap space and he is not sure that is adequate. He advised that four courts are shown and everyone is having a doubles tournament at sixteen people it could be twelve vehicles and then assume five vehicles at the dog park that is seventeen vehicles for the eleven parking spaces. He asked where the overflow parking is located and advised he is concerned that the overflow will be on Pesaro Drive. Mr. Schappacher advised that the City has advised that the District will need to provide the minutes of the meeting to the City and the District is taking minutes to be provided to the City with all of the public comments. Mr. Schappacher advised that the size of the parking lot is to minimize the cost of the project; he further advised that the access going through the FPL easement is all stabilized material and his thoughts are that if there are excess vehicles they can pull off along the access roadway as it is all stabilized. Mr. Foster advised that the area is not wide enough for two vehicles and so he asked if people will park in the swale. Mr. Schappacher advised that the swale is a very minor swale and most of the time that is all dry so if it is raining out, they won't be out playing pickleball. Mr. Foster advised that the swale to the west is actually a pretty significant drop. Mr. Schappacher advised that is correct however, he looked at that and it does appear that there can be some parallel spots along there or further back. Mr. Foster asked if the City had minimum requirements for these types of facilities. Mr. Schappacher advised that is part of the permitting and he will need to show the adequacy and so that will be part of the permitting through the City.

Ms. Blache read a statement regarding health concerns about electro-magnetic fields by EPRI (Electrical Power Research Institute). EPRI studies show that the people who are at most risk are older folks, and children, and so that's our concern. She advised also what Mr. Pirrotti said, that really makes us concerned as well adding to this no restrooms, I think it is pretty evident that when people are playing a game and need to use a restroom, there may be an intense need quickly and unfortunately that is not a good thing not having restrooms in that area and everything else that has been brought up we are concerned with too; parking lot, dog park. She advised they appreciate everybody's work but those are their concerns and they will follow up with another email.

Ms. Saro thanked the Board members for their past work, present, and future work they do as at times it is thankless. She further thanked her very astute neighbors in the community for bringing out concerns; legal, safety, all of these issues, they really made her proud to know that such wonderful people live here and are so concerned about the future of the community, so she is glad and heartened that the Board will perhaps look into some of these such as a different venue. She further spoke about Pesaro Drive as the first look you get at homes in this community and the Welcome Center is in disrepair, the golf club is beautiful, but you go a little further then you see the maintenance area, that is really an eyesore. She advised she walks by there every day and she knows everything that's in there; the piles of pallets, the rock the dirt, the stuff thrown around, piles and piles of tires, she can see all this and she shouldn't be able to see it because it should be camouflaged. She advised she has no problems with the dog park or pickleball, however, she is again heartened that some Board members are thinking maybe we should consider other options.

She stated there is a reason nothing has been built under those power lines, it's common sense. She is concerned about the safety and the legal concerns and the lighting. She believes if the conduit is laid, it is going to be utilized.

Mr. Pirrotti addressed Mr. Lusty; he thanked him for his comments on the rule of probability but apologies that Mr. Lusty did not read his own agreement. He advised that paragraph eight states that the licensee, which is the CDD, agrees to warn its employees, agent, contractors, and invitees of the fact that the electrical facilities to be installed involve high voltage electricity. He asked if this is improbable then why did you obligate it on behalf of the CDD, to warn people that they could be electrocuted. He advised that paragraph ten, the CDD agrees that the use of the land by licensee shall be at the sole risk and expense of licensee and FPL is relieved of any responsibility for damage or loss to life or other persons resulting from FPL's use of lands for its purposes, in other words any person could be electrocuted, any person could be hurt and all we can look to is the CDD. Mr. Lusty advised that he did read the agreement and he inquired about it to Counsel who went to the insurance company to negotiate language. Discussion ensued between Mr. Lusty and Mr. Pirotti regarding the CDD's insurance coverage and potential liability if someone were to be electrocuted by the wires in the FPL easement.

Ms. Blandon asked Mr. Schappacher if there is anything else that needs to be done as a part of this workshop; does the Board have any comments on some of the speakers today and the concerns that have been raised. Mr. Schappacher advised that one of the residents, Mr. Kissinger had not been called upon to speak. Ms. Blandon advised that she does not see that Mr. Kissinger is still on the call. Mr. Schappacher advised that the lights in the agreement for FPL is standard language that states, "if there are any lights, they would top out at 14 foot.". Ms. Blandon asked the Board if there were any comments to any of the speakers' concerns that were raised. Mr. Bracco thanked the participants that called in with their concerns and it seems that lighting is an overriding issue and that the Board can reconsider putting in the wiring and that would maybe solve some of the concerns that the people have. Mr. McCafferty advised that Mr. Lusty was correct when he stated that they disagreed to the lights at the beginning of the process and he doesn't see why the conduits are being put in if there are not going to be lights and so he agrees with the suggestion to not install the conduits as it seems like an unnecessary expense at this point. Mr. McCafferty advised that the Pickleball Committee spent over a year looking at various other sites in the community and Mr. Kleinglass has been consistent all the way through that this location was not the best, but the Pickleball Committee in their best efforts could not come up with another location, so at this point the Board needs to move forward. Mr. Bracco advised that he is not changing his vote on the issue, he thinks the Board can reevaluate whether to install conduit and if it will make the community feel better, it is not an expense that has to be there, then the conduit can be removed from the proposal.

The Public Workshop concluded at 11:01 a.m.

The Board took a recess at 11:01 a.m. and was back on the record at 11:08 a.m.

THIRD ORDER OF BUSINESS **Public Comment**

Ms. Blandon called on each member of the public virtually attending for comment.

Mr. Bracco recommended that everyone mute their microphones during the breaks.

Ms. Cardona advised that it has become clear to her that it does not make sense to put in the electrical conduit for the pickleball courts. She further advised that the issue of inadequate parking needs to be addressed. Ms. Cardona advised that the issues around legal liability are still a huge concern and the issues that Mr. Pirrotti brought up have not been fully addressed and she would like to have assurances that they will be fully addressed. She advised that a resident brought up issues about electrical danger and the studies that show a reason for concern. Ms. Cardona stated that the concerns that she's heard today are much more than NIMBY concerns and the vast majority of concerns have gone beyond personal disruptions; and ninety percent of the issues brought up are for the common good.

Ms. Pozarek asked that Mr. Bracco provide information related to the Audit Committee when it comes to that agenda item.

Ms. Pearlman suggested that in terms of parking, if going ahead with this location, the dog park be eliminated in order to accommodate a larger parking area.

Mr. Pirrotti thanked Mr. Lusty for his comments but stated that he hopes that Mr. Lusty will agree that he will advise the people who are going to play on these courts that they could be electrocuted; if he says it is not a problem then he will agree that he has a duty to warn players that they could be electrocuted.

Ms. Tappat advised that her understanding is that the dog park and pickleball courts have been approved and this is just a public hearing on items that need clarification. She advised that the Committee did thorough research on the project location and some people may drive golf carts, small cars, or something and so that is not a big problem; and she does not understand the electrocuting problem at all as there is a lot of literature related to electro-magnetic fields and she recommended that others conduct the research. She thanked the Board for their hard work.

Mr. Lands addressed the Board regarding the tennis survey; he advised that a fitness survey was conducted in 2017 which included tennis, he advised that approximately 450 respondents participated in the 2017 survey. He advised that the 2017 survey and the survey that the Recreational Advisory Committee is proposing are going to a vendor that does not do variable correlation analysis and so there is only one profile of individual completing the survey and that profile is a Venetian Resident. Mr. Lands advised that he has requested to speak with the vendor who will conduct the survey and the sole reason that he would like to do that is to solve the problem of not having any correlation data. He provided examples of correlation data that he believes would make the results of the survey more pointed and make better use of the data obtained in the survey. Mr. Lands further advised that he would like to be able to review the raw data from the survey.

Ms. Rector addressed the Board regarding her service on the Recreational Advisory Committee related to the amount of time spent on tennis rather than other recreational activities. She advised that the tennis folks have been very negative and she does not feel it is appropriate for the Committee to try to solve issues that should not be the responsibility of the Committee such as personnel and contracts issues. Ms. Rector asked for guidance

as to how the Committees are supposed to behave and asked that someone advise of the scope of the Committee.

Mr. Chorba addressed the Board regarding creating facilities for use by children. He further advised that he would like information related to the Audit Committee.

Ms. Blandon stated for the record that all virtual attendees have been called on for public comment. ← No Vote Taken

FOURTH ORDER OF BUSINESS **Consideration of Irrigation Station Bid Analysis and Recommendations**

Mr. Schappacher provided background to the irrigation system and bids received for the work in completing the upgrades to the system. He reviewed the summary as prepared by Mr. Jasper and recommended that the Board accept option #3 at a cost of $359,689.51.

Mr. Jasper advised that the recommendation was sent to the Board as part of the agenda and asked if there were any questions. Mr. Bracco asked Mr. Jasper to confirm that the amount of the recommended option #3 is $360,000.00. Mr. Jasper confirmed.

Mr. Lusty advised that the reserve study allocates $218,578.00 for replacement of this item and the recommended amount is $359,690.00 or $141,112.00 over the reserve allocation amount. He advised that while it is too late to address low estimates in the next budget cycle, this issue must be addressed in a future budget.

Mr. Bracco advised that the Board did discuss at a previous meeting that the reserve study needs further review to add money in the future and he supports that the future Board do the necessary review.

Mr. Kleinglass inquired as to the life expectancy of the system. Mr. Jasper reviewed the warranties provided in the bids; there is a two-year warranty on the overall system for the variable drives and electrical system has a six-year warranty; however, the life expectancy is much longer. Mr. Jasper advised that the current system, which is a submersible system, has lasted seventeen years and the new system is not submersible and is designed to last much longer than the existing system; he further advised that the changes made will extend the useful life.

Mr. Schappacher advised that the EBV valves will help tremendously in reducing future repairs.

Mr. Lusty advised that per the reserve study, the original pumps were scheduled to last eighteen years and they lasted seventeen years and so this new system would be expected to last an additional eighteen years.

Mr. Bracco inquired as to a cover for the new pumps. Mr. Jasper recommended that the Board look into a sun shade for the system as the vendors have advised that sun is the issue.

D. District Manager
Ms. Blandon advised that the next regular meeting of the Board of Supervisors' is scheduled for Monday, July 27, 2020 at 9:30 a.m.

Mr. Lusty advised that there are nine items on the field inspection report that need to be followed up on. Mr. Livermore advised that LMP is working on the follow up items.

Ms. Blandon advised that the financial statement will be reviewed at the next meeting and so when they are emailed to the Board in advance of the meeting Supervisors should send her an email with any questions they may have.

TWENTY-FIRST ORDER OF BUSINESS Adjournment

Ms. Blandon advised there is no further business to be conducted and asked for a motion to adjourn.

On a Motion by Mr. McCafferty, seconded by Ms. Lentile, with all in favor, the Board adjourned the meeting at 1:40 p.m., for the Venetian Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Exhibit 8

Florida Statutes and Constitution

190.006 Board of supervisors; members and meetings.—

(1) The board of the district shall exercise the powers granted to the district pursuant to this act. The board shall consist of five members; except as otherwise provided herein, each member shall hold office for a term of 2 years or 4 years, as provided in this section, and until a successor is chosen and qualifies. The members of the board must be residents of the state and citizens of the United States.

(2)(a) Within 90 days following the effective date of the rule or ordinance establishing the district, there shall be held a meeting of the landowners of the district for the purpose of electing five supervisors for the district. Notice of the landowners' meeting shall be published once a week for 2 consecutive weeks in a newspaper which is in general circulation in the area of the district, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election. The landowners, when assembled at such meeting, shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

(b) At such meeting, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the district for each person to be elected. A landowner may vote in person or by proxy in writing. Each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy need not be notarized. A fraction of an acre shall be treated as 1 acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. The two candidates receiving the highest number of votes shall be elected for a period of 4 years, and the three candidates receiving the next

office for the terms for which they were elected or appointed and until their successors are chosen and qualified. If, during the term of office, a vacancy occurs, the remaining members of the board shall fill the vacancy by an appointment for the remainder of the unexpired term.

Vote Required

(5) A majority of the members of the board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the district shall be upon a vote of a majority of the members present unless general law or a rule of the district requires a greater number.

(6) As soon as practicable after each election or appointment, the board shall organize by electing one of its members as chair and by electing a secretary, who need not be a member of the board, and such other officers as the board may deem necessary.

(7) The board shall keep a permanent record book entitled "Record of Proceedings of (name of district) Community Development District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. The record book shall at reasonable times be opened to inspection in the same manner as state, county, and municipal records pursuant to chapter 119. The record book shall be kept at the office or other regular place of business maintained by the board in the county or municipality in which the district is located or within the boundaries of a development of regional impact or Florida Quality Development, or combination of a development of regional impact and Florida Quality Development, which includes the district.

(8) Each supervisor shall be entitled to receive for his or her services an amount not to exceed $200 per meeting of the board of supervisors, not to exceed $4,800 per year per supervisor, or an amount established by the electors at referendum. In addition, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061.

(9) All meetings of the board shall be open to the public and governed by the provisions of chapter 286.

History.—s. 2, ch. 80-407; s. 6, ch. 84-360; s. 23, ch. 85-80; s. 3, ch. 91-308; s. 962, ch. 95-147; s. 36, ch. 99-378; s. 19, ch. 2000-158; s. 35, ch. 2004-345; s. 32, ch. 2004-353; s. 3, ch. 2007-160; s. 33, ch. 2008-95; s. 2, ch. 2009-142.

Exhibit 9

July 23, 2020

FPL & VCDD Signed Agreement

Structure No.: 127Y8, 182Y3
Section, Township, Range: 26-38-19
Easement No.: w005f0010

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as **"Company"**, hereby consents to VENETIAN COMMUNITY DEVELOPMENT DISTRICT whose mailing address is 9530 Marketplace Road, Suite 206, Fort Myers, FL, 33912 hereafter referred to as **"Licensee"**, using an area within Company's right-of-way granted by that certain agreement recorded in OR Book 866, Page 973, Public Records of Sarasota County, Florida. The said area within the Company's right-of- way, hereinafter referred to as **"Lands"**, is more particularly described on **Exhibit "A"** attached hereto. The use of Lands by Licensee shall be solely for the purpose of a pickleball courts and a dog park with associated sidewalk and parking as shown on the plans and specifications submitted by Licensee, attached hereto as **Exhibit "B"**.

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal , Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across

to Licensee with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Licensee of any liability hereunder. Further, Licensee, in connection with the construction, maintenance and/or removal of improvements depicted on **Exhibit "B"** to the Agreement, agrees to observe and fully comply with all construction, operation and maintenance standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electric Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, **directives or interpretations.**

20. This Agreement includes and is subject to the provisions described on the attached Addendum.

The parties have executed this Agreement this 23RD day of July, 2020.

Witnesses:

Signature:
Print Name: ANDREW CHANG

Signature:
Print Name: J.C. WOLFE

FLORIDA POWER & LIGHT COMPANY

By:
Its: Corporate Real Estate Manager
Print Name: Mark L. Byers

Witnesses:

Signature:
Print Name: Richard Schappacher

Signature:
Print Name: M Jane Schappacher

LICENSEE: **VENETIAN COMMUNITY DEVELOPMENT DISTRICT**

By:
Its: VCDD Chair
Print Name: RICHARD D BEACO

(Corporate Seal)

Exhibit 10

July 24, 2020

Letter from Andrew Cohen, Attorney at Law

PERSSON, COHEN & MOONEY, P.A.

ATTORNEYS AND COUNSELORS AT LAW

David P. Persson**
Andrew H. Cohen
Kelly M. Fernandez*
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Reply to: Lakewood Ranch

TO: Chairman Bracco and Venetian Community Development District Board of Supervisors

FROM: Andrew Cohen

REPORT DATE: July 24, 2020

SUBJECT: Pickleball/Dog Park – FPL Right of Way Consent Agreement

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Before the last CDD meeting on July 13, 2020, a resident and retired attorney (Anthony J. Pirotti, Esq.) sent a July 8, 2020 e-mail raising a number of questions regarding the FPL Right of Way Consent Agreement ("Agreement") previously approved by the Board of Supervisors on April 27, 2020. I understand Mr. Pirotti raised similar issues during public comment at the July 13, 2020 meeting and I have reviewed the draft minutes from that meeting. The Board asked that our office please generate a memo responding to the individual issues raised by Mr. Pirotti in his e-mail. Please recall that the Agreement is a significant document and rather than have it routinely executed, the document was brought before the Board and discussed at length. I agree that the Agreement has some provisions that I would have liked to see revised but FPL was very loathe to make changes and we negotiated what we felt we could at the time (I am glad to go back and try for additional revisions if the Board so chooses). I explained the pitfalls to the Board and the Board made a reasoned decision to move forward.

1. **The CDD may not act as a Licensee:** First, I would point out that the land in question is CDD property and FPL was only historically granted an easement over the lands. The CDD still retains ownership of the subject property. Previously, the CDD was granted special powers by the City of Venice pursuant to Section 190.012, Fla. Stat., for "parks and facilities for indoor and outdoor recreational, cultural, and educational uses." Therefore, the CDD has recreational powers to construct the dog park and pickle ball courts. While Chapter 190 may not specifically refer to this

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Exhibit 11

August 10, 2020

PUD Amendment

Venetian Golf and River Club

PUD Amendment
Venetian Golf & River Club CDD

Project Narrative

August 10, 2020

The Venetian CDD is proposing to add amenities to the community. The proposed additional amenities include a Dog Park and Pickleball Courts. The original PUD approval for the community includes a number of amenities but did not specifically list a Dog Park or Pickleball Courts. As new developments are being built in nearby communities, Venetian is seeking to add these popular amenities to their community. The CDD has had numerous meetings and there is overwhelming support from the community to add these additional amenities.

The CDD formed committees to evaluate the feasibility of these amenities and invited the residents to both committee and CDD meetings when these items were up for discussion. The committees then made a recommendation to the CDD board to move forward with the PUD amendment process for the added amenities.

The committee members evaluated a number of locations for both the Pickleball and Dog Park and it was decided that the appropriate location would be along the south side of Pesaro Drive within the FPL easement. The Pickleball Courts would consist of 4 new courts and the Dog Park would accommodate both large and small dogs. There will be a parking lot for the resident's use of the amenities.

The initial effort with the design phase was to obtain approval from both FPL and SWFWMD for the added amenity. With the location under the FPL Power lines the approval from FPL was the first step. This approval was obtained and a copy of the agreement with FPL is included in the submittal package. The next step was to gain approval from SWFWMD for the additional impervious areas being created with the courts and parking lot. That approval is also included in the submittal package.

Another requirement for the permitting through the City of Venice is to hold a Public Workshop. The committees and CDD had previously held multiple public meetings for the residents but in order to meet the City's permitting requirements, a Public Workshop with proper notification was required. This included a mailed notice to all residents that lived within 250' of the property where the new amenities would be located. The notice was also required to be in the local newspaper prior to the meeting. This Public Workshop was conducted on July 13, 2020 via a zoom conference meeting. A copy of the meeting minutes and notifications are included in the submittal package.

Prepared By:

Rick Schappacher, P.E.
Venetian CDD District Engineer

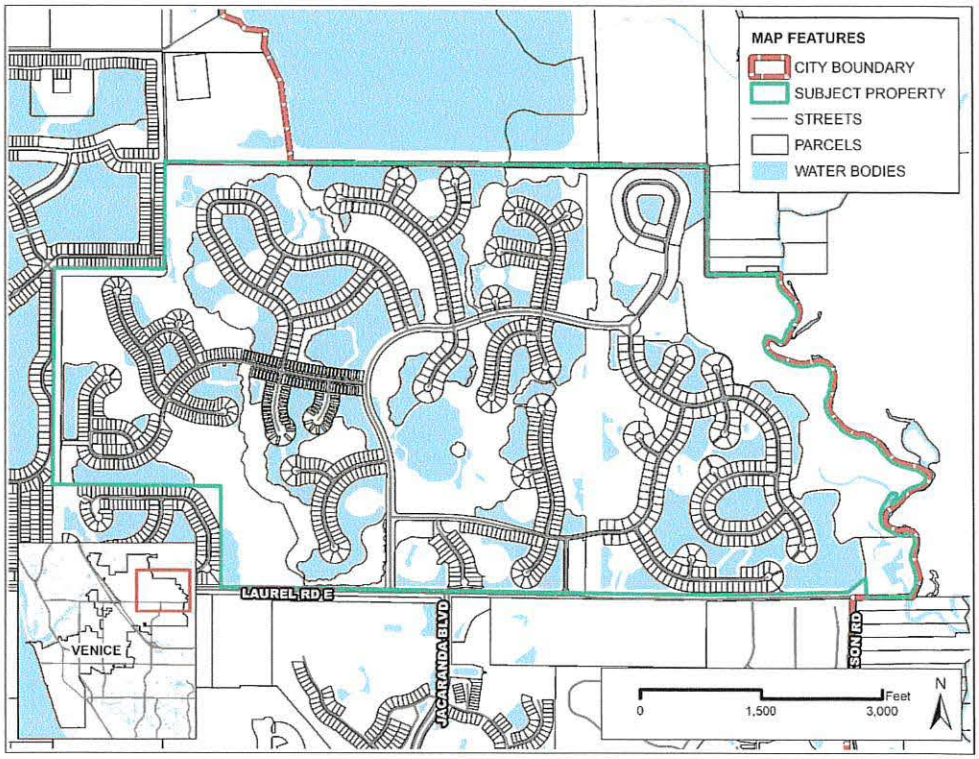
Exhibit 12

February 2, 2021

PUD Amendment Report

PUD AMENDMENT
STAFF REPORT
VENETIAN GOLF AND RIVER CLUB

February 2, 2021
20-37RZ



GENERAL INFORMATION	
Location:	Venetian Golf and River Club Planned Unit Development
Request:	Planned Unit Development (PUD) amendment to allow pickleball courts and a dog park as permitted uses in the binding master plan for Venetian Golf and River Club, along with associated development standards.
Owner:	Venetian Community Development District
Agent:	Rick Schappacher, PE – Schappacher Engineering, LLC
Parcel ID:	0373001050
Property Size:	1039± acres
Zoning:	Planned Unit Development (PUD)
Future Land Use:	Mixed Use Residential
Comprehensive Plan Neighborhood:	Northeast Neighborhood
Application Date:	8/24/2020

(f) Whether changed or changing conditions make the passage of the proposed amendment necessary.

Applicant's Response: There are no changed or changing conditions that will impact the passage of the proposed amendment of the added amenities.

(g) Whether the proposed change will adversely influence living conditions in the neighborhood.

Applicant's Response: The added amenities will have a positive impact on the community as a whole as the newer developments are now offering these specific amenities in their communities. The added amenities will enable the Venetian community to remain competitive with nearby developments as well as providing much needed amenities within the district boundary for their residents. As with any change there may be a select few that will object with any new amenity constructed in close proximity to their home, but both the Pickleball and Dog Park committees have received overwhelming support from the community.

(h) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Applicant's Response: The traffic impact for the added amenities will be minimal. It is anticipated that many residents will walk with their dogs to the Dog Park or ride their personal golf carts. Similar for Pickleball, it is anticipated that a good number of residents will use their golf carts. The location of the proposed parking lot between the two added amenities will provide adequate parking and have it well off the main roadway to minimize any impact on traffic or public safety.

Staff Comment: *Technical Review Committee review of the petition identified no public safety impacts generated by the subject petition. Transportation will be evaluated through the proposed site and development plan.*

(i) Whether the proposed change will create a drainage problem.

Applicant's Response: The proposed plans have been submitted and approved by SWFWMD. The existing drainage system of the overall community is adequate to handle the minimal amount of added impervious area of the Pickleball Courts and parking lot.

Staff Comment: *TRC has reviewed this project and has identified no issues. Further analysis will be completed for the proposed site and development plan.*

(j) Whether the proposed change will seriously reduce light and air to adjacent areas.

Applicant's Response: The proposed amenities will not reduce light or air to adjacent areas.

(k) Whether the proposed change will adversely affect property values in the adjacent area.

Applicant's Response: There is only one home located adjacent to the east side of the proposed amenities. There is a golf course maintenance facility located immediately west of the proposed amenities and there is no effect to this property. The added amenities should not have a negative effect on the property values of the

adjacent property owners. The added amenities in close proximity to residents typically has a positive impact on property values. The added amenities for the community will have an overall positive impact on property values for the Venetian community.

(l) Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Applicant's Response: The community is fully constructed in this area, therefore there will not be any deterrent to the proposed amenities.

(m) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Applicant's Response: The proposed amenities does not constitute a grant of special privilege to any individual owner of the Venetian community.

(n) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Applicant's Response: The proposed amenities are consistent with the existing zoning of the PUD. The reason for the PUD amendment is that the original approval did not specify Pickleball or Dog Park as a proposed amenity to the community. The zoning does not change.

(o) Whether the change suggested is out of scale with the needs of the neighborhood or the city.

Applicant's Response: The proposed amenities are being added so that the Venetian community can compete with nearby developments by offering their residents both Pickleball Courts and Dog Parks, which are becoming a typical offering for new developments and their residents.

(p) Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Applicant's Response: The committees did an extensive search of the best location for the proposed amenities. Plans were prepared to show Pickleball Courts near the existing Tennis Courts, however there is not adequate room to add any courts without removing parking stalls. With the proposed four Pickleball Courts we would have lost considerable parking spaces and there are a number of event at the River Club where the parking lot is full and losing parking spaces was not a viable option. The community was Master Planned and the developer used pretty much all available uplands for houses or amenities, leaving the CDD with limited options to locate the much desired amenities for their residents. The proposed location is the only CDD owned property that can accommodate the new amenities within the CDD district boundaries.

The subject petition has been processed with the procedural requirements contained in Section 86-47 of the Land Development Code (LDC). In addition, the petition has been reviewed by the Technical Review Committee and no issues regarding compliance with the Land Development Code were identified. Future development of the subject property will require confirmation of continued compliance with all applicable LDC standards.

Conclusions / Findings of Fact (Compliance with the Land Development Code):

Exhibit 13

3 Petitions of Those Opposed to the Plan

Containing 51 Names

Dated, March 11, 13, and 14, 2021

PETITION

We are homeowners in the Venetian Golf and River Club. We are opposed to the VCCD Plan to put Pickleball courts and a Dog Park in the dangerous FPL right-of-way under the high voltage power lines. We are also very concerned that noise from the courts will hurt our quality-of-life and devalue the price of affected homes.

We are asking the Venice City Council **to REJECT this plan** because the location is unsuitable and unsafe.

	Name (Print)	Address	Signature
1	MARSHA DOOM	134 Medici Ter.	Marsha Doom
2	TYLER D. CASSELL	201 Medici TERRACE	Tyler Cassell
3	[illegible]	114 MEDICI	[illegible]
4	Connie [illegible]	146 Medici Terrace	Connie [illegible]
5	Michele Blache	109 Medici Terr	Michele Blache
6	Klaus Blache	109 Medici Terrace	[illegible]
7	ROGER BAFFA	101 MEDICI TER	[illegible]
8	ROSE MARY BAFFA	101 MEDICI TER	Rosemary Baffa
9	Leonore Pirrotti	114 Medici Terr.	L Pirrotti
10	Lynn Dunseed	125 Medici Terr.	
11	William Delsignore	146 Medici Terr.	
12	[illegible]	142 Medici Ter.	I. Gopstein
13	AIDA Gopstein	142 medici	[illegible]
14	Rosa Surkman	102 Medici Ct	[illegible]
15	ISAK Surkman	108 Medici Ct	[illegible]
16	Hella Rozofsky	109 Medici CT	Hella Rozofsky
17	Gregory Rozofsky	109 Medici Ct	[illegible]

Date: 3/11/2021

PETITION

We are homeowners in the Venetian Golf and River Club. We are opposed to the VGRC Plan to put Pickleball courts and a Dog Park in the dangerous FPL right-of-way under the high voltage power lines. We are also very concerned that noise from the courts will hurt our quality-of-life and devalue the price of affected homes.

We are asking the Venice City Council **to REJECT this plan** because the location is unsuitable and unsafe.

	Name (Print)	Address	Signature
1	ELLEN A. BRADY	141 BURANO	Ellen A. Brady
2	DAVID PARSONS	141 TIZIANO	[illegible]
3	Janice Stewart	342 Ciprianí Wy	[illegible]
4	Judith Parsons	141 Tiziano Way	Judith Parsons
5	Dell Klingensmith	102 Portofino Dr.	Dell Klingensmith
6	Joanna Williamson	173 Palazzo Ct.	[illegible]
7	Rod Stewart	342 CIPRIANI WAY	[illegible]
8	FRED H. WILLIAMSON	173 PALAZZO CT.	[illegible]
9	EDWARD BRADY	141 BURANO CT.	Edward Brady
10	JAMES D. HART	102 CANELETTO WAY	James D. Hart
11	Carol Hart	102 Canelettoway	Carol Hart
12	Renée Pearlman	113 Medici Ter.	R Pearlman
13	Dianne Kissinger	126 Medici Ter.	Dianne Kissinger
14	Tom Kissinger	126 Medici Ter	Tom Kissinger
15	William A Saro	130 Medici Ter	William A Saro
16	Patricia A Saro	130 Medici Terrace	PATRICIA A. SARO
17	DANNY DOOM	Danny Doom 134 Medici TERRACE	

Date: March 13, 2021

PETITION

We are homeowners in the Venetian Golf and River Club. We are opposed to the VGRC Plan to put Pickleball courts and a Dog Park in the dangerous FPL right-of-way under the high voltage power lines. We are also very concerned that noise from the courts will hurt our quality-of-life and devalue the price of affected homes.

We are asking the Venice City Council **to REJECT this plan** because the location is unsuitable and unsafe.

	Name (Print)	Address	Signature
1	CATHERINE CARDONA	118 Medici Terrace	M. Cathy Cardona
2	Danilo CARDONA	118 Medici TERRACE	D.A.
3	Shirley Mayhew	122 Medici Terrace	Shirley Mayhew
4	Kenneth MAYHEW	122 Medici Terrace	Kenneth Mayhew
5	Sue Nielsen	476 Padova Way	Sue Nielsen
6	Marianne Richards	387 Padova Way	M. Richards
7	GEORGETTE NELIUS	386 Padova Way	Georgette Nelius
8	NICHOLAS NELIUS	386 Padova Way	Nicholas A. Nelius
9	Paul S Richards	387 Padova Way	Paul S Richards
10	ANTHONY CHRISTY	391 PADOVA WAY	A Christy
11	ARLENE CHRISTY	391 PADOVA WAY	[illegible]
12	Rose Blackburn	282 Montellura Dr	Rose Blackburn
13	James Blackburn	282 Montellura Dr	James Blackburn
14	Betsy Oden	383 Padova Way	Betsy Oden
15	Phyllis Way	390 Padova Way	Phyllis Way
16	THOMAS WAY	390 PADOVA Way	Thomas E. Way
17	Dan King	363 Padova Way	D. A. K
	Bev King	363 Padova Way	Beverly J. King

Date: MARCH 14, 2021

Exhibit 14

February 2, 2021

Reprint of the Planning Commission Decision

DECISION BY THE PLANNING COMMISSION

February 2, 2021

NOW, THEREFORE, BE IT ORDERED BY THE PLANNING COMMISSION THAT

Section 1. The above witness clauses are ratified and confirmed as true and correct.

Section 2. Based on the testimony and the evidence presented, Site and Development Plan Petition 20-38SP is hereby **DENIED** as it does not meet the requirements of Section 86-23 (m); (2), (5), (9), & (10) of the City Land Development Code, for the following reasons; & the proposed improvements;

a: incompatible with adjacent residential properties and

b: adequate supporting facilities such as parking, water, and restrooms are not provided.

Section 3. This order constitutes the written notice of the denial of the Petition required by Section 1666.333, Florida Statutes.

Section 4. The Order shall become effective immediately upon adoption. However, the applicant and any other aggrieved person has 15 days from the date of the rendition of this Order to appeal the decision of the Planning Commission to the Venice City Council by filing a written request with the City Clerk ORDERED at a meeting of the Venice Planning Commission of the 2nd day of February 2021.