

IMPACT REPORT & REBUTTLES

EXHIBITS 1-15

For: Venice City Mayor and City Council

<u>City Council Meeting</u> – May 11, 2021

<u>Subject:</u> Opposition to the Plan to Build 4 Pickleball Courts and a Dog Park at 200 Pesaro – Supporting Documentation

Prepared by: Tyler D. Cassell VGRC resident and friend of the affected parties

Exhibit 1

Venetian Community Development District October 28, 2019 Minutes of the Meeting

October 28. 2010 Miliutos of Meeting

ŝ



Each person who demuse to appeal an, decision mean are Board with respect to _____. after 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:

1

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

 \checkmark

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

Je s

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 lBoard 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

V

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

Exhibit 2

Venetian Community Development District Public Hearing July 13, 2020 Minutes of the Meeting

MINUTES of CITY COUNCIL ORDER DI BUDIC MGETINE

July 13,2800

VENETIAN COMMUNITY DEVELOPMENT DISTRICT July 13, 2020 Minutes of Meeting Page 1

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 1/20.54(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

VENETIAN COMMUNITY DEVELOPMENT DISTRICT July 13, 2020 Minutes of Meeting Page 2

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.

<u>Mr. Pirrotti</u> 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. <u>He_raised_concerns_about</u> 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 ¹ 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



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, if 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.

<u>Mr. Booker also raised concerns about the agreement with the FPL</u>. 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 onesided provisions that you get with an agreement with Florida Power & Light and they have

Rachorn

0

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 NIMBY's 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 vard 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 roally makes us concorned 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 evesore. 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.

Danterny Jost pige Swale Cunterny

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 winng and that would maybe solve some of the concerns that the people have. Mr. McCafferty adviced 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

L Nove

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

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

<u>Ms. Cardona</u> 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.

<u>Mr. Pirrotti</u> 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 electromagnetic fields and she recommended that others conduct the research. She thanked the Beard for their bard work.

<u>Mr. Lands</u> 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.

<u>Ms. Rector</u> 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.

for No Vole

FOURTH ORDER OF BUSINESS

Consideration of Irrigation Station Bid Analysis and Recommendations

Mr. Schappacher provided background to the imigation 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

(ace)

Chairman / Vice Chairman

Exhibit 3

Florida State Statutes, 190.006 (5)

Title XIII	Chapter 190	View Entire
PLANNING AND	COMMUNITY DEVELOPMENT	Chapter
DEVELOPMENT	DISTRICTS	

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.

(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 <u>(name of district)</u> 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

(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. <u>112.061</u>.

(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.

Reduine

Exhibit 4

CDD Attorney, Andrew Cohen Letter Dated July 24, 2020

6	6	6	6	

PERSSON, COHEN & MOONEY, P.A.

ATTORNEYS AND COUNSELORS AT LAW

David P. Persson**		
Andrew H. Cohen		T 1 1 (041) 20(4720
Kelly M. Fernandez* Maggie D. Mooney*		Telephone (941) 306-4730 Facsimile (941) 306-4832
R. David Jackson*		Email: acohen@swflgovlaw.com
Regina A. Kardash*		
	County and Local Government Law	Reply to: Lakewood Ranch
** Of Counsel		
TO:	Chairman Bracco and Venetian Community Development	t District
	Board of Supervisors	
FROM:	Andrew Cohen	
rrow:	Andrew Collen	
REPORT DATE:	July 24, 2020	
	,,	
SUBJECT:	Pickleball/Dog Park – FPL Right of Way Consent Agreem	ent

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. Lagree 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

Venice 236 Pedro Street Venice, Florida 34285 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 APP 12/L. 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.
- 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 amenitics.

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.

Geril

Johily

Exhibit 5

Decision by the Planning Commission February 2, 2021

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-<u>38SP is hereby **DENIED** as it does not meet the requirements of Section 86-23 (m);</u> (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.

Exhibit 6

Notice of Appeal by CDD Engineer, Mr. Richard Schappacher Undated



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 <u>Venetian CDD Board of Supervisors</u> appeals to the Venice City Council the decision rendered by the <u>Planning Commission</u> on <u>February 2, 2021</u> which denied granted <u>Site and Development Plan Petition No. 20-38SP</u>

Richard Schappacher, CDD Engineer Printed Name

Signature

P.O. Box 21256

Bradenton, FL 34204

Mailing Address

941 251-7613

Telephone Number

Exhibit 7

FPL Right of Way Consent Agreement July 23, 2020

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 "Liceasee", 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:

I. 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.

Licensee understands and agrees that the use of the Lands pursuant to this Agreement is 2 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

Form 3740 Rev. 08/15

Page 1 of 10

f9010

or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees, to the extent allowable by law and specifically without waiving its sovereign immunity protections, if any, to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a one hundred and ten (110) foot wide area, clear of any activities, with a lineal measurement of fifty-five (55) feet on each side of the centerline of Company's existing and planned facilities.

5. Licensee understands and agrees that the planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity is not permitted within Company's Lands.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt and required execution of Form 360 "Exhibit C" prior to the commencement of construction within the Lands.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the

Form 3740 Rev. 08/15

Page 2 of 10

)5f0010

Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and comployees (collectively, the "FPL Emtities"), from all liability, loss, cost, and expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

Licensee shall cause each of Licensee's contractors and subcontractors performing work 13. in connection with the project during the period of this Agreement, to procure and maintain at such contractors' and subcontractors' sole expense, the following minimum insurance, with insurers with a rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) General Liability insurance with limits of \$3,000,000 for bodily injury or death of person(s) and property damage per occurrence, and Licensee shall procure and maintain General Liability Insurance of its own with limits of \$1,000,000, which shall insure against obligations assumed by Licensee in indemnity provision set forth in Section 12 above, (ii) Workers' Compensation Insurance for statutory obligations imposed by applicable laws, (iii) Employers' Liability Insurance with limits of \$1,000,000 for bodily injury per accident, by disease per policy and disease per employee and, (iv) Automobile Liability Insurance which shall apply to all owned, nonowned, leased and hired automobiles with limits of \$1,000,000 combined single limit. Except for the Workers' Compensation Insurance, Licensee's contractors and subcontractors shall name Company as an additional insured and provide for a waiver or subrogation in favor of Company. Licensee shall name Company as additional insured on it General Liability policy subject to applicable sovereign immunity protections. Upon execution of this Agreement, Licensee shall provide evidence of the required General Liability insurance coverage in the form of an ACORD certificate to Company evidencing that said policy of insurance is in force and will not be cancelled or non-renewed so as to affect the interests of Company until thirty (30) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

Licensee shall be responsible for managing and administering all insurance policies required hereunder, including the payment of all deductibles and self-insured retention amounts, the filing of all claims and the taking of all necessary and proper steps to collect any proceeds on behalf of the relevant insured person or entity. Licensee shall at all times keep Company informed of the filing and progress of any claim. If Licensee shall fail to perform these responsibilities, Company may take such action as it determines appropriate under the circumstances. In the event Licensee collects proceeds on behalf of other persons or entities, it shall ensure that these are paid directly from the insurers to the relevant person or entity and, in the event that it receives any such proceeds, it shall, unless otherwise directed by Company, pay such proceed to such party forthwith and prior thereto, hold the same in trust for the recipient.

Other than any applicable sovereign immunity protections available to Licensee hereunder, if any, nothing in this Section shall be deemed to limit Licensee's liability under this Agreement regardless of the insurance coverages required hereunder. No limitation of liability provided to Licensee under this

Form 3740 Rev. 08/15

Page 3 of 10

5f0010

Agreement is intended nor shall run to the benefit of any insurance company or in any way prejudice, alter, diminish, abridge or reduce, in any respect, the amount of proceeds of insurance otherwise payable to Company under coverage required to be carried by Licensee under this Agreement, it being the intent of the parties that the full amount of insurance coverage bargained for be actually available notwithstanding any limitation of liability contained in this Agreement, if any. Company assumes no responsibility for the solvency of any insurer or the failure of any insurer to settle any claim. In the event that the Licensee self-insures, Licensee shall provide Company with a letter of self-insurance in form and substance satisfactory to Company's Risk Management Department. Licensee's contractors and sub-contractors may not self- insure. This Section shall survive the expiration or earlier termination of this Agreement.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit "B" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of four (4) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

19. Licensee agrees that any review or approval by Company of the plans and/or specifications submitted by Licensee attached hereto as **Exhibit "B"**, the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by Company of any construction specifications to Licensee, is solely for the purpose of processing this Consent, and without any representation or warranty whatsoever

Form 3740 Rev. 00/15

Page 4 of 10

560010

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.

Agreement

this

this

July Witnesses: Signature: NOREN (HANG Print Name: Signatul Print Name: -

have

, 20 Ja

executed

parties

FLORIDA POWER & LIGHT COMPANY By:

2300

day

of

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

Witnesses:

The

Signature:

Signature: Print Name: <u>Richard Schappacher</u> <u>M. M. Schapparter</u> Signature: Print Name: <u>M. Jarz</u> = Happarter

LICENSEE: VENETIAN COMMUNITY DEVELOPMENT DISTRICT

By: lts: BEACO Print Name:

(Corporate Scal)

Page 5 of 10

Porta 3249 Rev. 68/15

60010
VGRC PUD Amendment Staff Report February 2, 2021



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.

(1) 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):

S & W Acoustics & Noise Control Report of Pickleball Court Noise Posted – April 25, 2018



Why Are Your Pickleball Courts Receiving Complaints from Neighbors?

by Lance Willis Posted on April 25, 2018

Pickleball is a game played with a paddle and ball on a converted tennis court or

dedicated asphalt pad. It has become very popular in retirement resort communities and other recreation centers.



Unfortunately, some developers of pickleball courts have not adequately addressed the sound produced by the impact of the hard paddle and ball which creates a sharp pop. This has led to controversy between facility owners and neighbors when new pickleball courts are planned.



Here in Arizona and elsewhere we have planned and mitigated many of these sites. We have had the opportunity to work with both pickleball clubs and home owners associations. In this post we will outline the process we have developed to evaluate the noise impact of pickleball courts and to enable pickleball to coexist with the surrounding community.

Characteristics of Pickleball Sound

The sound produced by the impact between a pickleball and paddle is characterized by a sudden onset and brief duration, typically on the order of two milliseconds for the direct path sound. Figure 1 shows a time trace of a pickleball paddle impact measured near Phoenix, Arizona. The main part of the direct sound impulse can be seen to be less than two milliseconds followed a rapid decay and some later reverberant arrivals.



The spectral content of the paddle impact is narrowband with a center frequency typically between 1,000 and 2,000 Hertz (see Figure 2). Although it does not meet most guidelines for tonal prominence such as Annex C of ANSI S12.9 Part 4 or ANSI S1.13, it does impart a vague sensation of pitch similar to a musical wood block percussion instrument. The radiation pattern of the paddle is more or less a dipole, i.e. the sound from the front and back of the paddle is of opposite polarity and cancels itself in the plane of the paddle. Therefore, orienting the courts so that the direction of play faces away from noise sensitive areas can provide some attenuation.



Figure 2. Paddle Impact Power Spectrum

Measuring Pickleball Sound

Due to the short duration of the impact, averaging sound pressure level metrics such as equivalent level (L_{eq}) and even maximum fast exponential time weighted level (L_{max}) fail to accurately represent the perceived loudness of the impact. The fast exponential time weighting filter is a first order lowpass filter with a 125 millisecond time constant applied to the square of the acoustic pressure waveform. If a tone burst is applied to the squaring circuit and filter, after two milliseconds the filter output will only rise to a level that is 18 dB lower than the root-mean-square or equivalent level of the input signal. Because the short impulse is being significantly attenuated by the averaging in the sound level meter, in practice it is in general not possible to distinguish pickleball paddle impacts from the background noise when measuring L_{eq} or L_{max} using an integrating sound level meter even though the paddle impacts may be identified by a listener as the primary sound source.

The paddle impact sound pressure level is better represented by the sound exposure level (SEL). This involves windowing the measured sound pressure in time to include only the paddle impact and reflections from nearby surfaces. The equivalent sound pressure level of the windowed impact is then normalized to the length of the window giving a representation of the energy in the impact alone. Appropriate adjustments for impulsive sounds can then be applied to the impacts as described next.

Most acoustical standards for sound pressure levels with regard to compatible land use provide adjustment factors for different types of sound, e.g. impulsive, tonal, time of day, etc. Each of these categories of sound produces different levels of community impact and annoyance due to their temporal or spectral characteristics in comparison to a broadband sound that does not vary in level or frequency content with time. The purpose of the adjustment factors is to normalize these types of sound to a neutral broadband sound pressure level so that they can be reasonably compared to a defined sound pressure level limit or the background noise level.

ANSI S12.9 Part 4 gives criteria for assigning adjustment factors to a variety of impulsive sounds. Sounds produced by many impact processes are classified as 'highly impulsive' and assigned a 12 dB adjustment. Although not specifically enumerated in definition 3.4.1 of the standard, experience has shown that pickleball paddle impacts should be adjusted as highly impulsive sounds in order to set appropriate performance goals for abatement treatments. Inadequate abatement treatment may lead to ongoing complaints, strained relations with neighbors, legal action, the need for continued involvement on the part of authorities, additional retrofitting, and possibly demolition costs to improve the abatement later.

Site Planning Considerations for Pickleball



Based on our experience working with pickleball facilities, courts located within 350 feet of residential structures often require abatement. Courts located within 150 feet require careful abatement design to avoid complaints. Abatement treatments usually consist of freestanding walls strategically placed to shield noise sensitive areas from the pickleball courts. To be effective, the walls must block the line of sight to the paddles during play. On level terrain this means a minimum wall height of eight feet above the playing surface. The cost of the walls can be reduced by lowering the courts into the ground and using the excess soil to build a berm around the courts. Placing the wall on top of the berm will lower the required height of the wall itself, reducing construction costs. The wall may be masonry or a solid fence system having sufficient mass for effective sound insulation.

For pickleball courts located in the middle of a residential area with houses on more than two sides, screen walls may be required on opposite sides of the courts. When these walls are parallel to each other, reflections between them can degrade the performance of the walls significantly. In this case, sound absorbing panels may need to be installed on one or both walls to stop multiple reflections from amplifying the sound going over the walls. This can almost double the cost of the walls and may make the site financially unfeasible.

Court orientation also plays a role. More sound propagates in the direction of play than to the sides of the pickleball court. By positioning the courts so that the line of the net runs through the most noise sensitive area, a noticeable reduction in sound pressure level can be achieved at this location.

When to Hire an Acoustical Consultant

We recommend that pickleball courts to be located within 500 to 600 feet of residential properties or other noise sensitive areas be reviewed by an acoustical engineer during the site selection phase in order to avoid choosing a site that is expensive to mitigate, results in unexpected limitations on court use, or leads to ongoing disputes with neighbors. For sites that have a water feature or golf course as part of the intervening ground between the courts and homes or for sites located in a valley, it may be necessary to consider abatement at buffer distances greater than 500 to 600 feet due to additional refraction effects created in these situations.

The abatement plan for the site should be prepared by an acoustical engineer with experience in assessing the community impact of short duration impulsive sounds such as those produced by pickleball paddle impacts. As can be seen from procedure outlined above, properly measuring sound from pickleball courts is not a simple matter of setting up a sound level meter and logging an equivalent sound pressure level (L_{eq}). The short duration impulses produced by the paddle impacts require a detailed process of applying a metric that can accurately represent the community noise impact of the pickleball courts.

If you are in the process of planning pickleball for your site, consulting an acoustician can reveal unforseen issues with the selected courts site or the site plan before investing tens or hundreds of thousands of dollars in design and construction. Preparing a formal abatement plan can also ease concerns of neighbors about the community noise impact of the courts.

Naples Daily News Article entitled: "The Dark Side of Pickleball has A Certain Sound to It" June 19, 2016

Naples Daily News

June 19, 2016

The dark side of pickleball has a certain sound to it

Brent Batten Columnist

Pickleball sounds fun. Its devotees describe it as a cross between tennis and Ping-Pong, two fun games. The very word, pickleball, conjures an impression of whimsy.



In Collier County, it's seen as a perfect fit, a sport enjoyed by an older but still active demographic and an effective draw for tourists to boost the economy.

County commissioners approved the idea of investing in more and better pickleball facilities to host the sport's biggest It's so much in favor that last week Collier tournament for years into the future.

But there's another side of pickleball that's surfaced in areas where the game has a longer tradition.

Because while pickleball sounds fun, it can also sound loud.

Played with a plastic ball akin to a whiffle ball and hard paddles made of graphite or some other material, pickleball makes a unique noise that is something like table tennis on steroids.

Like tennis, there's a back and forth rhythm to a rally but the strokes come in quicker succession — the court being smaller — and the impacts sound sharper — the ball and rackets having no give.

No houses abut Collier County's main pickleball venue, East Naples Community Park so noise hasn't been an issue there, said Collier County spokeswoman Kate Albers.

But as the game catches on, conflicts are already starting to arise, confirms Collier County Commissioner Donna Fiala. <u>Plans to add pickleball courts at Hideaway Beach Club on Marco Island has residents at odds</u> with each other.

She's heard from residents who complain that the courts would be close to homes, creating a noise issue, and would infringe in an environmental preserve.

"A few people said, 'If they want to play pickleball, let them go down to the park," Fiala said. An anonymous letter-writer tells me, <u>"It has become a nightmare in gated communities. This</u> sport has caused civil war pitting neighbor against neighbor. Hideaway Beach is now the poster child for the dark side of pickleball," the writer states.

If so, it is not an isolated or entirely new occurrence.

As early as 2010 The Wall Street Journal picked up on the issues surrounding the growing sport. Senior citizen hot spots in Arizona and Florida were coping with the conflict between pickleball enthusiasts and residents who thought they were buying into quiet retirement havens.

At The Villages, Central Florida's sprawling senior community, there was a petition drive to limit the hours pickleball could be played.

"I would like to hear from anyone who finds it disturbing living near a pickleball court. My husband and I plan on moving down this month and this was one of the things we were warned about. Is it that bad or should we steer far away?" one prospective buyer wrote on an Internet forum about The Villages.

Lawsuits over pickleball noise have been filed in California and Arizona in the past two years.

Because the county park hosting the U.S. Open Pickleball Championship is well-situated, the noise issue won't disrupt plans to continue hosting the tournament, estimated to bring a thousand players and millions of dollars into Collier County.

But from the sound of things, skirmishes will crop up every time a court is proposed near houses.

Port Charlotte Sun Times Article entitled: "Pickleball Noise Creates a Human Health Risk" April 18, 2019 and July 17, 2020 Plus **Thornton Acoustics & Vibrations** Consulting Engineers, PA Page 14 - Conclusions for The Punta Gorda Study

'Pickleball noise creates a human health risk,' study says

By DANIEL SUTPHIN Staff Writer

Apr 18, 2019 Updated Jul 17, 2020

Punta Gorda Historic District homeowner Bernie DePaul presents his story on suffering a stroke he connected to pickleball and presents findings from a 2017 noise impact study he had conducted at the Gilchrist Park pickleball courts.



PUNTA GORDA — Punta Gorda Historic District homeowners in Punta Gorda served up another shot against pickleball play in Gilchrist Park at Wednesday's City Council meeting.

During previous council meetings, homeowners along West Retta Esplanade said the noise causes anxiety, panic attacks and insomnia.

Bernie DePaul, who owns a house across from the courts, blames the noise for his stroke a few years ago.

"The noise across the street was relatively constant," DePaul said. "I didn't need a medical doctor to tell me it was bothering me. It's been bothering me for years. When I went into the emergency room, the physician said there is nothing wrong with you ... we can't figure it out."

Wednesday, DePaul presented to the council findings from a 2017 noise impact study he paid to have conducted in the area.

William Thornton, of Thornton Acoustics and Vibrations, wrote in his findings:

- The pickleball noise creates a human health risk as the link between certain types of noise (which includes the type of noise emitted by pickleball) and the risk of hypertension, heart disease, etc. is well established.
- The pickleball noise exceeds the limits set for in objective, science-based community noise ordinances as promulgated by communities similar to Punta Gorda.
- The pickleball noise exceeds accepted U.S.
- and international standards and guidelines (such as those produced by the United States Environmental Protection Agency, World Health Organization, etc.) for community and environmental noise emissions/levels.
- The pickleball noise significantly increases the community noise levels (relative to existing ambient noise levels) and the relationship between community noise increase and human impact/annoyance is well established in the scientific body of knowledge.
- There are no effective means (other than enclosing the entire pickleball court in a well-designed building) of reducing the noise emitted by the pickleball courts such as noise walls, barriers or screens. Although these types of solutions are frequently suggested, they are not effective (for reasons of fundamental physics) and will not reduce the noise to acceptable levels.

Thornton Acoustics has completed over 1,500 projects of similar nature since 1972. according to the company's website.

"For the last 19 months, I've had every test that you can run that's pertinent to my situation again and again," DePaul said. "I have seven physicians – neurosurgeons, neurologists and cardiologists – that are waiting and ready to be deposed. I don't have any more time for this ... I've never sued anybody ... but there's no more time as far as I'm concerned."

The City Council members did not comment on DePaul's presentation.

Vice Mayor Lynne Matthews told the *Sun* that since council members just appointed a committee to review all the aspects of the pickleball situation, "we need to let them do their due diligence job."

On March 6, the City Council established a pickleball committee as a fact-finding initiative. The committee suggested having a new noise impact study conducted. Details of that study were not available at the time of this report.

City staff is also in the process of purchasing and constructing an "acoustical" fence to dampen the noise at the Gilchrist courts. The timeline for that action is still being determined.

"Citizens are only asking you to uphold your sworn duty to protect our health, safety and welfare," said Peggy Keen of the Historic District. "<u>Pickleball is only a game, but</u> <u>the stakes for the residents of the Historic District are more dire.</u>"

<u>Neighbors say parking is another issue</u>. With so many people coming to the park, neighbors say there's not enough room.

Pickleplex is scheduled to open next month.

CONCLUSIONS

The noise that will be emitted by the proposed Pickleball court development will create a significant impact and noise nuisance for community residents surrounding the court location and the residents who might be using the outdoor common spaces near the courts. The noise that would be created by Pickleball is endemic to the sport and <u>purported solutions</u> such as "<u>quiet</u>" rackets, noise walls and fences and plantings do not provide any significant (audible) noise reduction.

The noise that would be generated by Pickleball will significantly exceed the allowable noise limits in many similar communities that have enacted objective and science-based noise ordinances. The pickleball noise will be greatly in excess of the typical ambient noise levels of this quiet community.

The noise impact will affect residents both indoors and outdoors and is incompatible with the normal activities and use and enjoyment of the surrounding homes and common spaces. The noise impact is also likely to lead to a diminution in value as potential buyers will be deterred by the noise (although we are not qualified to estimate that amount of the diminution, the effect is well-established and documented in our professional literature).

Considering the scope of the noise impacts and the preexisting community noise environment, the Pickleball courts are fundamentally incompatible with the proposed location and the courts should be relocated to an area in which residents will not be impacted by the noise.

This letter summarizes our findings and opinions regarding the community/environmental noise impact that the proposed Pickleball facility creates at nearby residential locations. We reserve the right to modify our opinions in these matters subject to further analysis and as new information becomes available.

THORNTON ACOUSTICS & VIBRATIONS Consulting Engineers in Acoustics, Vibrations & Noise Control

521 Clay Run Road Mill Run, PA 15464 www.ThorntonAV.com 412.400.2000 Office 412.400.2001 Cell will@thorntonav.com in wes

Florida HOA Blog Siegfried Rivera April 22, 2019



ATE



FLORIDA HOA LAWYER BLOG

April 22, 2019 by Roberto C. Blanch

A recent report by Channel 7 News (WSVN-Fox) in South Florida shined a spotlight on a new trend that is beginning to cause noise disruptions at some of the area's condominium communities. It is called pickleball, and the sport is becoming especially popular for 55-and-older retirement communities. While the decision of the association's board to accommodate the sport seems innocent, it appears to have triggered some unintended consequences that other community associations should bear in mind.

First created in 1965, pickleball is a paddle sport for all ages and skill levels that combines many elements of tennis, badminton and ping-pong. It is played both as singles and doubles on a badminton-size court using a slightly modified tennis net, paddles and a plastic ball with holes.

The station's report, which states that the sport is becoming very popular, chronicles the issues that are arising from the noise that pickleball is creating at the Wynmoor in Coconut Creek retirement community in Broward County. Two of the community's tennis courts were converted into eight pickleball courts, which allow for up to 32 people to play at the same time.



Linda Waldman, the owner of a unit near the courts, states: "It's a very noisy game, unfortunately . . . there is a 'pong' not also from the racket, but also when it hits the ground. Ponging and screaming. It's a very enthusiastic game. The people love it."

She and her husband say that they hear the noise from their condo starting daily at 8 a.m., and those who use the pool also complain about the noise as a type of "Chinese water torture."

"You cannot relax by the pool. You can sit by the pool, but you can't relax," Waldman notes.

"They want lights to open it up at night as well. It would really be a horrible thing for us," she concludes. "I can't live with this constant 'pong, pong, pong' every morning. Do I have the right to live here in a quiet environment?"



The answer is a court could very well find that indeed she does. Rulings on the laws governing nuisances have generally found that residents should not have to deal with unreasonably loud noises all day long. If it is determined that the activity results in a nuisance to neighboring unit owners or residents, then the association could be required to take remedial actions, such as moving the pickleball courts or establishing restrictions on the activity.

Additionally, associations should be mindful of converting existing facilities to accommodate new uses or trends. Governing documents for many community associations contain restrictions that may prevent the alteration of facilities to other uses; and other governing documents might impose conditions such as requirements for votes of the unit owners to approve alterations. Failure to comply with the contractual requirements of governing documents, such as making unapproved alterations or allowing activities that create a nuisance to other members of the community, may expose associations to liability.

In addition to the potential for such liability, a reputation for disruptive noises going on all day long within a community may also take a toll on property values over time. As such, taking careful steps to review an association's governing documents and evaluate possible impacts of a new amenity or activity may protect it from liability and aggravation that might arise from otherwise unintended circumstances.

Fortunately, the above-referenced report concluded that Waldman might be able to avoid resorting to litigation because the 5,260-unit Wynmoor community has a reputation for resolving issues that create disruptions for their residents. In the story, association president Jackie Railey told Channel 7 she wants to find a solution and indicated that they are forming a committee to come up options to cut down the noise or move the pickleball courts.

Other community associations considering the addition of pickleball or other activities as new amenities for residents should heed the lessons learned from Wynmoor's example and evaluate all requirements and possible consequences to all members of the community prior to offering the activity to the residents.

V

iL

City of Venice Florida Venetian Community Development District August 10, 2019 Minutes of the Meeting

VENETIAN COMMUNITY DEVELOPMENT DISTRICT August 10, 2020 Minutes of Meeting Page 3

90 bower lines from the Laurel Road transfer station area and while a section of lines runs 97 through open range land where there are no housing structures, he was not able to detect 98 any type of permanent structure of parks within one hundred to two hundred yards with the 99 exception of a dirt parking area. He advised that if FPL needed to access the area only 90 vehicles would need to be moved. Mr. Saro asked if the CDD can direct Mr. Cohen to have 91 FPL identify any other communities where the power lines cross their property and they 92 have entered into the same type of agreement that the VCDD is considering.

103

Mr. Wilson advised that he has been Chair of the Pickleball Committee and a lot of 104 105 time was put into the recommendations and a lot of other folks were involved and we are a 10 c lot closer to the end of this than the beginning. He advised that residents have been promised a park in North Venice for many years: the Mayor provided a presentation that 107 cooked very promising probably ten years ago that never happened. He advised that the City 108 has been so slow in doing anything that he can't help but wonder if maybe we are a lot 109 further from having a park accomplished than what Ms. Fiedler has explained. Mr. Wilson 110 111 advised that he looks forward to having a park in the area and he has gone to City Council to make a request and so the North Venice Park has his endorsement but it should not 112 Impact what the Committee has done, the efforts made, Community Support for the 113 114 pickleball courts and dog parks in the Community for all the reasons that have been talked about for so long. He advised that even though the park will add to North Venice and make 115 the Community more attractive to newcomers, it will not be as helpful for Venetian and the 116 Venetian amenities need to be improved. Mr. Wilson advised that Venetian needs these 117 amenities in the Community. 118

119

A resident advised that she wants to reinforce what Mr. Wilson said, the amenity is where the value is, it makes individual property more sellable; it makes the Community have more control over what is going on, and there is a lot of support in the Community for the park here.

125 Mr. Jasper advised that basically the Venetian Golf and River Club Community 126 Association has been promoting a Northeast Venice Park for many years, even well before 127 the CDD took up the issue of a park and the Community Association will continue to push 128 for a Northeast Venice Park and would like to hear from residents.

129

Ms. Blandon advised that she called on all virtual attendees for comments or questions for Dr. Fiedler. She asked the Board if they had any questions or comments.

- 132 133
- Mr. Bracco thanked Dr. Fiedler for attending the meeting.
- 134 135

Ms. Lentile thanked Dr. Fiedler.

Mr. Lusty advised that he believes their own dog park and pickleball court will help enhance property values, no amenities have been added since the community opened seventeen years ago, demographics have changed, and he does not think that linking the park development with the City plan is appropriate. Mr. Lusty advised that he hopes if this project moves forward, he would hope that Ms. Fiedler would support the Venetian in this project.

K

Decision by the City Planning Commission February 2, 2021

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-<u>38SP is hereby **DENIED** as it does not meet the requirements of Section 86-23 (m);</u> (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.

City of Venice Florida Articles II Administration and Review Authorities Section 86-23 Planning Commission Pages 5 and 6

ARTICLE II. - ADMINISTRATION AND REVIEW AUTHORITIES

Planning Commission

86-23

(m)

Duties in site and development plan approval. The planning commission shall review and act upon site and development plan applications in accordance with the provisions contained in section 83-45. In reaching a decision as to whether or not the site and development plan as submitted should be approved or approved with changes, the planning commission shall follow the procedures set out herein and shall be guided in its decision and the exercise of its discretion to approve, approve with conditions, or to deny by the following standards:

(1)

Sufficiency of statements on ownership and control of the development and sufficiency of conditions of ownership or control, use and permanent maintenance of common open space, common facilities or common lands to ensure preservation of such lands and facilities for their intended purpose and to ensure that such common facilities will not become a future liability for the city.

(2)

Intensity of use and/or purpose of the proposed development in relation to adjacent and nearby properties and the effect thereon; provided, however, that nothing in this subsection shall be construed as granting the planning commission the authority to reduce residential densities below that permitted by the schedule of district regulations set out in this code.

(3)

Ingress and egress to the development and proposed structures thereon, with particular reference to automotive and pedestrian safety, separation of automotive traffic and pedestrian and other traffic, traffic flow and control, provision of services and servicing of utilities and refuse collection, and access in case of fire, catastrophe or emergency.

(4)

Location and relationship of off-street parking and off-street loading facilities to thoroughfares and internal traffic patterns within the proposed development, with particular reference to automotive and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping.

(5)

Sufficiency of proposed screens and buffers to preserve internal and external harmony and compatibility with uses inside and outside the proposed development.

(6)

Manner of drainage on the property, with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the consequences of such drainage on overall public drainage capacities.

(7)

Adequacy of provision for sanitary sewers, with particular relationship to overall city sanitary sewer availability and capacities.

(8)

Utilities, with reference to hook-in locations and availability and capacity for the uses projected.

(9)

Recreation facilities and open spaces, with attention to the size, location and development of the areas as to adequacy, effect on privacy of adjacent and nearby properties and uses within the proposed development, and relationship to community or citywide open spaces and recreational facilities.

(10)

General site arrangement, amenities and convenience, with particular reference to ensuring that appearance and general layout of the proposed development will be compatible and harmonious with properties in the general area and will not be so at variance with other development in the area as to cause substantial depreciation of property values.

(11)

Such other standards as may be imposed by the city on the particular use or activity involved.

(12)

In the event that a site and development plan application is required, no variance to the height, parking, landscape, buffer or other standards as established herein may be considered by the planning commission. The planning commission may consider modifications to these standards under the provisions and requirements for special exceptions.

(n)

Appeals from decisions of planning commission. Wherever in this code the planning commission is required to make a final decision, such decision may be appealed to city council in accordance with the provisions of section 86-21.

6

1