Punta Gorda
Florida's Harborside Hometown



Pickleball Committee

90 Day Study

REPORT

Mission: Investigate and compile facts about Pickleball play in Punta Gorda in order to assist the City Council in determining a long-term solution

Submitted to Punta Gorda City Council

July 3, 2019

The Pickleball Committee of Punta Gorda, FL

was formed, through the election by the Punta Gorda City Council, of seven (7) volunteers: one (1) from each of the five (5) City Districts and two (2) at large. The Council members elected the following citizen volunteers:

- Jeff Carman
- Darcy Hall
- Bill Hughes
- Beth Magnin
- Julie Moriarty
- Donna Peterman
- Deb Sarkisian

The Pickleball Committee members elected Donna Peterman as Chair and Bill Hughes as Vice Chair.

Pickleball Committee Executive Summary

Over a 90-day period examined a number of factors that could help inform a long-term solution including but not limited to:

- Number of courts in Charlotte County where Pickleball is played;
- Increasing popularity of Pickleball;
- History of Pickleball in Punta Gorda;
- Estimate of current/future economic benefit of Pickleball play to City/County;
- Demographics of Gilchrist Park players;
- Impact of Pickleball play on nearby residents, including those who play and non-players as well as other park users;
- Impact of Pickleball play on property values of nearby residences;
- Legal impact of Pickleball play other areas have experienced;
- Noise impact on medical conditions; sound/noise level study of Pickleball play at Gilchrist Park pre- and post- sound abatement material installation;
- Sound survey of Gilchrist Park;
- Alternative locations on City-owned property

Pickleball Intro

What is pickleball and who is playing?



Having a Ball

May 1, 2013, Department, by Elizabeth Beard

- Front Page
- Senior Sports



In the Sunbelt, making a new active-adult community stand out from the multitude can be a challenge. With shuffleboard courts shuffling off to the wayside in the 1980s and 1990s, developers are seeking out new sports that appeal to retiring baby boomers, whose idea of relaxation is far different from that of earlier generations. Enter pickleball.

"We have seen pretty explosive growth in this sport," says Ruth Rosenquist, spokesperson for the USA Pickleball Association, based in Surprise, Arizona. "The number of courts in America has doubled since 2010. The more people are being exposed to the sport and finding out how fun it is, we're just seeing huge growth in parks and rec approaching us about converting courts."

Pickleball is usually played as doubles on a badminton-size court (one-third the size of a traditional tennis court). Players hit a light, plastic wiffleball-type ball with wooden or composite paddles, bringing about comparisons to badminton or ping pong, as well as tennis. But unlike tennis, the game is less about running and more about strategy in knowing where to hit the ball. The lightweight net and inexpensive equipment mean that the game can be quickly and easily set up on any flat surface.

"It's a smaller space — if you play doubles, you've got four players in a pretty intimate area," Rosenquist explains. "It's a very social game. People love it because you just laugh and it's so much fun. That plays into it as well as the aspect of you're not covering as much surface area. It's more about being strategic with your moves and the way you react to the ball. It's more about the strategy than the running….I've played with a lot of 70- and even 80-year-olds who beat me all the time because they've learned to be very strategic."

"It's the fastest-trending senior sport," agrees Jeff Ziegler, community manager at The Highlands at Dove Mountain, an active-adult community of 2,200 in Marana, Arizona, near Tucson. Ziegler, who has a background in parks and recreation, has been observing trends in active-adult activities since the 1980s. His community is in the process of building two permanent pickleball courts after a temporary court in the parking lot soon spawned a club with 50 players and more joining each month.

"The popularity in the activity is that it can be considered a step-down program for some former tennis players who can't travel the large tennis court," Ziegler says. "They can find pickleball with that hand-eye coordination as a paddle game very worthwhile — not only very entertaining but social as well. I can see quite a bit of socialization being generated out of pickleball as an activity."

The USA Pickleball Association estimates that there are now more than 5,600 pickleball courts (almost evenly divided between indoor and outdoor courts) at more than 1,700 locations across the country. Rosenquist believes that up to 30 new courts are added every month. And the number of players has jumped to nearly 100,000 from just 60,000 in 2010. Prominent examples of the sport's growing appeal are new active-adult

Pickleball:
The fastest growing sport in America

Haven't heard of pickleball? It's the fastest growing sport in America and the new craze.



Don't be fooled by the silly name—once you play, you'll keep coming back for more. Although it's all the rage right now, it was actually invented in 1965 in a Seattle suburb.

Pickleball is a paddle sport with combined elements of tennis, badminton and ping pong, and played on a doubles badminton court. The net is similar to a tennis net, but is two inches lower. The game is played with a hard paddle that is similar to table tennis and usually made up of graphite or composite. The ball is comparable to a Wiffle ball.

The game can be played in either singles' or doubles' matches

For new players, the basics of the sport are easy to learn. Typically, one session of three or four games is all that it takes.

New players can readily expect more experienced players to be most willing to take the time to coach them through the initial steps. Once a new player is up and running, one-on-one tutoring can also be provided.

This can be useful and effective when a player has been at the game for a while and wants to improve his/her play. Clinics are offered a few times per year for players to work on specific skills.

Pickleball is played by all ages, but is favored particularly by children and seniors for a few reasons. The speed of the ball moves much slower than the speed of a tennis ball and players find it easier on the body playing on a smaller court.

With that being said, pickleball not only has the fun factor, but it has many health benefits that go along with the sport.

Playing pickleball can boost your mood and overall mental health, you burn calories, and fewer injuries occur due to the low impact nature of the game. Pickleball specifically works on your balance and agility while it also offers the same benefits of other regular exercise. These include reducing your risk of heart attack and chronic disease, toning your muscles and increasing your energy.

Most of all, pickleball is a social sport where you will create friendship anywhere you play.

developments based around pickleball, some including as many as 12 courts and spectator bleachers.

“The learning curve is good in terms of how quickly you can pick up the game,” Rosenquist says. “I’ve seen people come from almost every single different walk of life. I think tennis people gravitate to it most because it reminds them of that sport, but people come from all different backgrounds.”

Although Zielger cautions that pickleball courts can be noisy for a residential area, the growing interest in the sport is no surprise to him — he’s seen baby boomers redefine retirement just as they have redefined lifestyles for decades.
“They don’t want to do things that are old,” says Ziegler, referring to the diminishing interest in shuffleboard. “They still believe they can do what they did 20 years ago.”

He rattles off some startling statistics about his facilities, such as 40,000 uses of the fitness center and 55,000 rounds of golf played each year. Ziegler notes that tennis is still popular as well, especially on synthetic grass courts that are easier on players’ knees. Pilates, strength training and yoga classes are also well-attended by both men and women, and the complex is considering whether to add a second pool just for activities like water volleyball, which is now played four days a week.

“In any community like this, every special-interest group is small compared to the total community,” Ziegler says. “Getting community buy-in on some of these specialty items and trying to help the special-interest groups support some of the fundraising to make these things happen will be a challenge for the future.”

Other sports where he sees growth for active adults include hiking, cycling and bocce.

“People are attracted here because of the outdoor environment year-round. We’ve got 14 miles of hiking trails across the street. Sometimes rather aggressive hiking to the tune of 10 miles or more are among some of the hiking clubs’ activities, and they are probably the fastest-growing group that we see out there as well....I see many more adults age 50-plus who are purchasing bikes and riding seriously. In El Tour de Tucson, which is held each November and has 5,000 to 8,000 riders in it, the number of adults participating in that activity is growing significantly,” Ziegler says. “Bocce is somewhat of a sport game, and the social aspect of the sport and skill gives you a little bit of the effect of the old format of lawn bowling. But because of the European history and the socialization aspect of it, people are seeing that as fun to do.

“Everything physical seems to be on the increase as the baby boomers are starting to hit our market more heavily and starting to purchase and move into these type of communities,” Ziegler continues. “Everything that they grew up with, they’re planning to bring with them.”

Elizabeth Beard *is Managing Editor of* Parks & Recreation.

Pickleball: The fastest growing sport you've never heard of

April 21, 2019, 10:28 AM EDT By Amanda Loudin – NBC News

Looking for a new warm-weather sport? Try pickleball. And, no, it's not just for seniors.

Because most pickleball games are played on retrofitted tennis courts, it's quick and easy for a parks and recreation department to get the game up and running.

One of the fastest growing sports in America involves a court and a net. And, no, it's not tennis or badminton, it's pickleball. Yes, *that* pickleball, the one your grandma plays, and the one you may consider beneath your athletic pay grade. Time to rethink that.

Pickleball has had a 650 percent increase in numbers over the last six years, according to USA Pickleball Association (USAPA). The biggest subset of that growth is not in the over-60 crowd, says Justin Maloof, executive director of USAPA, but the younger set. "When the sport first caught on in the sunbelt states around 2009, it was at 55-plus centers and RV communities," he says. "It snowballed from there. But these days, there are many municipalities and parks and rec departments that are setting up courts, making it accessible to a younger crowd."



That's how 49-year old Rocky Brown first learned of the sport. The Woodbine, Md., real estate professional gave the game a try through his local parks and recreation department and before he knew it, Brown was hooked. "I fell in love with it, found a league and soon was playing five days a week," he says. "I wanted to help it grow locally, so I became the league director."

Now Brown oversees a league that plays on multiple days per week and offers beginner, intermediate and advanced levels. The Wednesday night, intermediate league now has 120 players, up from just 30 a couple of years ago. And while there are certainly senior citizens in the league, there are plenty of middle-aged and younger participants moving around the courts as well.



A pickleball player participates in the 2017 USAPA National Championships in Arizona.

What is pickleball exactly?

For the uninitiated, pickleball is something of a mix between tennis, racquetball and ping pong. Players use special paddles and a wiffle ball, and games take place on tennis courts with specific pickleball lines. Nets and court sizes are smaller than their tennis counterparts, and the most common game is doubles, although singles is also an option. It has its own set of quirky rules — for instance, try to stay out of the "kitchen"— but they're easy to learn.

Josh Jenkins, who is Brown's 30-year old partner and plays in professional tournaments around the country, says the game appeals for several reasons. "For one, it's very social," he says. "You'll see a big mix of demographics out there."

Another factor Jenkins appreciates is its mental component. "You need to out-think your opponent," he says. "There's a lot of strategy that goes into playing."

The game is also quick, making it a convenient way to get in some exercise. Games in a typical league run only 15 minutes each — you can get in as little or as much as you want. Brown likes to go for broke. "I wear my fitness tracker when I play and after two hours, I've moved the equivalent of four miles of walking," he says. "But the nice thing is that if you're playing doubles, you can get in a workout without killing yourself."

Pickleball is inexpensive and requires minimal gear

Pickleball is also affordable, making it accessible to all. A beginner can pick up a basic wooden paddle and balls at retailers like Dick's Sporting Goods or on Amazon for around $30, although prices for composite paddles can run into the hundreds of dollars. As the game grows and spreads throughout the country, access to many municipal courts is free, and even league play is relatively cheap when compared to other racquet sports.

Because most pickleball games are played on retrofitted tennis courts, it's quick and easy for a parks and recreation department to get the game up and running, too. "You don't need dedicated courts, so with some tape and a portable net, you can be good to go within a half hour," says Maloof.

All of these factors are contributing to the rapid growth the sport is enjoying, but so too is a push from USAPA. "We've got over 1,800 ambassadors out there spreading the word," says Maloof. "We've also got a 'places to play' database all over the country, and the sport is getting a good deal of attention from media right now."

There's no shortage of information available for the beginner on up to the elite, from a dedicated YouTube channel, to a bi-monthly magazine, and even books on the topic. Jenkins, for his part, has co-authored a children's book on the sport called "Pickleball with Pop," aimed at drawing kids into the game.

There’s even the first pickleball-themed restaurant, Chicken N Pickle, a combo of indoor/outdoor courts, a chicken, beef and pork restaurant that also serves craft beers. The pickleball-playing owners launched the first location in Kansas City, have expanded to Wichita, and will soon open in San Antonio.

Pickleball is for everyone

Brown says that pickleball is a great family sport, too. The father of twin nine-year olds, he loves getting the entire family out on the court. “Anyone can play, from eight-year olds up to 100-year olds,” he says. “It’s great for hand-eye coordination for younger kids.”

As to the sport’s future, Jenkins sees no signs of it slowing down and eventually envisions it as a varsity sport. “It’s already an intramural sport on many college campuses,” he says, “and because it is affordable, it would be a natural progression for it to get to high schools.”

Why Is Pickleball So Addictive?

Gamma Sports News April 12, 2017



The pickleball craze is sweeping the nation, and for good reason: pickleball can be downright addictive! But why?

There are a ton of reasons why people who start playing pickleball just can't stop. Here are a few of our favorites.

Pickleball is easy to play.

It doesn't take much for pickleball newbies to start volleying back and forth with an opponent. You won't spend quite so much time chasing and picking up balls in the same way you would as a first-time tennis player. A high success ratio means more time for fun, and less time worrying about the perfect shot.

Pickleball is a social sport.

We love the fact that the pickleball community is so welcoming, inviting and enthusiastic! Many pickleball players got started after being invited to play when they were casually watching a match from the sidelines. Pickleballers love to induct newbies into the game, making it easy to make new friends.

It's fun for all ages …

One of the best things about pickleball is that anyone can play, no matter their age. Older folks can easily compete with younger players (and maybe even show them how it's done, if you know what we mean!). Part of this is due to the fact that pickleball equipment helps control the speed of the game; you won't get the same kind of high-powered tennis shots in pickleball as you would in other racquet sports.

… but it's still a fast-paced sport.

Just because the equipment controls the speed doesn't mean the game is slow. Anyone who's ever been in a dink rally would certainly beg to differ with that! Time flies when you're playing pickleball. A smaller court means that you need to be on your toes. Your opponent may not be slamming the ball at the baseline as in tennis, but the volleys will be coming fast and furious!

It's easy to make time for pickleball.

Pickleball doesn't take a lot of time to play. Matches are quick, allowing for fast turnover on the courts. You can take a quick pickleball break and get right back into what you need to do. You don't need a special place to play, either. In fact, you can easily turn a tennis court into a pickleball court or play in a rec center.

You have fun building skill over time.

Like we said, anyone can pick up a paddle and start playing opponents the same day. However, you develop better technique the more you play. You start to see the difference between a power shot and a smooth finesse shot. You start trying to outsmart your opponent. And then, the magical day comes when you hit the perfect dink. Then you just want to do it again, and again …

Equipment is affordable.

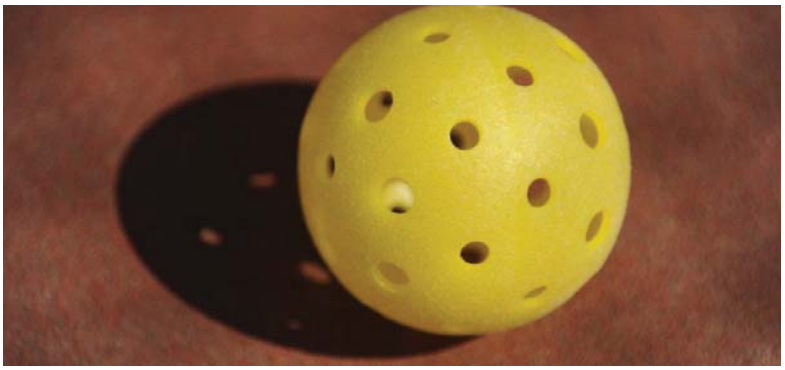
You don't have to invest in a lot of special equipment to play pickleball, so you can get started fast. It's easy to find affordable paddles and balls. GAMMA Pickleball offers a fantastic starter bundle for pickleball newbies!

Taking Over Tennis: Pickleball Picking Up Heat as Latest Active Trend

A resurgence of the 60's sport is taking foot around the globe, including Mike Meldman's Discovery Land Company Properties



By Darren Heitner, Founder, Heitner Legal
Published on: Aug 13, 2017



Pickleball is trending nationwide as a sport played as an alternative or in addition to tennis. Invented in the 1960s in a Bainbridge Island, Washington backyard, pickleball is a blend of badminton, tennis and ping pong. A pickleball court is slightly smaller than one used for tennis and players use larger sized ping pong paddles to hit a ball similar to a whiffleball.

One reason for the quick growth of the sport is its adoption by major corporate entities and celebrities.

Discovery Land Company (DLC) Chairman Mike Meldman is responsible for igniting the trend of pickleball throughout his company's portfolio of luxury residential private club communities. The pioneering real estate development firm encompasses some of the most exclusive destinations, including the forthcoming Silo Ridge Field Club, a private residential luxury golf and outdoor recreation community just a 90-minute drive from Manhattan. The exclusive heirloom community sits on 800 acres in the Hudson Valley and will offer 285 residences, a world-class 18-hole Tom Fazio-designed golf course, a family barn for recreational gatherings, year-round field house for extensive sports and recreation programming, including pickeball.

"It's becoming one of the biggest sports at all of our properties," said Meldman.

While DLC properties are known around the world for their acclaimed Tom Fazio-designed golf courses and region-specific outdoor pursuits -- like archery, equestrian, fishing and hunting -- pickleball has turned into one of the most popular pastimes for members.

"At Discovery Land Company we want to create experiences that are passed down from generation to generation, and it's all about activities that encourage members to enjoy time together as a family," said Meldman. "Pickleball is a perfect way to help foster the deep sense of community and interaction that we care so much about at Discovery."

DLC launched its first pickleball court at The Madison Club in La Quinta, CA, followed by Gozzer Ranch Golf & Lake Club at Lake Coeur D'Alene, ID, and now you can find a pickleball court at almost all of DLC's 20 properties.

"Everyone from golfer Phil Mickelson to tennis legend John McEnroe have played pickleball on our courts. Even Hank Haney, one of the greatest golf instructors of all time has turned into a student of pickleball," said Meldman. "Pickleball is an active, social, and athletic sport that can be played by anyone, which is why so many of our members love it. All ages and skill levels can play together, and there is a steep learning curve so beginners pick it up quickly."

A favorite pastime of members at DLC's Baker's Bay in the Bahamas and El Dorado in Cabo, pickleball can be played all the time by families and couples alike.

Barry Sternlicht's 1 Hotel South Beach is unveiling its own pickleball courts in Spring 2018. As a part of its Members-Only Beach Club, patrons will be able to play pickleball with friends then relax in private air-conditioned cabanas, or soak up the sun along 600 feet of pristine white sand.

Pickleball has gone viral in stores as well, with kits to play at home selling out at the Flying Point Surf & Sport in the Hamptons. Whether playing singles or doubles for fun or in a tournament, pickleball is great exercise for families, couples or singles of all ages.

USA Pickleball Association
2019 Pickleball Fact Sheet

Pickleball is a court sport played on a badminton-sized court with the net set to a height of 34 inches at the center. It is played with a perforated plastic ball like a wiffle ball and composite or wooden paddles about twice the size of ping-pong paddles. It can be played indoors or outdoors and is easy for beginners to learn, but can develop into a fast-paced, competitive game for experienced players. In addition, the game has developed a passionate following due to its friendly, social nature, and its multi-generational appeal.

Pickleball can be played as singles or doubles. New players can learn the basic rules quickly in a single session. No special apparel is needed – just something comfortable and appropriate for a court sport. Equipment is inexpensive and easily portable. The game can be played by all ages and is particularly popular in school P.E. programs and in adult living communities.

The sport is governed by the USA Pickleball Association (USAPA.org), which maintains the rules, promotes the sport, sanctions tournaments, and provides player rankings. For more information, please visit: www.usapa.org

History

2019 marks the 54th Anniversary of pickleball, as it was invented in 1965 on Bainbridge Island, a short ferry ride from Seattle, by three enterprising dads – Joel Pritchard, Bill Bell, and Barney McCallum. Their children were bored with their usual summertime activities. It evolved from the original handmade equipment and simple rules into a popular sport throughout North America and is now taking off in other parts of the world.

The origin of the game's name is very interesting, especially since no pickles are used. Accounts of how the name originated differ. According to Joel Pritchard's wife (Joan), she started calling the game pickleball because "the combination of different sports reminded me of the pickle boat in crew where oarsmen were chosen from the leftovers of other boats". However, according to Barney McCallum, the game was officially named after the Pritchards' dog Pickles who would chase the ball and run off with it. According to McCallum, "The Pritchards had a dog named Pickles, and you're having fun at a party, right? So anyways, what the hell, let's just call it pickleball."

Others claim both accounts may be true. In the early years, no official name was assigned to the game. However a year or two after the game was invented, the Pritchards purchased a cocker spaniel and named it Pickles. As the game progressed, an official name was needed and "pickleball" was it.

The Court

A pickleball court is 20' x 44' for both singles and doubles. The net is hung at 36" at the ends and hangs 34" in the middle. A non-volley zone extends 7' back from the net on each side, commonly called "the kitchen." In 2017, USAPA and the American Sports Builders Association (ASBA) co-produced and

released an official pickleball courts construction and maintenance manual for the industry. Copies of this manual can be purchased at: https://www.sportsbuilders.org/publications/

The Equipment

Competitive paddles used in pickleball are constructed from a high-tech composite, ranging in cost from $50-$150 each. An official pickleball is made of plastic and is between .78 to .935 ounces and 2.874 to 2.972 inches in diameter. There are no color restrictions other than the ball must be a single, consistent color. The USAPA has tested and approved several outdoor and indoor balls for official tournament play.

Places to Play

Every US state and all Canadian provinces now have pickleball venues. Senior residence communities, YMCAs, local community recreation centers, schools and parks are just some of the places likely to have pickleball courts. The USAPA compiles the most up-to-date and comprehensive listing of places to play on a new dedicated website: places2play.org. The known places to play total of 6,885 at the end of 2018 represents an increase of 1,016 or approximately 85 new locations per month.

Tournaments

The USAPA supports and sanctions tournaments throughout the United States. See Upcoming Events List for a current list of upcoming pickleball tournaments. In 2009, the USAPA held the first Nationals Pickleball Tournament in Buckeye, Arizona. Over 400 players participated in divisions for all ages. In 2018, the Margaritaville USA Pickleball National Championships were held at the world-renowned Indian Wells Tennis Garden, just outside of Palm Springs, CA. The event was the largest pickleball tournament to date, with more than 2,200 registered players competing for $75,000 in prize money; the largest cash purse in the history of the sport. Click here for detailed information. The event also marked the first time, the sport was covered by ESPN with 17 hours of live broadcasting on ESPN3 and a 1-hr. special presentation which aired on ESPNEWS.

Estimated Pickleball Players Within the United States

Sports & Fitness Industry Association (SFIA) 2017 Pickleball Participant Report, they reported pickleball currently has 3.1 million players in the US – an increase of 12% over the previous year. SFIA is the premier trade association for top brands, manufacturers, retailers and marketers in the American sporting goods and fitness industry 1906. In 2016, SFIA produced a detailed Pickleball Participation Report which provided the following details:

- 1.57 million were “Casual” participants who play 1-7 times a year
- 930 thousand were “Core” participants who play 8 or more times a year
- The rate of growth in participation from 2014 to 2015 was 1.8%, from 2.462 million to 2.506 million (Note: this growth rate is likely underestimated since 2014 was the first year for including pickleball in the SFIA report and the base number is open to question)

Comparing Casual and Core participants:

- Casual were 63% male and 37% female
- Core were73% male and 27% female

The age breakdown for Casual and Core are very different... with Core players being, on average, significantly older

- ages 6-17: Casual 18.5%; Core 0.8%
- ages18-34: Casual11.7%; Core5.5%
- ages35-54:Casual 29.4%; Core 19.2%
- ages55-64:Casual7.7%;Core31.8%
- age 65+: Casual 5.4%; Core 42.7%

13% of Casual participants and 75% of Core participants are age 55 and older
The 2.5 million participants represent 0.9% of the US population

The regions with the largest number of Core participants were
▪ Pacific (CA, OR, WA) = 263,000
▪ East North Central (WI, MI, IL, OH, IN) = 200,000
▪ South Atlantic (FL, GA, SC, NC, VA, WV, DC) = 174,000

Any citation of this data should reference the SFIA report as its source.

The USA Pickleball Association www.usapa.org
The USAPA was formed in 2005 to promote the sport. It maintains the official rules, sanctions tournaments, provides player rankings and produces the annual USA Pickleball National Championships Tournament. It is run by an Executive Director, staff and a volunteer board of directors supported by an all-volunteer ambassador corp. and thousands of dues-paying members.

USAPA Ambassador Program
USAPA currently has a network of over 1,800 volunteer ambassadors who have pledged to promote the sport of pickleball and the USAPA in their local area. They serve as local representatives for USAPA for all activities related to pickleball within the area they represent. Ambassadors support and abide by all official rules, assist with local clinics/tournaments and look for opportunities to add/grow the game in their community. The USAPA Ambassador Search feature can be found on the USAPA website.

Community Grant Program
A USAPA Community Grant will provide current USAPA members a maximum of $250 reimbursement for the purchase of qualified pickleball equipment dedicated to a specific location. Special considerations will be given to locations with written “new player” training programs, areas with few pickleball locations in the vicinity, and individuals and groups that USAPA deems most in need of financial assistance. For more information please.

High School Grant Program
The High School Grant Program will award a maximum of $350 in reimbursement to USAPA members for the purchase of start-up pickleball equipment for regular high school physical education classes and after school programs. The grants funding will be equally targeted to every defined USAPA region and when feasible awarded to different communities within the region. Considerations will be given to schools and districts where pickleball is being introduced into the high school physical education curriculum and

schools that USAPA deems most in need of financial assistance. For more information please click on the following link:

USAPA Social Media
Visit Facebook.com/USA Pickleball Association.
Visit (Instagram link)
2018 USAPA Facts and Highlights
▪ Places to Play: USAPA Places to Play Database: 6,885
▪ Membership: 30,803 (increase of 8,649 or 720 per month). Since 2013, USAPA membership has increased 650%
▪ Total Courts: 20,933
▪ Ambassadors:1,812
▪ Grants: USAPA awarded 131 Community Grants and 22 High
School Grants, with a total allocation of $40,000. Pickleball Central joined USAPA and donated 880 wooden paddles to various programs.
▪ 2018 National Championships: The Margaritaville USA Pickleball National Championships set a new player registration record with over 2,200 registered players and a highest cash purse of $75,000.

Fundraising: USAPA efforts raised over $40,000 in support of the St. Jude Children's Research Hospital – the official national charity of USAPA.
Certified Referees: USAPA added another 57 certified referees bringing the new yet growing list to 161 certified referees.
Referee Evaluators: USAPA trained and approved 2 new certified Referee Evaluators bringing the total to 10.
Medal Matches: All medal matches in the 2018 Margaritaville USA Pickleball National Championships were called by USAPA certified referees.

▪ USAPA UTPR Ratings: USAPA partnered with Pickleballtournaments.com to produce and launch the sports first results-based tournament player ratings (UTPRs). See https://www.usapa.org/usapa-tournament-player-ratings/
▪ Professional Pickleball Registry: USAPA partnered with the newly formed Professional Pickleball Registry (PPR), a subsidiary of the Professional Tennis Registry (PTR). During their first six months in operation, PPR has certified over 1,000 new pickleball instructors. See https://www.usapa.org/usapa-ppr-agreement/
▪ Desert Champions, LLC: USAPA entered into a multi-year agreement with Desert Champions, LLC to host the National Championships at the Indian Wells Tennis Garden in Indian Wells, CA. See https://usapickleballnationalchampionships.com/
▪ Hall of Fame: 2018 Inductees were Fran Myer, Earl Hill and Bob Lanius.
▪ FacebookLiveStreaming:USAPAFacebookteamcarriedseveral live matches on Facebook and had a total reach of over 1.5 Million viewers.
▪ Newsletter: USAPA produced 6 newsletters in 2018. Archive copies of the newsletter are available at https://www.usapa.org/usapa-newsletter/
▪ Pickleball Magazine: USAPA's publishing partner, Dollard Publishing produced another 6 Pickleball Magazines during 2018 see https://usapa.org/pickleball-magazine/
▪ Referee Training Page: To help educate and inform referees and the general public on referee matters,

the USAPA launched a comprehensive webpage. See https://www.usapa.org/referee- training-tools/

▪ RefereeHandbook:TheUSAPARefereeHandbookwasupdated in 2018 by the Certified Referee Handbook Committee.
▪ Referee QuickStart Video: The USAPA produced and released a comprehensive training video designed to educate the public on the basics of refereeing pickleball matches. See https://www.youtube.com/watch?time_continue=11&v=M2QDfb I4ovg
▪ Ambassador Handbook: The first USAPA Ambassador Handbook was developed in 2018 by a special committee of ambassadors. The book was distributed in December and will be updated periodically with new sections.
▪ Paddles: USAPA tested and approved 132 paddles in 2018.

For photo requests and media inquiries
Email: Media Relations USA Pickleball Association P.O. Box 7354
Surprise, AZ 85374

Pickleball In Punta Gorda

Spotlight on what has taken place within the city



EXCERPT **EXCERPT** **EXCERPT**

CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, JANUARY 4, 2012 9:00 A.M.

Proposal to create Pickleball Courts in Gilchrist Park

City Manager Kunik reported a group of residents had submitted a proposal, as delineated in the agenda material, for the City to consider creation of pickleball courts by converting two of the existing four tennis courts in Gilchrist Park to eight pickleball courts. He provided information on the current use of the tennis courts, adding the proposal was to convert the two courts closest to the playground into pickleball courts. He mentioned an alternative of painting pickleball lines on two of the existing courts, thereby allowing use for both sports at an estimated cost of $2,000. He advised the second option would allow staff to gauge participation rates and interest in a more permanent solution.

Note: Councilmember Freeland returned to the meeting at 11:34 a.m.

Mayor Albers and Councilmember Wallace concurred with staff's suggestion for painting lines.

Councilmember Goldberg suggested the new lines be painted in a different color.

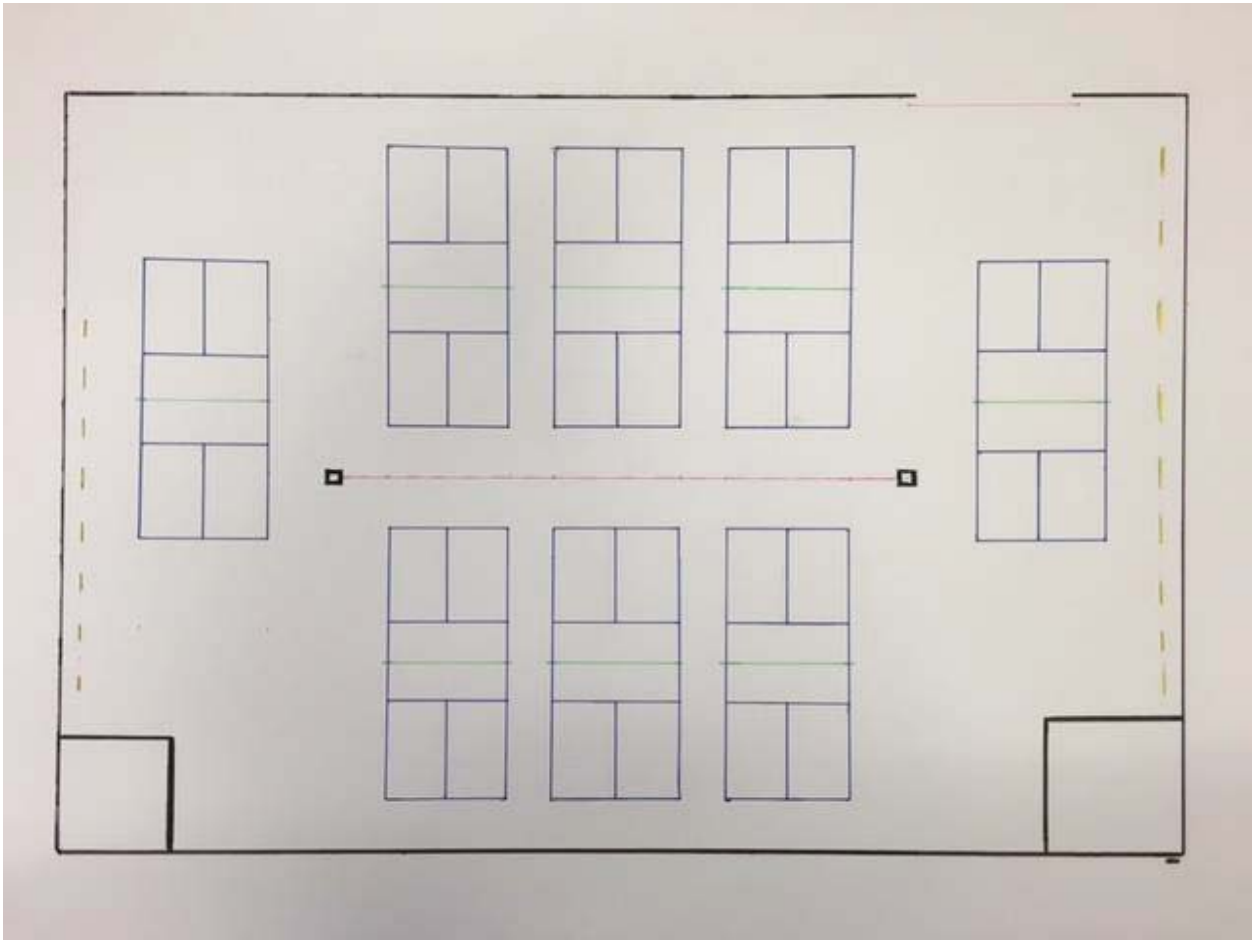
Consensus of members was to concur with staff's suggestion for repainting lines.

Pickleball Presentation Presented at the May 04, 2016 City Council Meeting

Pickleball Options

- Herald Court Centre Roof
- Trabue Park @ Harborwalk East

Proposed Rooftop Layout
8 Courts



Issues with Proposed Design

a) Area falls a few feet short for recommended aprons recommended (34’ x 64’)

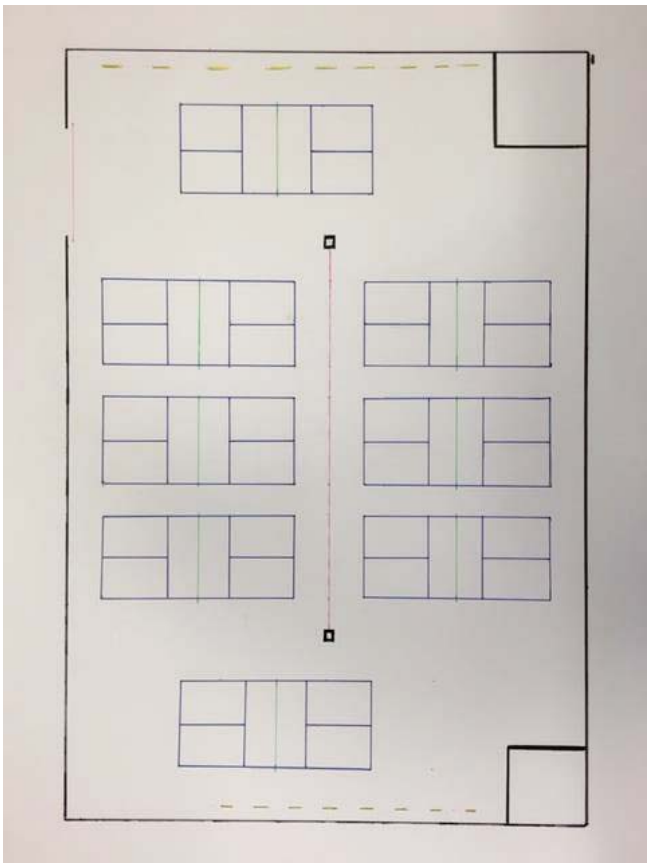
b) Removal of perimeter parking stops may be a safety concern as they provide protection for parapet walls

c) Slopes around drainage inlets could cause stumbles

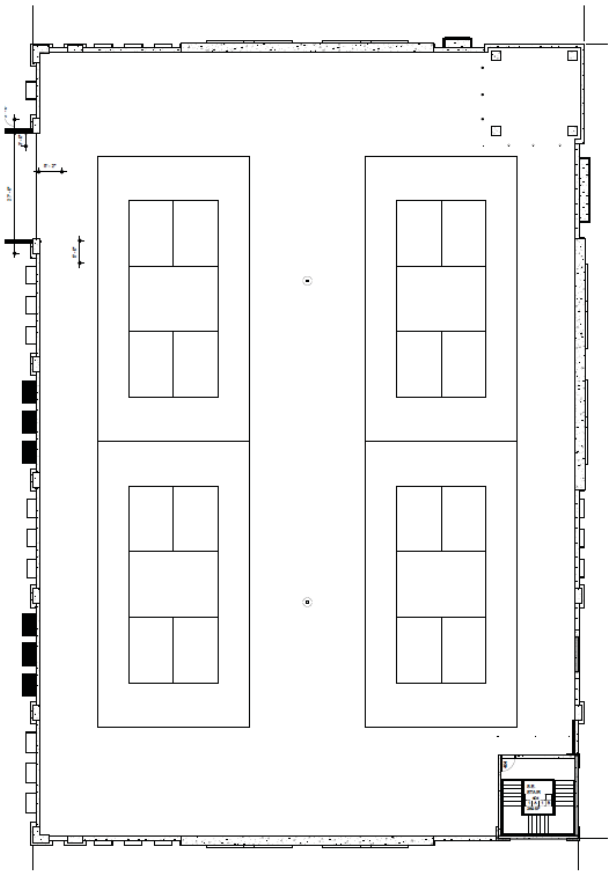
d) Lighting and netting attachments will require structural engineer review

e) Courts not oriented North-South

Proposed Layout
8 Courts



Recommended Layout
4 Courts



Proposed Rooftop Layout

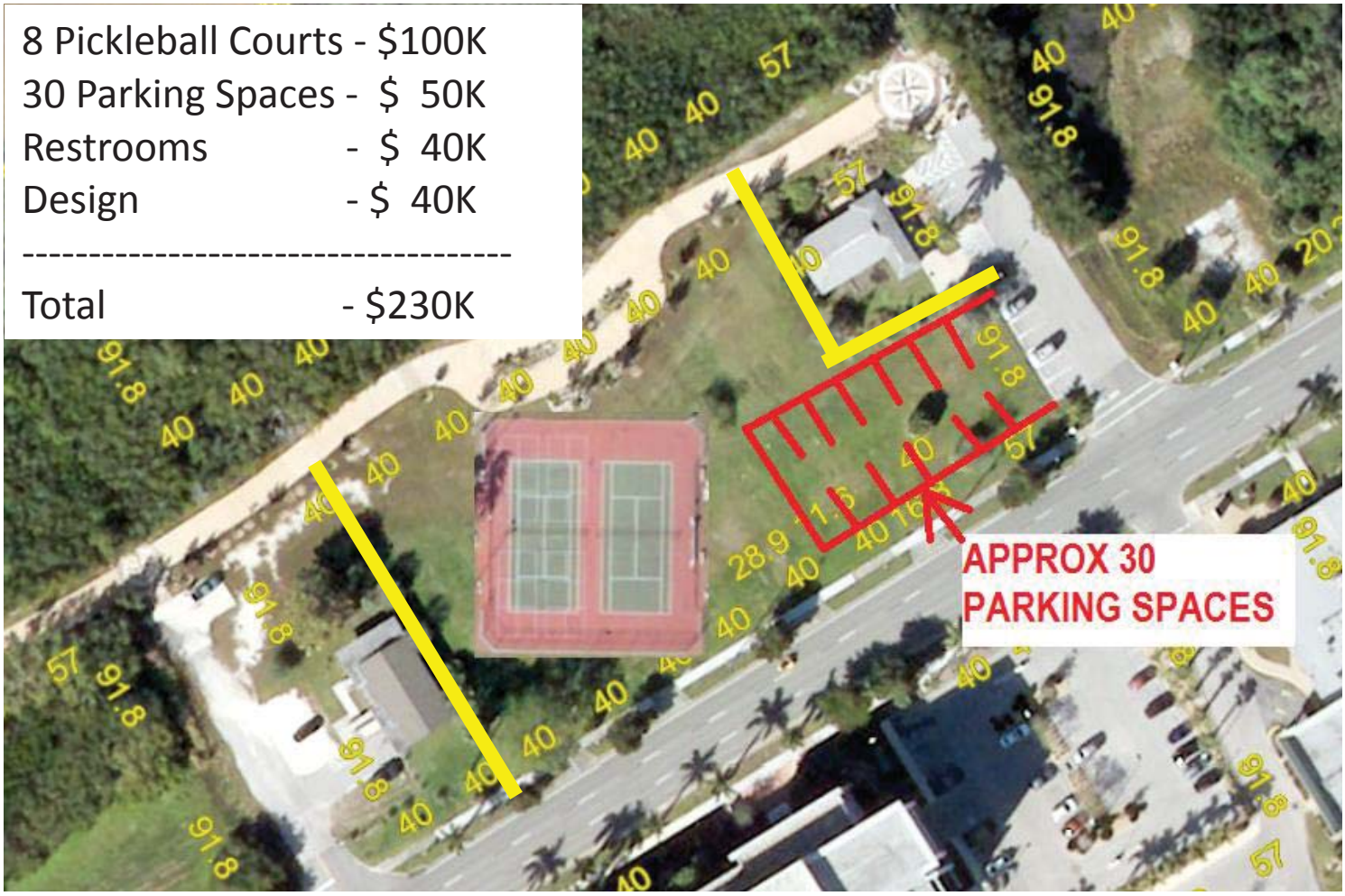


Perimeter Netting	$ 6,000.00
Posts for Perimeter Netting	$ 6,000.00
Lighting Design	$ 2,500.00
Lighting Fixtures	$ 12,000.00
Electrical Contractor	$ 5,000.00
Structural Engineer Review	$ 5,000.00
Court Coating and Painting	$ 8,000.00
Court Nets (Portable)	$ 1,000.00
Removal of Parking Stops	$ 500.00
Signage	$ 200.00
Total	$ 46,200.00

Trabue Park Option

8 Pickleball Courts - $100K
30 Parking Spaces - $ 50K
Restrooms - $ 40K
Design - $ 40K

Total - $230K



End of presentation

CITY OF PUNTA GORDA, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY MINUTES
REGULAR MEETING – MAY 4, 2016

MEMBERS PRESENT: Cavanaugh, Devine, Keesling, Prafke, Sturges, Weikel, Wein

CITY OFFICIALS PRESENT: Executive Director Kunik, CRA Attorney Levin, Recording Secretary Smith

Chair Keesling called the meeting to order at 9:22 a.m.

Citizen Comments - CRA Agenda Items Only

Mr. Dave Fox, Peace River Picklers, spoke regarding Pickleball, thanking City Council for their support.

CRA Project Status Report May 2016

Executive Director Kunik displayed a PowerPoint presentation, as delineated in the agenda material, reporting on the rentals of marina slips and the community room at Laishley Park as well as pump-out boat activity. He provided updates on the following projects: Marina Building Improvements; Harborwalk Projects; Vietnam Veterans Memorial Wall; South County (Punta Gorda) Library & Archive; Herald Court Centre Leases; Affordable Housing; East Side Community Garden.

Chair Keesling inquired whether the County had approved the City's recommendation for the library name.

Executive Director Kunik replied he would follow up.

Commissioner Cavanaugh inquired if the remaining space at Herald Court Centre would be marketed as one contiguous space.

Executive Director Kunik replied in the negative.

Approval of Minutes: Regular Meeting of April 6, 2016

Commissioner Sturges **MOVED** approval, **SECONDED** by Commissioner Devine. **MOTION UNANIMOUSLY CARRIED.**

Additional Pickleball Court Options

Mr. Mark Gering, Engineering Manager, displayed a PowerPoint presentation on Pickleball Options, as delineated within the agenda materials. He reviewed the proposed layout for eight Pickleball courts on the Herald Court Centre rooftop, noting there were several issues related to same; therefore, four courts at a cost of $66,000 would be preferable for that site. He reviewed the Trabue Park option, noting same consisted of eight courts, 30 parking spaces and restrooms for a cost of $270,000.

Commissioner Cavanaugh inquired as to funding sources.

Executive Director Kunik replied as additional park amenities, funding could come from park impact fees or possibly reserves; however, it was not budgeted, clarifying it would not be Community Redevelopment Agency funds.

Chair Keesling stated she could not approve same if it was not budgeted.

Commissioner Sturges opined additional courts were a wish list item rather than a needs item.

Commissioner Wein questioned whether the Pickleball players and downtown business owners had been approached regarding the idea of the courts on the garage roof, opining it was an interesting idea and could generate additional traffic downtown.

Commissioner Weikel **MOVED** to reject both plans, **SECONDED** by Commissioner Devine.

Commissioner Prafke voiced objection to the idea of Pickleball courts on the garage roof, reiterating it would make more sense to put additional courts on a wish list. She suggested discussing with the County the possibility of a joint project at South County Regional Park.

Voting Aye: Cavanaugh, Devine, Keesling, Prafke, Sturges, Weikel.

Voting Nay: Wein.

MOTION CARRIED.

The meeting was adjourned at 9:40 a.m.

_____
Chair

_____
Recording Secretary

TRABUE PARK

CITY OF PUNTA GORDA FLORIDA

CITY CONTACT

Mitchell S. Austin, AICP
Urban Planner/Bicycle & Pedestrian Coordinator
Phone: 941-575-3335
Email: maustin@pgorda.us

INRTODUCTION

Since the late 1990's the City has been actively acquiring properties along the Peace River east of the historic downtown. This land acquisition is part of a long term vision to create a park along this section of the historically platted areas of the City which would serve similar function as Gilchrist Park does along waterfront west of the downtown.

With most of the land assembled by 2007 design work began on designing and constructing Harborwalk (East). This section of Harbowalk is part of the Punta Gorda Pathways. The Pathways are a system of shared use paths that connect all the major neighborhoods of the City to parks, commercial areas, cultural and social destinations providing safe and convenient non-motorized transport. The Pathways system was initially designed to be 17 miles in length, as of 2016 approximately 9 miles of this system have been completed with additional projects in the pipeline. The Pathways are a fully integrated piece of the parks system of the City with amenities ranging from outdoor fitness zones to Florida Master Naturalist lead walking tours of native flora.

There has been interest in making park improvements to some of the land owned by the City at various points since their acquisition; however, no design development or construction has occurred. Currently there is strong desire to find a new home for pickleball (like Tennis with smaller court) Courts which are currently located in Gilchrist Park due to noise and parking concerns. This project is intended to accommodate relocation of pickleball courts to Trabue Park with appropriate amenities, parking, and other park improvements.

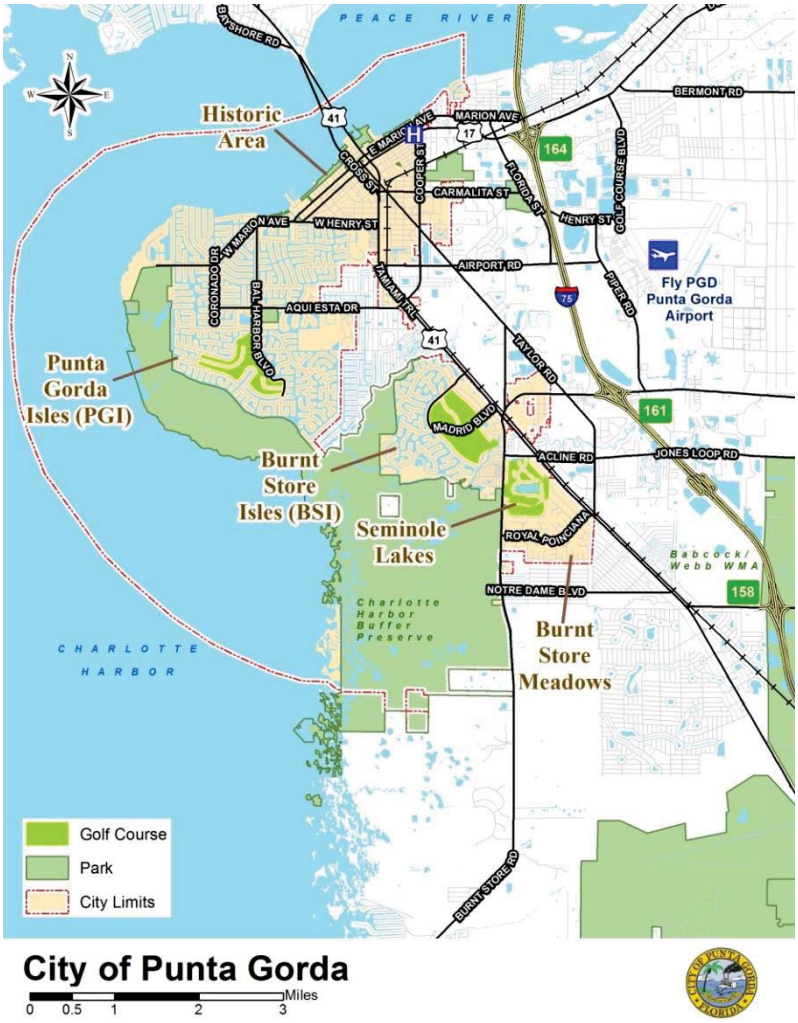
PROPOSED IMPROVEMENTS

- **Pickleball courts**
  - **8 or more regulation courts**
  - **Lighting**
- **Picnic Pavilion(s)**
  - **ADA accessible**

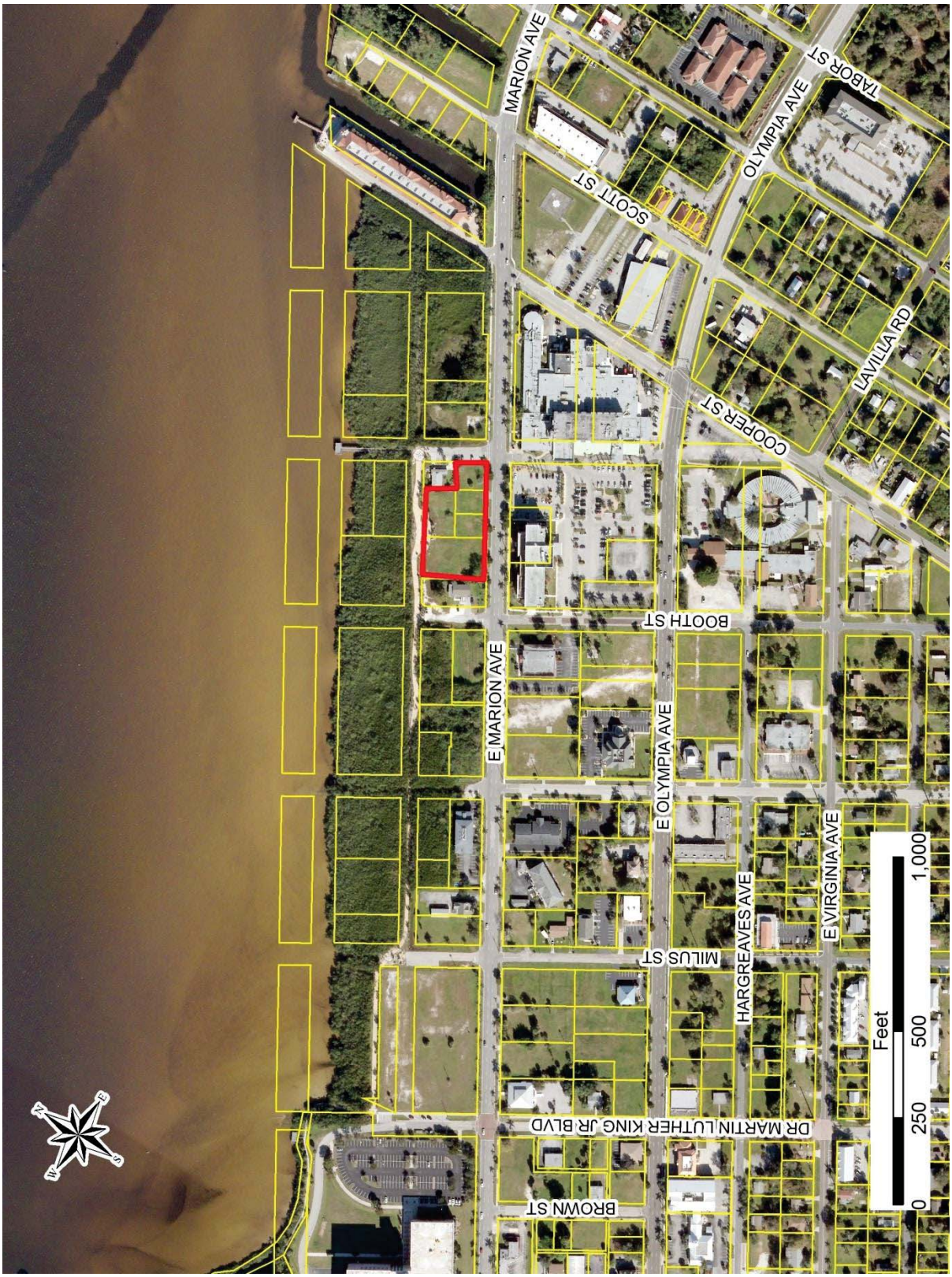
- Grill(s)
- Adjacency to Pickleball courts

- Restrooms
  - Sized for anticipated demand based on park amenities
- Parking
  - Efficient parking for at least 20 vehicles
- Landscaping
  - Suitable for park amenities & site conditions
- Additional amenities
  - Fitness Zone
  - Drinking fountain
    - Bottle Filler
  - Strategic seating
    - Benches
    - Seating wall(s)

CITY OF PUNTA GORDA



GENERAL AREA - 2014 AERIAL



DETAIL AREA – TRABUE PARK



CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, NOVEMBER 2, 2016, 9:00 A.M.

UNFINISHED BUSINESS

Pickleball Options

Mr. Mark Gering, City Engineer, explained three options were proposed to address the noise issue associated with pickleball at Gilchrist Park: vegetative buffer, estimated cost of $8,500; acoustic fence material to potentially reduce noise by 50%, estimated cost of $16,000; installation of 8 pickleball courts and a restroom on Harborwalk East in Trabue Park, estimated cost of $460,000. He explained the vegetative buffer would include 25 gallon Buttonwoods and 5 gallon Cocoplums, each placed 6 feet apart. He noted the acoustic fence material would need to be removed in the event of severe weather and the existing fence reinforced.

Mayor Keesling stated she wished to see photographs of Buttonwoods and Cocoplums, adding she understood there was a problem with Arecas.

Ms. LeBeau explained Arecas were not native, and rats were a problem due to the plant's density. She clarified Arecas could be used but were not recommended from an arborist's standpoint. She noted Arecas were also high maintenance, requiring constant trimming and cleaning.

Mayor Keesling clarified a Buttonwood was a large tree, expressing a preference for a hedge.

Councilmember Devine stated Buttonwoods could be trimmed in a way so as to form a hedge.

Councilmember Wein opined Council might be trading one problem for another in that the proposals being discussed this date could become a view issue for neighboring property owners. He questioned the City's liability if no action was taken, pointing out this was a public park. He expressed empathy with regard to the noise issue; however, Gilchrist Park was utilized by hundreds of people.

City Attorney Levin stated he preferred not to speculate since he had not reviewed the complaint.

Mayor Keesling clarified the problem was not the actual game of pickleball but rather the large number of people playing.

Councilmember Cavanaugh noted the proposed landscaping would negatively impact pickleball spectators.

Mayor Keesling commented players had been very cooperative. She reminded everyone Gilchrist Park would soon be under construction for a long period of time; thus, landscaping might make the site more visually appealing.

Councilmember Devine commented she did not feel landscaping was the solution, stating she preferred to spend money on a permanent solution. She suggested working with Charlotte County on a designated pickleball site. She noted small fixes were generally a waste of money.

Councilmember Wein commented on the citizens group which raised $100,000 for the Gilchrist Park playground, suggesting something similar for this issue.

Councilmember Devine confirmed players were more than willing to fund raise and, in fact, had done so to renovate the existing courts.

Discussion ensued with regard to creation of a separate pickleball tournament venue.

Consensus was to designate Councilmember Prafke as the pickleball liaison, make no changes to Gilchrist Park and pursue establishment of pickleball courts at the South County Regional Park.

Monk's Parakeet and Pickleball

On May 2, 2019, at 10:29 AM, Joan LeBeau <JLeBeau@cityofpuntagordafl.com> wrote:

Hi Betty,

Do you know anything about the parrots in Gilchrist Park? I have been asked by the Pickleball Committee to see if there is a correlation in their disappearance from the area because of the noise from the constant noise from the pickleball courts.

If you don't know is there anyone you can think of anybody else I can contact? Thanks in advance for any assistance you can provide.

Joan LeBeau
Urban Design Manager
Urban Design
City of Punta Gorda

From: Staugler,Elizabeth A [mailto:staugler@ufl.edu]
Sent: Thursday, May 02, 2019 10:47 AM
To: Joan LeBeau <JLeBeau@cityofpuntagordafl.com>
Cc: Mitchell, Ralph <Ralph.Mitchell@charlottecountyfl.gov>
Subject: Re: Question

Hi Joan... I'm familiar with the parrots but am not a bird expert to know their behavior. I think it would be hard to pinpoint pickle ball noise as the cause for their disappearance. There's been a lot of construction. It was a busy season' etc. I don't know how you could isolate a single activity to establish cause and effect.

Ralph does UF have an ornithologist that could assist here? If not maybe someone from the Peace River Audubon.

From: Mitchell, Ralph <Ralph.Mitchell@charlottecountyfl.gov>
Sent: Thursday, May 02, 2019 11:30 AM
To: Joan LeBeau <JLeBeau@cityofpuntagordafl.com>
Cc: Staugler,Elizabeth A <staugler@ufl.edu>
Subject: [EXTERNAL] RE: Question

Joan,

Well, the Quaker parrot is generally considered more of as invasive exotic than anything – mostly to electrical utility companies – please see here - http://archive.naplesnews.com/community/monk-parakeets-make-a-home-in-southwest-florida-ep-401719083-331815661.html - **Monk parakeets make a home in Southwest Florida**

As far as them leaving due to noise levels – I am not sure. I know that they were doing research on them to develop a birth-control material as they are such a problem in some areas. So, the first question I guess is: "Is this a good thing or a bad thing?" That depends on your perspective, but officially, they would be considered invasive exotic birds.

I do know one specialist who may be able to comment – Dr. Bill Kern. I will forward him your inquiry and see what he says.



All the best,

Ralph E. Mitchell
County Extension Director/Horticulture Agent
Charlotte County Extension Service
Community Services

From: michael krzyzkowski <mikekrzyz007@gmail.com>
Date: May 10, 2019 at 9:56:34 PM EDT
To: donna peterman <donnapeterman713@gmail.com>
Subject: Prior request re Monks Parakeets

Hi Donna, we discussed your issue at our board meeting last night. The general consensus was that they have been gone for some time from the Bayfront Center trees, at least for a few years. They have relocated to a few other areas in the Port Charlotte area. We have no data or opinion if the pickle ball court had anything to do with that. I hope this helps.

Best, Mike Krzyzkowski
President, Peace River Audubon Society

Naples Daily News
naplesnews.com
PART OF THE USA TODAY NETWORK

Monk parakeets make a home in Southwest Florida

By Liane Edixon
May 18, 2008

It was a typical afternoon at The Lakes. Neighbors riding bikes, saying hello to one another. Kids running from one house to the next looking for adventure. The hot Florida sun baking their heads and shoulders.

But for a wayward monk parakeet it was time to find food.

Nicole Malcomson and her brother Gregory Piccarella, who were visiting cousins in The Lakes, didn't notice the small green parrot until it was right on top of them, literally.

"The parrot started swooping down and attacking my cousin's head," 11-year-old Nicole said.

Her cousin Kevin Opalensky, 15, thinks the bird was someone's pet at one point. When he first saw the bird, he hand-fed it pieces of bread.

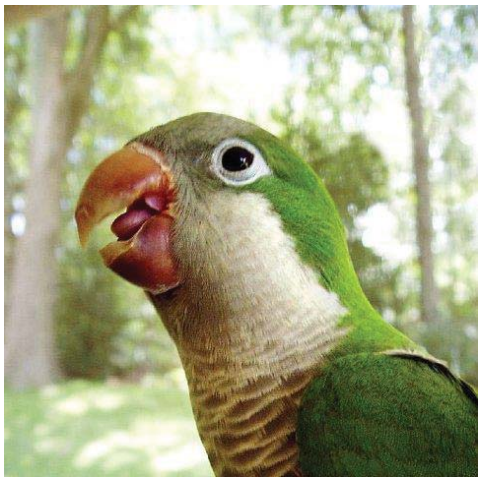
"Birds usually aren't that comfortable with people," he said.

The following day Nicole and Gregory played at The Lakes community pool with their mother and the parrot returned. This time, the kids weren't scared and began feeding it peanuts and seeds. It even followed them into the pool, trying to land on their heads.

"I was kind of surprised to see it," Gregory said, while watching the bird feed from his sister's hand at the community pool.

Nicole giggled as the small green bird with turquoise feathers in the back and a grey chest pecked a few seeds at a time from her outstretched hand with its orange beak.

"The bird that seemed tame was almost certainly an escaped pet. The wild birds are rarely so tame unless someone has spent a great deal of time working with them to tame them down," explained Jerry Jackson, a Florida Gulf Coast University professor and ornithologist.



Monk parakeets are native to South America. Released by their American owners on purpose or by accident, the parakeets have formed stable, feral populations in Florida, Connecticut and New York.

The monk parakeet is native to South American countries like Argentina, Brazil, Uruguay, Paraguay and Bolivia. The birds arrived in Florida through the pet trade business. Monk parrots established populations in Chicago and the Miami/Fort Lauderdale and Tampa/Sarasota area decades ago, but have been spotted increasingly at Southwest Florida parks, beaches and even in people's backyards.

Jackson said he's seen flocks of a dozen to 20 or more birds on different occasions near the Edison Home in Fort Myers, in his front yard in Naples, at a park in Cape Coral and on Gasparilla Island.

Those birds are self-sustained breeding colonies, established populations that have easily adapted to Florida's climate and ecosystems.

"They're not going anywhere," said Scott Hardin with the Florida Fish and Wildlife Commission. "They're not mercifully an ecological problem, but an economic problem."

Some say the birds compete for food with native species and can sometimes spread seeds from exotic plants, which also causes concern for some. But Mike Avery, a project leader with the National Wildlife Research Center's Florida field office in Gainesville, disagrees.

"So far, that has not materialized. There's been some damage to tropical fruit in Southwest Florida, but it's really not widespread," Avery said. "They feed mostly on food provided by people on backyard bird feeders. That seems to be the pattern. They're being subsidized by residents who like to see them in their yards."

Almost everyone agrees that the main stress the birds cause are for local utility companies such as Florida Power & Light.

"In Florida and other areas they cause thousands, hundreds of thousands of dollars in damage to electrical equipment as a result of their frequently building their large, communal stick nests on electrical transformers. FPL has had serious problems with them," Jackson said.

Avery explained that the large, bulky nests get wet from rainstorms and fall, causing short circuits to electrical transformer boxes.

In a recent report by the Miami Herald, an exotic bird trapper who makes a living catching the birds and selling them to pet shops, almost died when he got shocked from an electrical pole he was climbing to fetch a nest of monk parakeets.

When the invasive species first took hold to U.S. soil in the late 60s and 70s, the Florida Fish and Wildlife Commission tried to eradicate the birds, but soon gave up.

"Efforts to recapture them by the Fish and Wildlife Service were abandoned after people became upset by the effort. End of story. Fish and Wildlife service gave up. I don't think they should have," Jackson said.

If an effort to remove the parrots restarted it would take an "extraordinary and very expensive effort," Jackson continued. "I love monk parakeets and have a pet one that I raised from an egg nearly two decades ago. They can make wonderful pets, but do not belong in the wild in Florida."

The monk parakeets are one of 195 documented bird species not native to Florida, according to the Florida Fish and Wildlife Commission. Like iguanas in Fort Lauderdale and pythons in the Everglades, the monk parakeet is here to stay.

"I expect they will be here forever," Avery said.

A

To: Pickleball Advisory Committee

From: John and Joy Dibble

May 15, 2019

As a matter of introduction, John and Joy Dibble moved here in 1952 and 1960 respectively and continue to live here as full time residents. Our home is within the Punta Gorda Historic Homeowners Association district. We enjoy meeting another couple at Gilchrist Park on Sundays to play 3-4 games of pickleball.

Gilchrist Park has been a multi-use community park for over 70 years. During this time, the park has been enjoyed in a variety of ways including Little League baseball, a clubhouse for scouting activities, music groups, children's playground and tennis to name a few uses. Today, Gilchrist Park continues to be a leading attraction as to why people elect to retire here. Simply stated, Punta Gorda is considered to be a vibrant small town with a host of outdoor activities to enjoy.

Sarasota Herald Tribune, June, 2018. "Pickleball just may be the fastest-growing sport in America. More than 3 million players play pickleball in the United States and that number has been growing by more than 10 percent each year over the past decade." A primary reason for the games growing popularity is it not only appeals to all ages and both genders, but it is a particularly great fit for people in their 60's and 70's.

We feel the objections to pickleball in Gilchrist Park can be categorized into three subjects:

- Parking
- Organized activity
- Sound

PARKING: Without question the uncontrolled parking was a valid concern; however, the City Council effectively addressed the issue and it should no longer be a factor.

ORGANIZED GROUP ACTIVITY – We first made our position clear last year to the Punta Gorda Historic Homeowners Association and to each City Council member individually that Pickleball at Gilchrist Park should be limited to individual recreational play on a first come first serve basis. It is our firm belief pickleball tournaments, leagues or formal instruction should not be permitted at the park.

Sound – Our recommendation is to address sound from four directions.

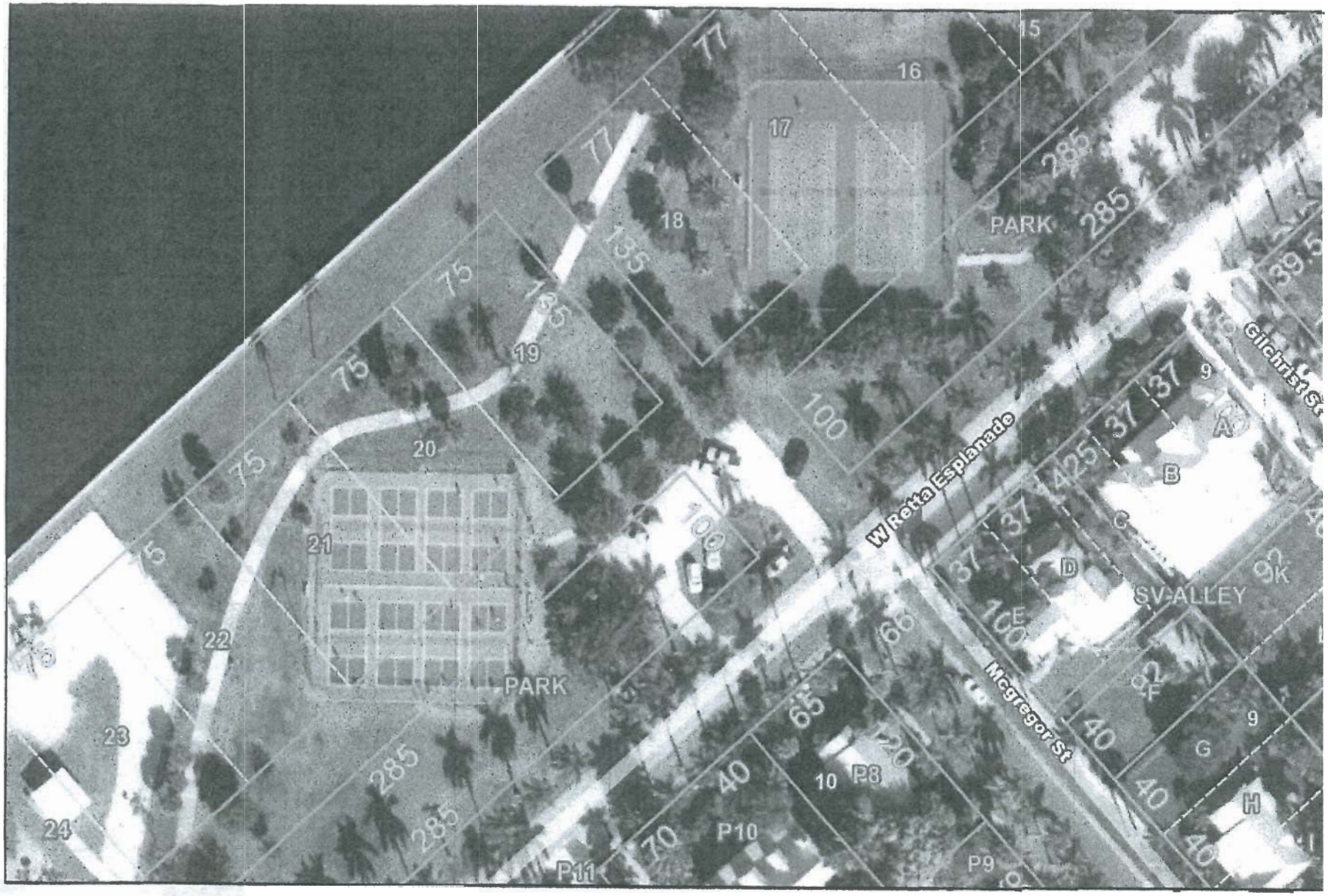
1. We support the suggestion to employ a professional unbiased third party to measure the sound that emanates from pickleball play at Gilchrist Park. We feel a sound measurement should be taken prior to sound abatement and after the sound abatement has been installed. It may be prudent however to take the sound measurements after the Pickleplex is open to the public.
2. Switch the location of the pickleball courts and the tennis courts. This should be easy since the footprint of both courts are identical.
   The primary reason for this move is an existing stand of mature trees approximately 20' from the fence on the Retta Esplanade side of the existing tennis courts which will serve as a sound barrier and create an aesthetic appeal.
3. Install a commercial grade sound abatement curtain to the top of the existing 10' fence on the Retta Esplanade side of the courts. This sound abatement curtain should wrap around to include the two wings on either end of this section of fence.
4. Create a berm approximately 5' high between the fence and the existing line of trees. Plant the berm with dense foliage reaching the top of the fence. Attractive ground cover would also be used. The two objectives of the berm and the dense foliage are to: add an additional layer of sound absorbing material as well create a pleasing visual affect.

We find it unfortunate a small group of individuals have persisted with their demand that pickleball should be banned from Gilchrist Park. It should be recognized that our city park has been a multi-use recreation area long before any of us arrived in Punta Gorda. We must also take into account the current level of play will be dramatically reduced in a matter of weeks with the opening of the new Pickleplex complex.

We respectfully ask the Pickleball committee to recommend retaining pickleball play at Gilchrist Park for individuals to simply have a casual game while still addressing the sound and aesthetic concerns.

Submitted by:
John and Joy Dibble
329 W. Grace Street, Punta Gorda, FL 33950
PH: (941) 628-6764 or (941) 575-8333
E-mail: dibblesafari@gmail.com or mysecondjoy@gmail.com

Map Layout



November 18, 2018

Property Ownership

Lots

Block Number

Road Centerlines

Collector

Freeway

Highway

Local

Major Arterial

Minor Arterial

1:1,000

0 0.0075 0.015 0.03

0 0.0125 0.025 0.05

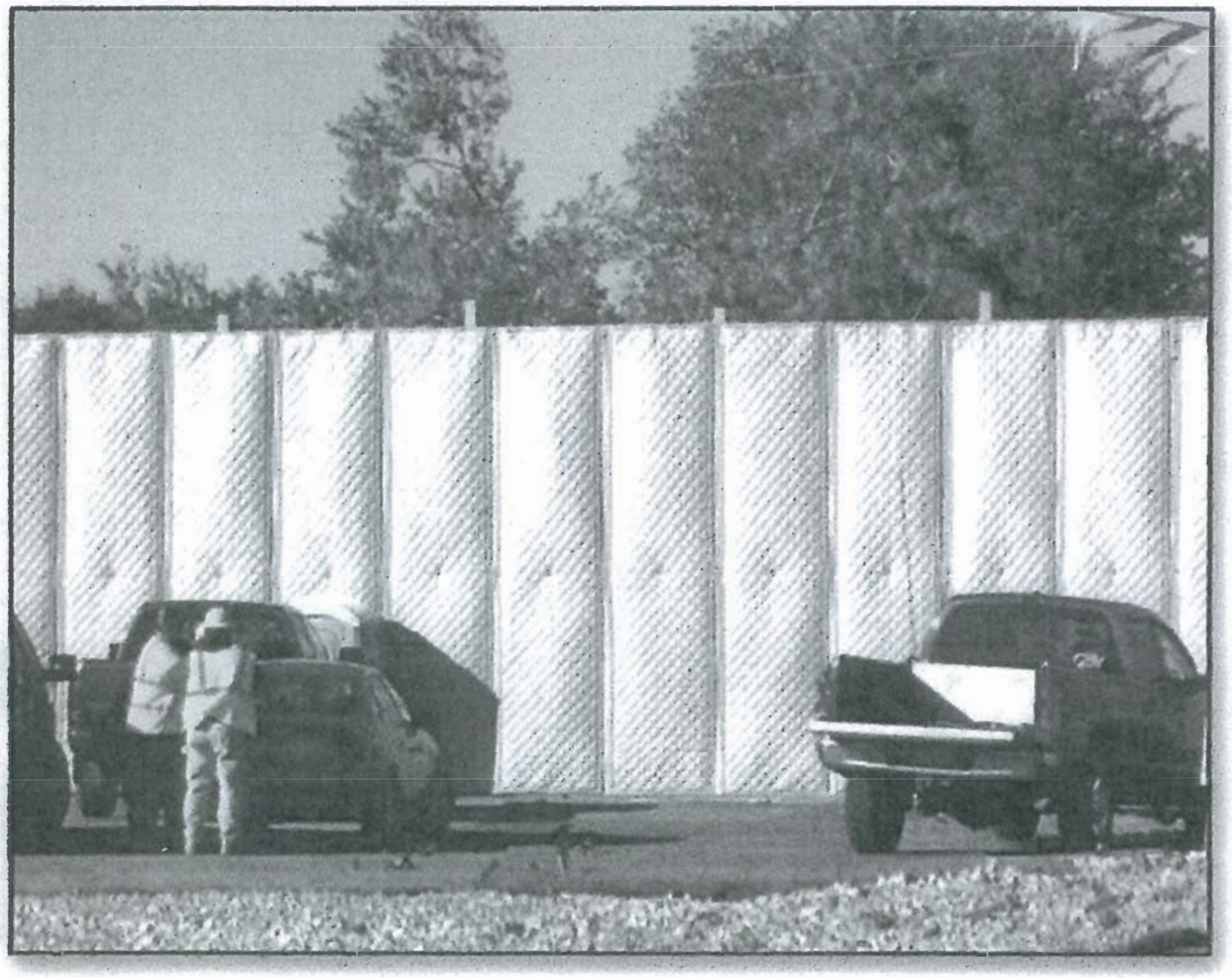
Charlotte County
Charlotte County GIS

Charlotte

May 10, 2019

From: John and Joy Dibble

Regarding: Sound abatement curtain illustration for Gilchrist Park pickleball court. Product received from Mr. Bob Neims, Sound Isolation Company, phone (704) 504-1148. www.soundisolationcompany.com

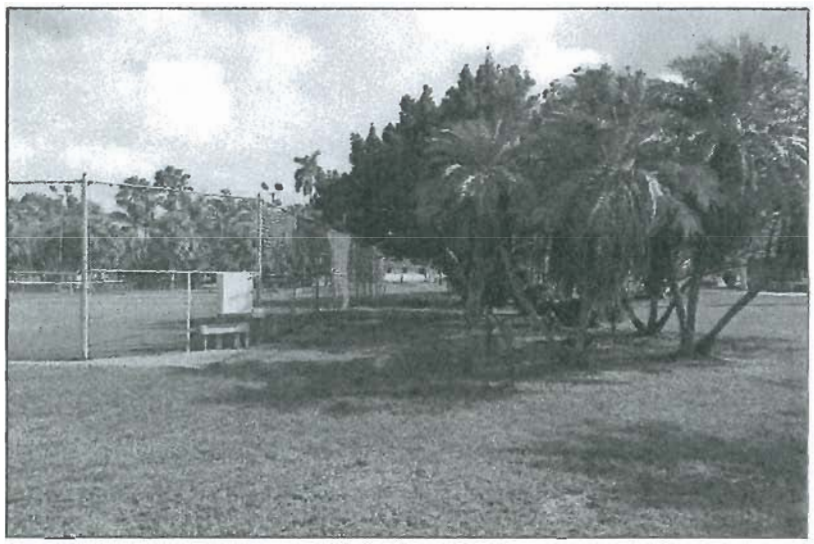


May 10, 2019

To: City Council Pickleball Committee

From: John and Joy Dibble

Regarding: Relocating the pickleball courts to the tennis courts.



Suggested location for a landscaped berm between the current tennis courts and Retta Esplanade.



Mature trees between the tennis courts and Retta Esplanade.

C

① THE FIRST REQUEST FOR PICKLEBALL COURTS @ GILCHRIST PARK WAS BROUGHT BEFORE COUNCIL ON FEBRUARY 6, 2013 BY CITY MANAGER HOWARD IGNIK - STATING THE CITY WOULD PAINT STRIPES, WHILE ALL OTHER EXPENSES WOULD BE BORNE BY THE PICKLEBALL ASSOCIATION

② I REQUESTED ALL COUNCIL MEETING MINUTES WHERE PICKLEBALL WAS DISCUSSED - THEY WERE

FEBRUARY 6, 2013
APRIL 16, 2014
SEPTEMBER 17, 2014
JANUARY 21, 2015 ($11,900 RESURFACING)
MARCH 18, 2015
MAY 20, 2015
FEBRUARY 17, 2016 (FIRST PUBLIC COMPLAINT)
MARCH 2, 2016
AUGUST 31, 2016
OCTOBER 19, 2016
NOVEMBER 2, 2016
NOVEMBER 16, 2016
DECEMBER 21, 2016
FEBRUARY 1, 2017
MARCH 1, 2017
MARCH 15, 2017
AUGUST 23, 2017 REQUEST FOR $20,000 TO $40,000.00
SEPTEMBER 20, 2017 11/2/17 FUNDED $20,000 FROM SPECIAL USAGE FUND
DECEMBER 6, 2017
FEBRUARY 7, 2018
FEBRUARY 21, 2018
MAY 2, 2018
DECEMBER 19, 2018
DECEMBER 23, 2018
JANUARY 2, 2019 @ $3,000 FROM SALES TAX
JANUARY 16, 2019
FEBRUARY 6, 2019
FEBRUARY 20, 2019
MARCH 6, 2019
MARCH 20, 2019
APRIL 3, 2019 $32,000.00 SALES TAX
APRIL 17, 2019 TODAY

37 MEETINGS COUNTING TODAY
33

(3) I ALSO REQUESTED ANY MINUTES OR NOTES FROM HOWARD KUNIK'S OFFICE FROM THE CITY CLERK

I WAS INFORMED THEY HAD NO RECORDS OF THAT NATURE

I CALLED HOWARD KUNIK'S OFFICE AND WAS TOLD HE KEPT HIS OWN FILES ON PICKLEBALL

I TALKED WITH HOWARD AND REQUESTED ANY PICKLEBALL INFORMATION GENERATED FROM HIS OFFICE SPECIFICALLY FROM HIS MEETINGS WITH MR BERN DE PAUL AND HIS ATTORNEY HAL WOOTTEN AND THEN MAYOR RACHELLE KEESLING

HIS ANSWER WAS THAT THOSE FILES WOULD BE IN STORAGE

I AGAIN REQUESTED THEM — 2013 TO 2016

AFTER THAT SEARCH I WAS TOLD THAT THERE WERE NO SUCH RECORDS OR FILES

WHAT I DID GET WAS HOWARD'S CALENDERS FOR THE SPECIFIC TIME FRAMES I REQUESTED AUGUST 2016 THROUGH 2 WEEKS AFTER LABOR DAY 2016 — RE HIS MEETINGS CONCERNING OR WITH MR DE PAUL

THIS IS WHAT I RECEIVED

ARE WE TO BELIEVE THAT THE CITY MANAGER TAKES NO NOTES AND KEEPS NO FILES?

SPECIFICALLY ABOUT AN ISSUE THAT HAS BEEN A VERY HOT BUTTON ISSUE SINCE, AT LEAST, FEBRUARY 17, 2016

TAX PAYER DOLLARS OF $11,700 RESERVE FUNDS
$10,000 TO 40,000 FOR NAMING RIGHTS FSSC

$3,000 (3) UTILITIES FSSC
14,700 BY PICKLEBALL

(4) 16,000 - 20,000 SOUND BARRIERS

? NOISE STUDY

WILL BE OVER 100,000

~~WHERE THE HEALTH, SAFETY / WELFARE OF CITY RESIDENTS ARE CONCERNED~~

PICKLEBALL DONATIONS
MAY 4, 2015 $2,990

IT WOULD APPEAR THERE "AIN'T NO SUNSHINE"
IN PUNTA GORDA'S CITY MANAGERS OFFICE

IT OPENS THE LID ON A PANDORAS BOX ...

IS ALL BUSINESS CONDUCTED IN AND FROM THE CITY MANAGERS OFFICE TRULY CONDUCTED AND HANDLED IN THIS MANNER?

C

CITY FUNDS EXPENSED FOR PICKLEBALL IN GILCHRIST PARK

2/6/13 (1) WEDNESDAY, FEBRUARY 6, 2013
CITY MANAGER HOWARD KUNIK STATED THERE WAS A REQUEST TO FOR ADDITIONAL COURTS FOR PICKLEBALL STATING THE CITY WOULD PAINT THE STRIPES, WHILE ALL OTHER EXPENSES WOULD BE BORNE BY THE PICKLEBALL ASSOCIATION
COSTS UNKNOWN FOR STRIPING

1/21/15 (2) $11,700.00, FROM CITY RESERVE FUNDS TO INSTALL PERMANET POSTS AND NETS AND TO REPAINT & RESTRIPE ONE SET OF TENNIS COURTS IN GILCHRIST PARK FOR PICKLEBALL USE

8/23/17 (3) REQUEST CONTRIBUTION FROM THE CITY, BY MR KREGIS FOR THE PICKLEBALL ASSOCIATION, FOR $20,000.00 TO $40,000.00 FOR NAMING RIGHTS FOR COURTS @ PICKLEPLEX - 1 OR 2 COURTS

11/2/17 (4) CITY COUNCIL APPROVED $20,000.00 DONATION FOR NAMING RIGHTS FOR 1 COURT @ PICKLEPLEX FUNDED BY SPECIAL USE FUNDS

1/2/19 (5) CITY COUNCIL APPROVED $ 43,000.00 FOR PICKLEPLEX FUNDED BY SALES TAX 1/2 FUNDS

11/6/19 (6) CITY COUNCIL APPROVED FUNDS $ 32,000.00 FOR

Pickleball Location options

D

1. Trabue Park. Harborwalk east Marion. (city owned)
2. Henry Street proposed by Councilman Wein (city owned)
3. Herald Center Court parking garage roof proposed by former Councilman Tom Cavanaugh (city owned)
4. The Nature Park on Aqui Esta east of fire station. (city owned)
5. Cooper Street Recreation Center unused tennis & basketball courts. (city owned)
6. South County Regional Park. (county owned)
7. City has recently annexed land on Jones Loop (no nearby residents)
8. Large paved parking lot at Comfort Storage former Wal-Mart (private/public)
9. Large paved parking on E. Olympia former U-Save Grocery (private/public)
10. Large paved parking lot at Muscle Car Museum former Sweetbay (private/public)

Fishville - site of old Village Racquet Club

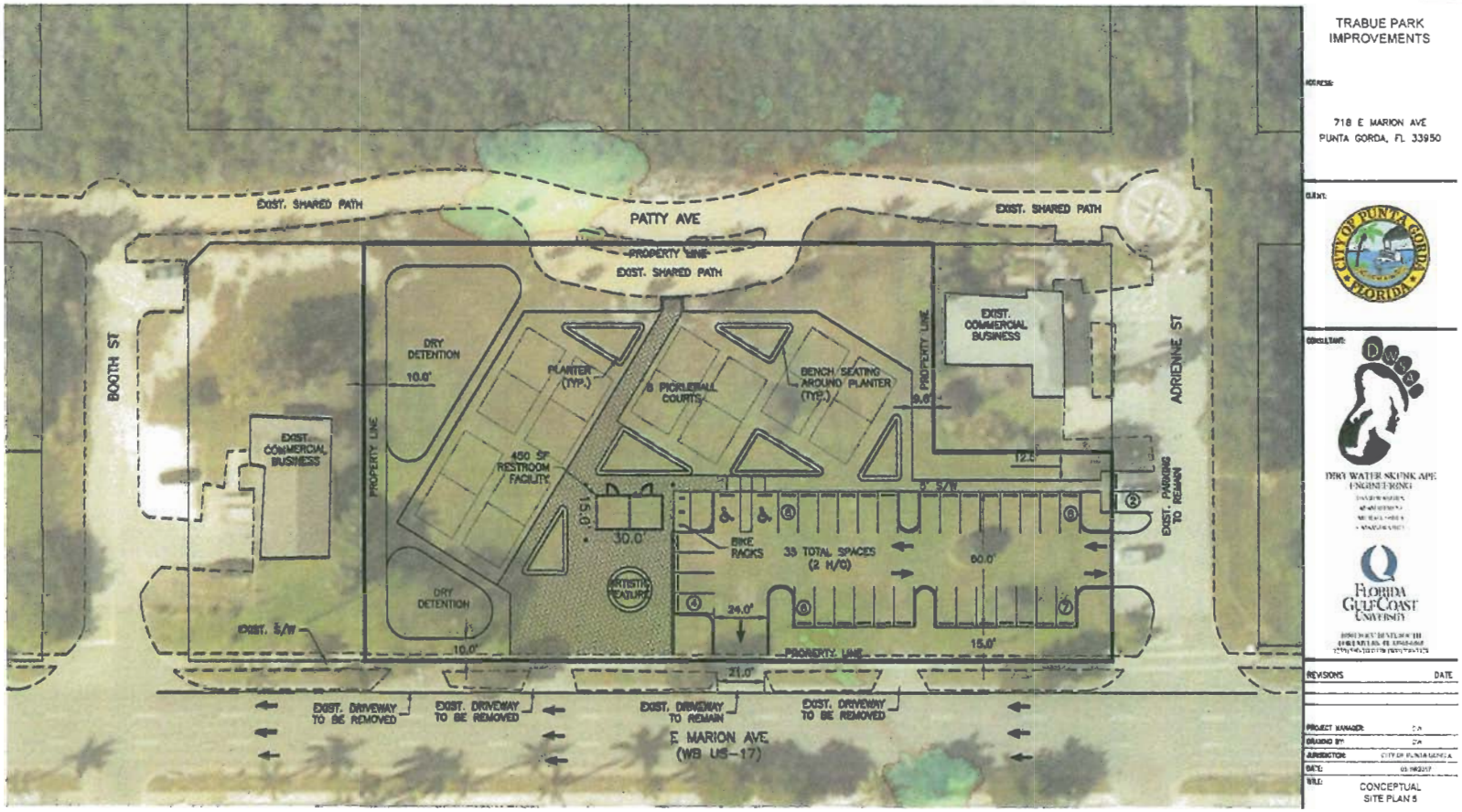
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Park & Recreation Master Plan

March 31, 2017

Public Input Meeting

Trabue Park Improvements

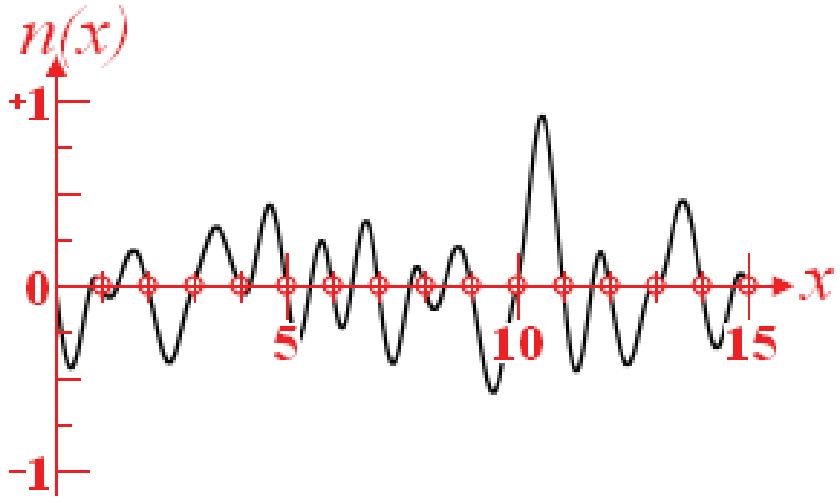


Concept by FGCU College of Engineering Students

End of Dibble Letter

Pickleball & Noise

How sound becomes noise and how it effects people



Too loud! Pickleball noise upsets neighbors

By Kitty Bottemiller kbottemiller@gvnews.com Aug 28, 2013

While the popularity of Pickleball multiplies exponentially, it's scoring resistance from neighbors who say the game is simply too loud. Detractors in Green Valley are so annoyed they're talking about a lawsuit.

Proponents hype the game's exercise and social benefits; opponents say the repetitive noise made when wooden paddles strike plastic wiffle balls is just too much too close to home, even from inside with doors and windows closed.

The topic drew ire from several people at Tuesday's meeting of the Green Valley Recreation board, which drew about 100 people — about 10 times the normal attendance. But it wasn't all about Pickleball. That was added to the agenda as the meeting convened, primarily so staff could outline noise-abatement options to acoustical fencing that hasn't withstood the windy hillside where GVR's four newest courts were installed about a year ago at Canoa Ranch Rec Center.

Without the fencing, which blew off altogether during a July storm, the noise — and concerns — are back.

Despite question from players before the courts went in that they were too close to housing — and whether the noise could spur legal action — the project went forward, boosted by getting a contractor who offered a good price to install the courts while in town repairing GVR tennis courts.

The courts came as a surprise to Charles Shinkle, who bought a home in Canoa Terrace in 2004. A couple of years later, he and his wife watched the center go up next to homes on one of the terraces. Last September, four Pickleball courts were added.

Shinkle took his noise concern to GVR management, who studied the noise levels, and authorized nearly $27,000 of abatement measures including tree-plantings, heightened walls between the courts and home property, and the failed insulation material. Until the fencing was torn up, Shinkle said he couldn't hear the incessant thwacking of play on four courts while inside his home. He's pretty much given up on enjoying his backyard, due to the echoing effect of walls on the community's terraces.

"Also aggravating is that the players become quite boisterous, yelling, hollering and sometimes swearing," he said. "It's not so much what the decibel level, but the repeated thwacking."

He and others at the meeting also expressed fears that the noise will affect home prices.

Repeated attempts to suspend play until the noise issue is resolved have gotten nowhere, Shinkle said.

"I think if something isn't done to the satisfaction to neighbors here, a lawsuit is what it'll come to. There are others as upset as I."

Sally Warren, another Canoa Terrace resident, said the noise has "disrupted lives and devalued property," likening it to cars driving down the road with stereos blaring. She called for removal of the courts, to have them enclosed, or compensation from GVR for lost property value.

Still growing

GVR Board President Linda Sparks said the first she knew of the complaints was in July.

Members of GVR's Pickleball Club were aware of some discontent but also have quite a few players in the same neighborhood, said club president Donna Coon. General interest in the game is growing so fast that members are wondering when and where more courts will be installed, and whether public courts will be added.

Club membership is now at 392, 50 of whom joined in the last five months, "and that's not the high season," Coon said. Beginners nights are held twice weekly, and more are clamoring for lessons. Continental Middle School has offered lessons in its gym in the spring.

"We push it as a game all ages can play together," Coon said, noting that her club has "a ton of 70-year-old players, some in their 80s and one 90."

Popular in QC

Elsewhere in the area, Quail Creek is installing 16 courts to meet demand in its community of nearly 2,000 homes. Developer Robson Communities had planned eight but decided on more after seeing how popular the game was becoming at its other developments in Casa Grande and Texas. Noise has been an issue on past projects, so Robson's first pick for a Quail Creek site was eventually changed to near the entrance gate, far from the nearest homes.

Almost 400 residents have indicated interest in joining the Pickleball Club there, and nearly 200 are signed up for two orientation events this fall. Enthusiasts are also starting a social club for those who don't play but want to be involved with the anticipated events, tournaments, picnics and potlucks. A ramada with tables will be part of the complex, said Carolyn McBride, interim club secretary.

To have play suspended from four of GVR's seven courts — three more are at the East Social Center — would be unimaginable, Coon said.

"It's one of the reasons we asked the board to stop by and see the game," she said.

With more than half of their courts out of action, Coon said the other three would easily have 60 people waiting to play.

The board stopped short of a motion to suspend play, but Sparks agreed to visit Canoa neighborhoods next week to hear the noise for herself. Then the board will consider the information and noise-abatement options "to come up with the best solution we can for most of the members."

ACOUSTICS GROUP, INC.
Consultants in Acoustics, Noise & Vibration

September 9, 2012

Mitzi Mills
Sun City Grand
Community Association Management
19726 N. Remington Dr.
Surprise, AZ 85374

Subject: Noise Study for the Cimarron Pickleball Courts in Surprise, AZ.

Dear Ms. Mills:

Acoustics Group, Inc., has reviewed the Sun City Noise Ordinance, conducted ambient and operations noise level measurements, analyzed the future noise levels from the Cimarron facility, assessed the impact of the future operations and evaluated noise control measures. The following provides the results of our work:

NOISE AND THE A-WEIGHTED SOUND LEVEL

Noise is most often defined as unwanted sound. Although sound can be easily measured, the perceptibility is subjective and the physical response to sound complicates the analysis of its impact on people. People judge the relative magnitude of sound sensation in subjective terms such as "noisiness" or "loudness." Sound pressure magnitude is measured and quantified using a logarithmic ratio of pressures, the scale of which gives the level of sound in decibels (dB).

The human hearing system is not equally sensitive to sound at all frequencies. Therefore, to approximate this human, frequency-dependent response, the A-weighting filter system is used to adjust measured sound levels. The A-weighted sound level is expressed in "dBA" or "dB(A)." Figure 1 provides typical A-weighted sound levels measured for various sources, as well as people's responses to these levels.

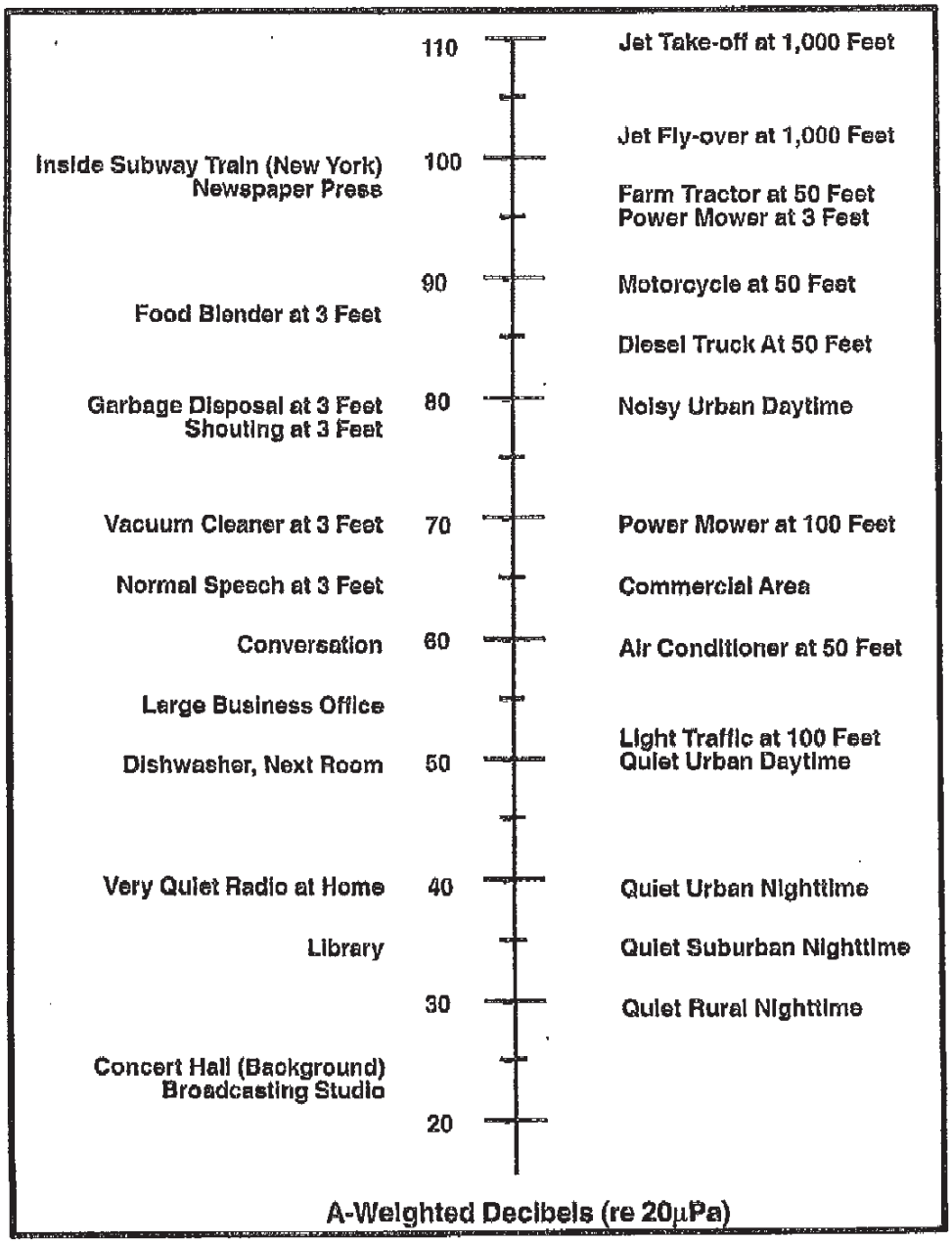


Figure 1. Typical A-weighted Sound Levels from Indoor and Outdoor Noise Sources.

When sound is measured for distinct time intervals, the statistical distribution of the overall sound level can be obtained during that period. The energy-equivalent sound level (Leq) is the most common parameter associated with such measurements. The Leq metric is a single-number noise descriptor which represents the average sound level over a given period of time, where the actual sound level varies with time. Lmax, Lmin, and Lxx are also common noise descriptors. Lmax and Lmin are the maximum and minimum noise levels, respectively, and Lxx, known as a statistical sound level, is the time-varying noise level which would be exceeded xx percent of the time.

NOISE STANDARDS & GUIDELINES

The City of Surprise Municipal Code does not specifically adopt noise standards to regulate noise from recreational activity within parks. However, the 2030 General Plan cites the World Health Organization's *"Guidelines for Community News, 1999"* as a guideline for the city to implement noise regulations. A noise level limit of 50 – 55 dBA at outdoor living areas is identified as a limit of acceptable noise exposure in the general plan.

AMBIENT SURVEY AND NOISE MEASUREMENTS

Ambient Survey

AGI conducted an ambient noise survey on June 10-11, 2012 to document the baseline ambient noise levels directly east of the Cimarron Pickleball Courts. A noise measurement was conducted at the front yard of 19692 W Marcos De Niza Drive, directly facing the pickleball court area. The measurement was conducted with a Larson Davis Model 870 Noise Analyzer and the instrument was operated in accordance with manufacturer's standards. Construction operations occurred during the late night hours between midnight and 9 am and the measurement data obtained during the construction period was omitted from this report.

The Leq measured during the ambient survey ranged from 40.8 to 49.5 dBA. The sources of noise that contributed to the ambient baseline were distant traffic, wildlife birds, and insects. Noise levels during the evening period were generally between 44 and 47 dBA. During the late night and early morning hours, the ambient baseline dropped to nearly 40 dBA. The measured baseline ambient noise levels are considered very quiet for a residential community. Table 1 summarizes the ambient noise measurement data. Figure 2 shows the location of the noise measurement relative to the Cimarron Pickleball courts and the nearby residences.

Table 1
Measured Ambient Noise Levels Adjacent to the Cimarron Pickleball Courts

Date	Time	Leq, dBA	Description
June 10, 2012	7:00 pm	44.2	Evening Ambient Distant Traffic, Wildlife, Insects
June 10, 2012	8:00 pm	45.3	" "
June 10, 2012	9:00 pm	46.6	" "
June 10, 2012	10:00 pm	43.5	Nighttime Ambient Distant Traffic, Wildlife, Insects
June 10, 2012	11:00 pm	40.8	" "
June 11, 2012	10:00 am	49.5	Morning Ambient Distant Traffic, Wildlife, Insects

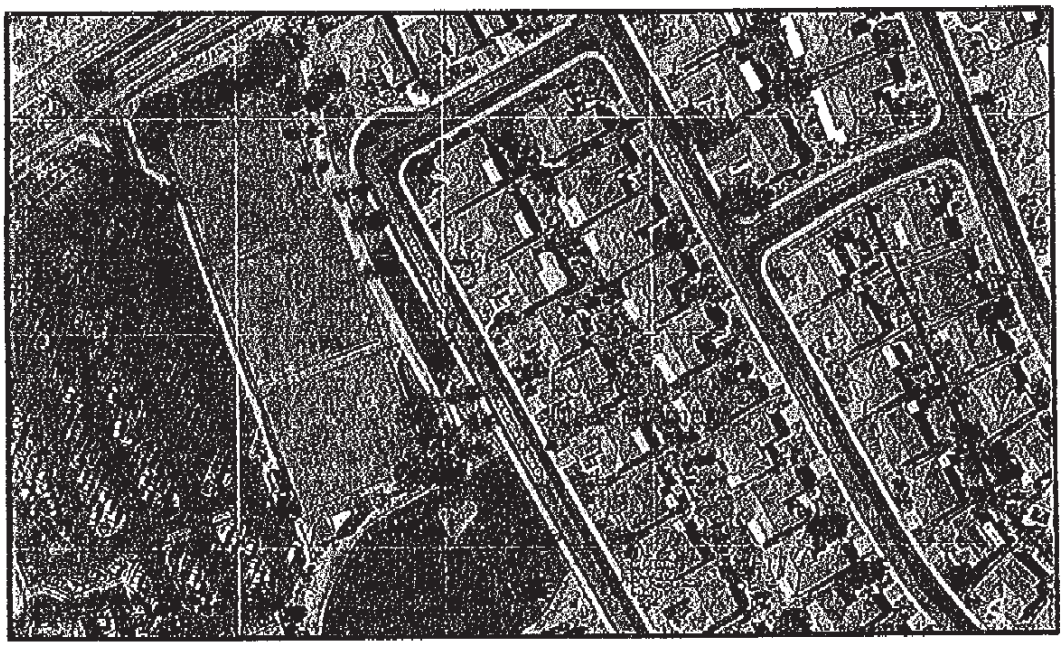


Figure 2. Location of the Ambient Noise Measurement

Pickleball Noise Measurements

AGI conducted acoustical tests on June 12 and 20, 2012 to measure the noise from pickleball operations, different paddle types, and a noise barrier system. The measurements were conducted at a nearby facility while the Cimarron courts were being renovated. A controlled test was conducted on June 12, 2012 with 32 players playing pickleball simultaneously. Noise measurements were also conducted with four players playing pickleball with various paddle types. The tests were then repeated on June 20, 2012 after the installation of an Acoustifence noise barrier system. On August 22, 2012, additional noise measurements were conducted utilizing 8 different pickleball paddles, but without the Acoustifence. For each acoustical test, both A-weighted sound level and One-Third Octave Band Sound Levels were measured from a position 10 feet from the sideline fence.

The initial test conducted with 32 players resulted in an Leq of 66.9 dBA. Paddle tests with the Whipper Snapper, Graphite, ZZT, Blaster, Striker, Graphite Magnum, Prolite Magnum, and Paddle Tech, resulted in an Leq of 64.7, 60.1, 57.0, 61.4, 61.3, 57.9, 62.8, and 59.3 dBA, respectively. After the installation of acoustifence, the 32 players test resulted in an Leq of 51.1 dBA. The Paddle tests with the Whipper Snapper, Graphite, ZZT, Blaster, Striker, Graphite Magnum, Prolite Magnum, and Paddle Tech paddles resulted in an Leq of 54.9, 48.8, 46.7, 50.9, 49.1, 46.2, 50.8, and 49.4 dBA, respectively. As a result of the acoustifence, noise reductions of 15.8, 9.8, 11.3, 10.3, 10.5, 12.2, 11.7, 12.0, and 9.9 dB were achieved for the 32 players and the respective paddles. The average noise reduction achieved by the acoustifence was approximately 13 dB. Table 2 summarizes the test data and noise reduction for each paddle type.

Additional paddle tests were conducted on August 22, 2012, but without acoustifence. The paddle tests with the Pro Lite Enforcer, Pro Lite Aero D, Pro Lite Power, Brian Jensen Designs, Pickleball Now Classic Lite, Pickleball Now MetaLite, Pickleball Now Force, and Pickleball Now The Force resulted in an Leq of 58.9, 61.4, 60.1, 61.0, 63.3, 58.1, 64.0, and 57.2 dBA, respectively. Table 3 summarizes the test data for the eight additional paddles. Refer to the Appendix for plots of the noise measurement data.

ESTIMATED CIMARRON COURT NOISE LEVELS

Future pickleball noise at the Cimarron Courts was analyzed using the measurement data and the layout of the new facility and relative geometry to the nearby residences. As summarized in Table 4, the pickleball noise is estimated to be approximately 61 dBA at the front yard of the residences on W Marcos De Niza Drive, which directly face the courts. When compared with the City's General Plan noise guideline of 50 dBA, the noise would exceed the guideline.

Table 2
Measured A-Weighted Sound Levels
at Sun City Grand's Pickleball Courts with and without Acoustifence

Test Description/ Paddle	Pickleball Noise Level, Leq, dBA at 10-ft from edge of court		Noise Reduction
	Without Acoustifence	With Acoustifence	
32 players	66.9	51.1	15.8 dB
Whipper Snapper	64.7	54.9	9.8 dB
Graphite	60.1	48.8	11.3 dB
ZZT	57.0	46.7	10.3 dB
Blaster	61.4	50.9	10.5 dB
Striker	61.3	49.1	12.2 dB
Graphite Magnum	57.9	46.2	11.7 dB
Prolite Magnum	62.8	50.8	12.0 dB
Paddle Tech	59.3	49.4	9.9 dB

Table 3
Measured A-Weighted Sound Levels at Sun City Grand's
Pickleball Courts with Additional Paddles - without Acoustifence

Paddle	Pickleball Noise Level, Leq, dBA at 10-ft from edge of court
Pro Lite Enforcer	58.9
Pro Lite Aero D	61.4
Pro Lite Power	60.1
Brian Jensen Designs	61.0
Pickleball Now Classic Lite	63.3
Pickleball Now MetaLite	58.1
Pickleball Now Force	64.0
Pickleball Now The Force	57.2

Table 4
Estimated Pickleball Noise from Cimarron Courts with and without Acoustifence

Description/Paddle	Pickleball Noise Level, Leq, dBA at 100-ft from edge of court		Noise Guideline
	Without Acoustifence	With Acoustifence	
32 players	61	48	50 dBA

NOISE CONTROL MEASURES

The following measures are identified to minimize pickleball noise at the nearest homes to the Cimarron Courts:

1. Install a full height (minimum height of 10-ft) continuous noise barrier on the north, east and south sides of the chain link fence surrounding the pickleball courts. A material acoustically equivalent to the Acoustifence product should provide the sound transmission needed.
2. Require pickleball players at the Cimarron Courts to only use the quietest or quieter paddles identified in Table 5.
3. Consider limiting the hours of pickleball play to time periods that are less intrusive to nearby homeowners.

Table 5
Ranking of the Tested Pickleball Paddles by Sound Level

Paddle	Pickleball Noise Level, Leq, dBA at 10-ft from edge of court	Description
ZZT	57.0	Quietest
Pickleball Now The Force	57.2	Quietest
Graphite Magnum	57.9	Quieter
Pickleball Now MetaLite	58.1	Quieter
Pro Lite Enforcer	58.9	Quieter
Paddle Tech	59.3	Quieter
Graphite	60.1	Moderately Quiet
Pro Lite Power	60.1	Moderately Quiet
Brian Jensen Designs	61.0	Moderately Quiet
Striker	61.3	Moderately Quiet
Blaster	61.4	Moderately Quiet
Pro Lite Aero D	61.4	Moderately Quiet
Prolite Magnum	62.8	Moderately Quiet
Pickleball Now Classic Lite	63.3	Loudest
Pickleball Now Force	64.0	Loudest
Whipper Snapper	64.7	Loudest

CONCLUSION

AGI has reviewed the Sun City Noise Ordinance, conducted ambient and operations noise level measurements, analyzed the future noise levels from the Cimarron facility, assessed the impact of the future operations and evaluated noise control measures. Noise control measures have been identified for reducing the future noise at the Cimarron Courts.

Please contact Mr. Robert Woo at 602-635-6196 if you have any questions regarding this report.

Sincerely,
ACOUSTICS GROUP, INC.

Robert Woo
Principal Consultant

ACOUSTICS GROUP, INC.
877.695.9988 – Voice
877.695.9989 - Fax

APPENDIX

PLOTS OF THE PADDLE TEST DATA

Figure X-1 depicts the measured one-third octave band sound levels without acoustifence and Figure X-2 depicts the measured one-third octave band sound levels with acoustifence. Figure X-3 compares the measured sound levels of the 32 players with and without acoustifence. Figure X-4 though X-11 compares the measured sound levels of the paddles with and without acoustifence.

Figure X-12 represents the measured one-third octave band sound levels from eight additional paddles tested on August 22, 2012. Figures X-13 through X-20 depict the frequency data for each paddle individually.

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Figure X-1. Measured One-Third Octave Band Sound Levels without Acoustifence - 6/12/12

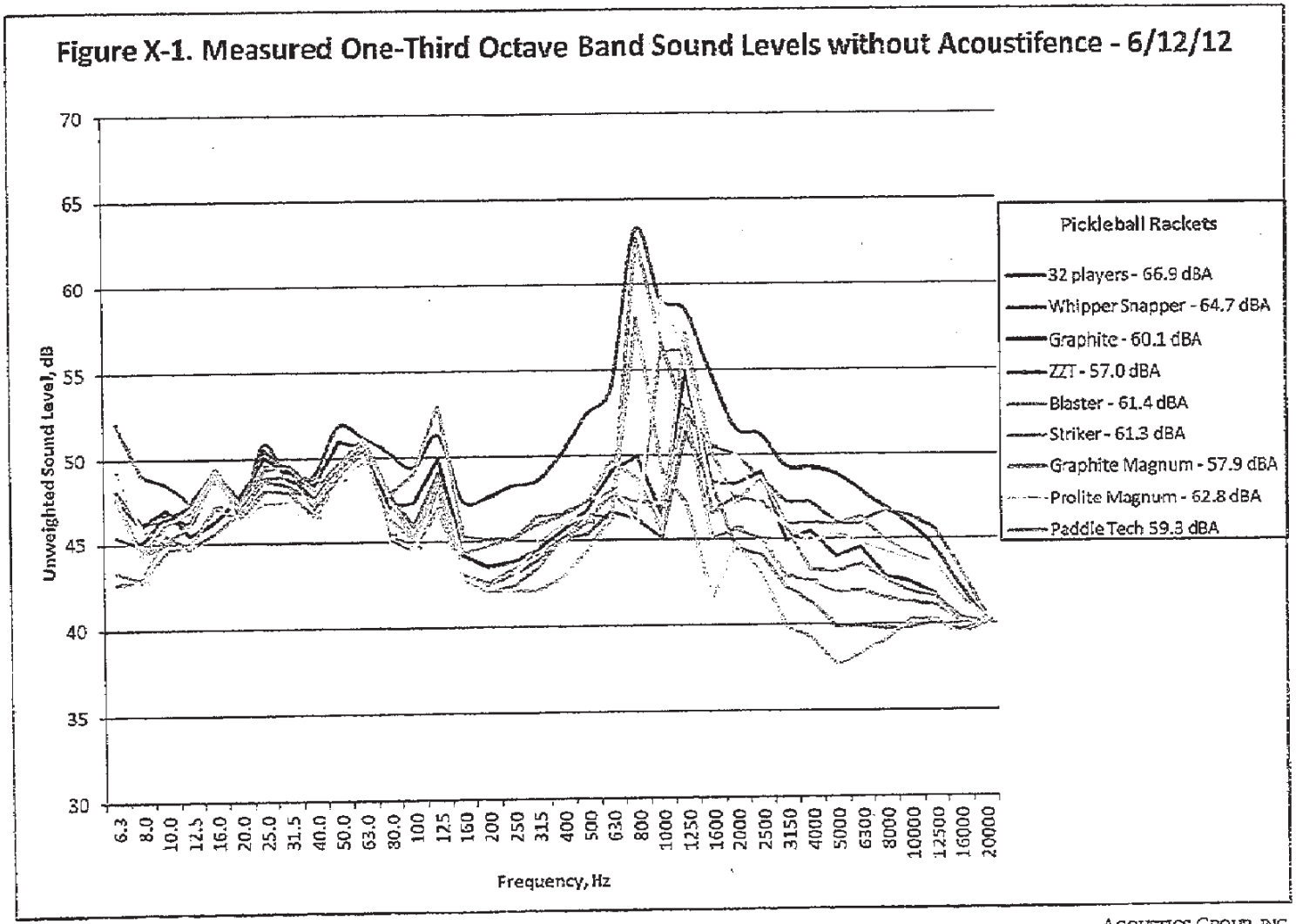


Figure X-2. Measured One-Third Octave Band Sound Levels with Acoustifence - 6/20/12

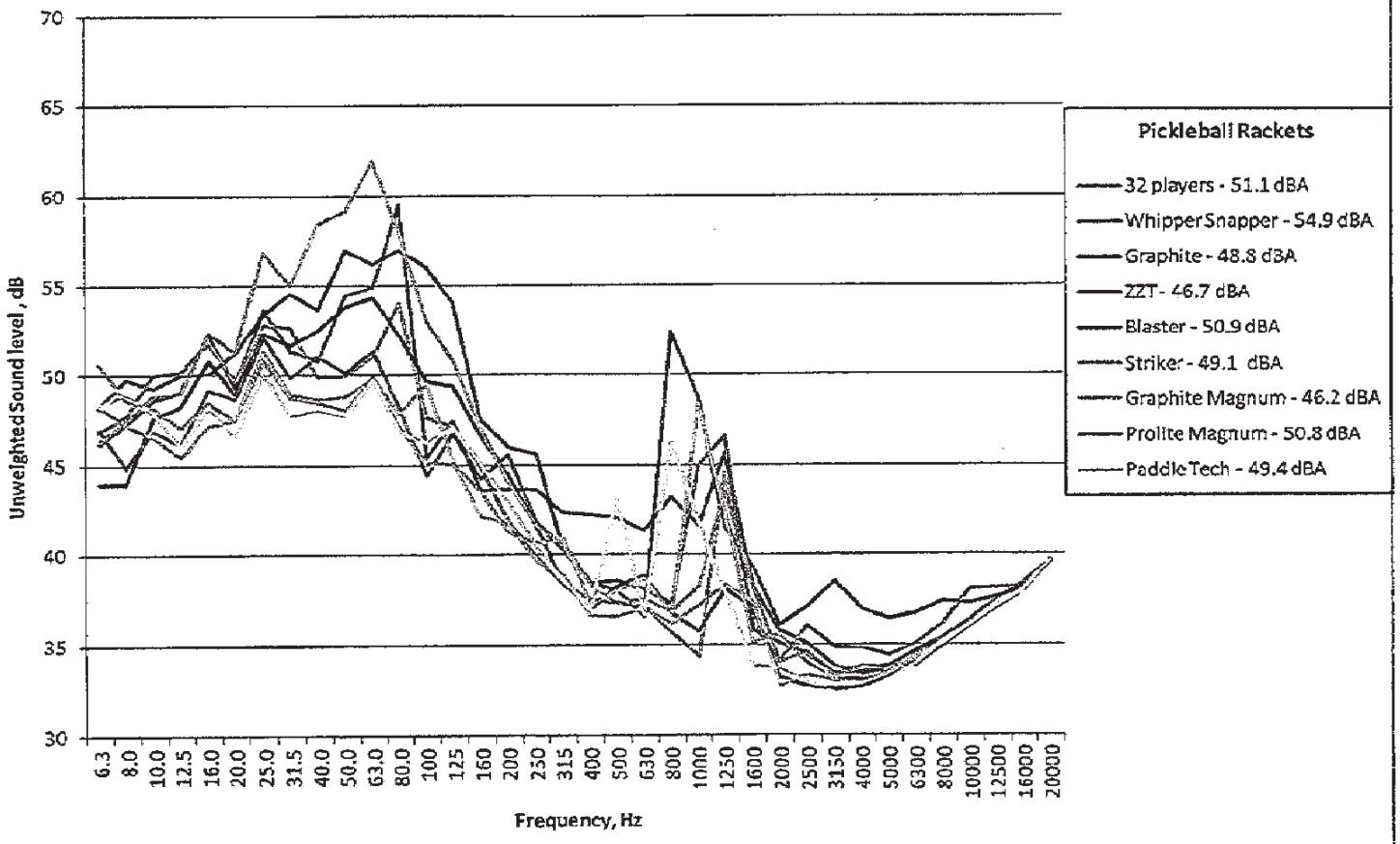


Figure X-3. Measured One-Third Octave Band Sound Levels with and without Acoustifence

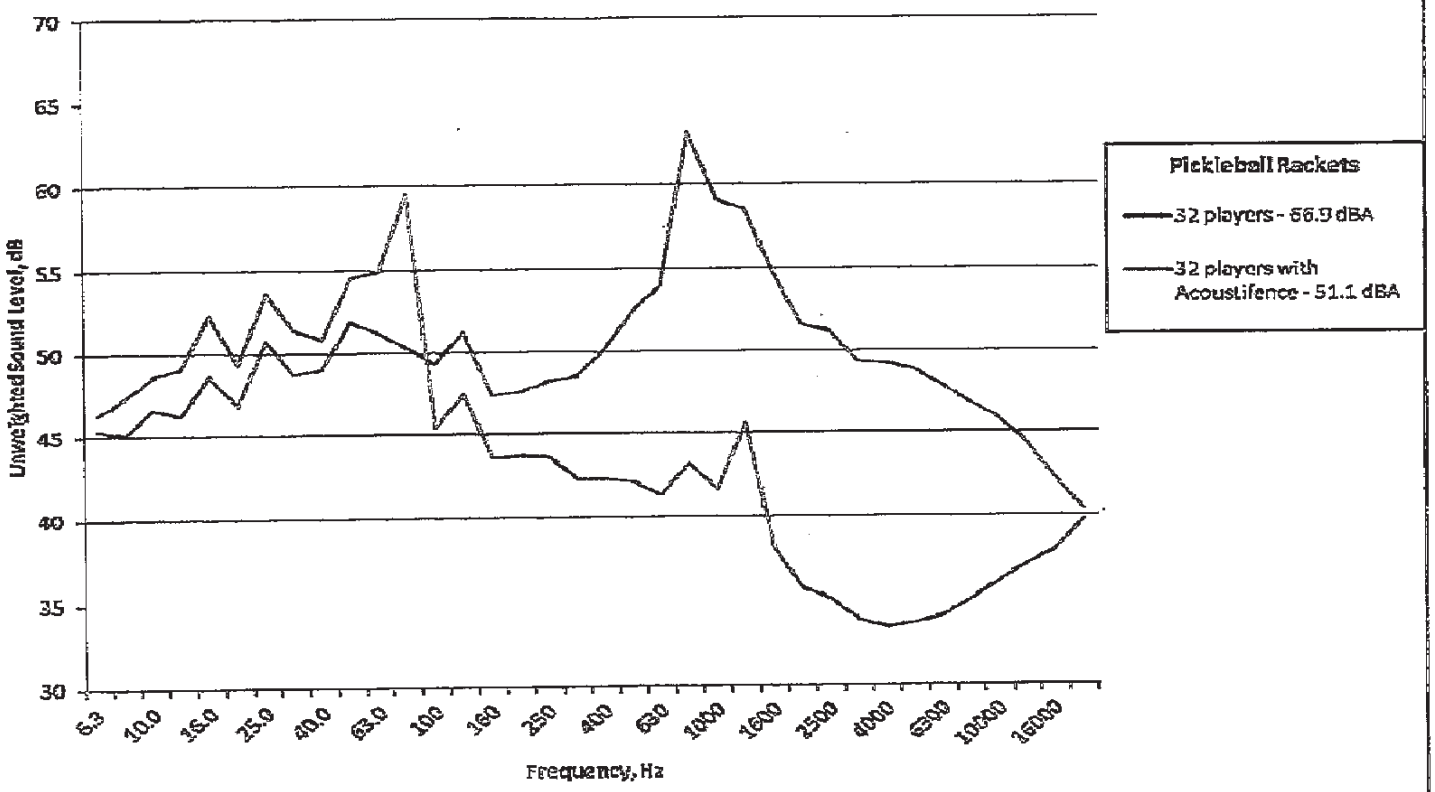


Figure X-4. Measured One-Third Octave Band Sound Levels with and without Acoustifence

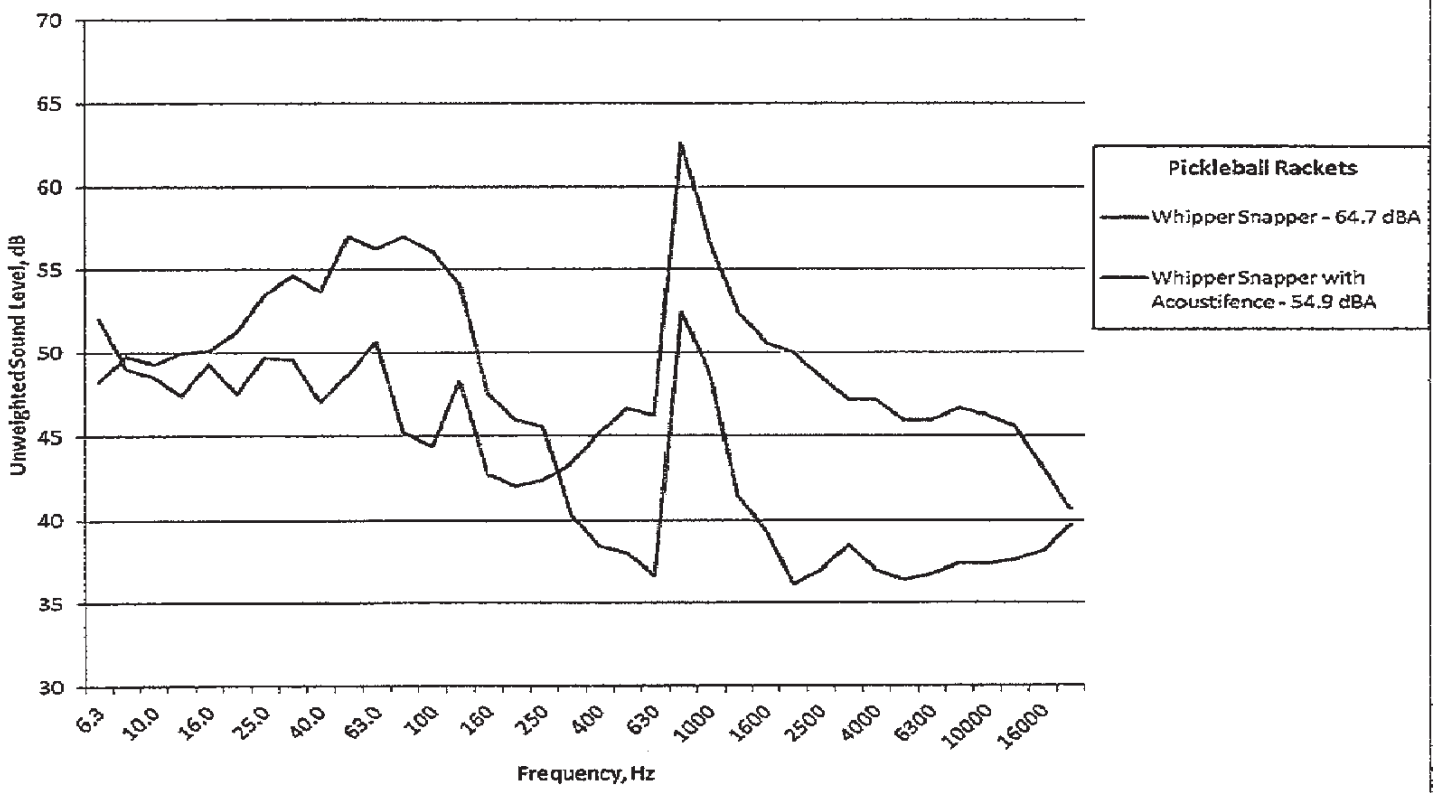


Figure X-5. Measured One-Third Octave Band Sound Levels with and without Acoustifence

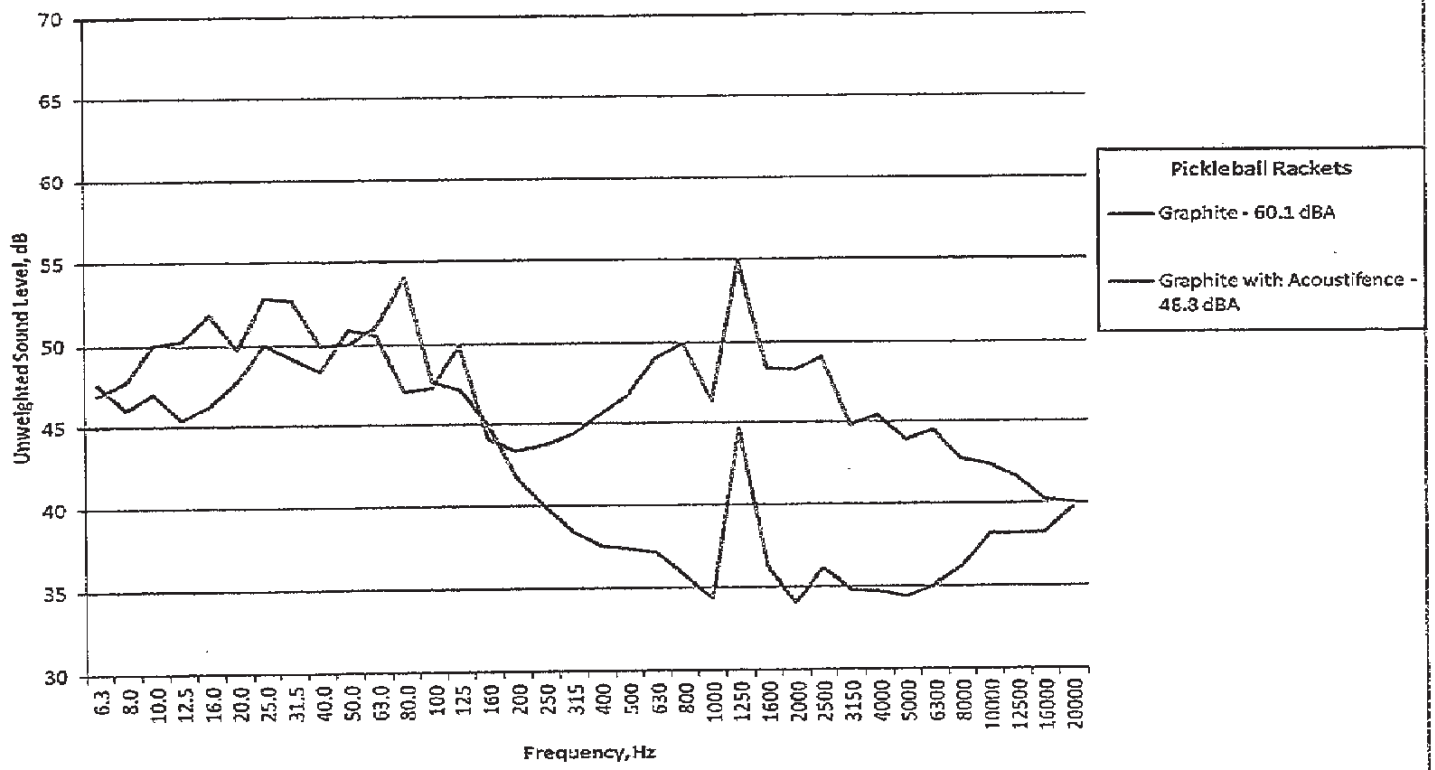


Figure X-6. Measured One-Third Octave Band Sound Levels with and without Acoustifence

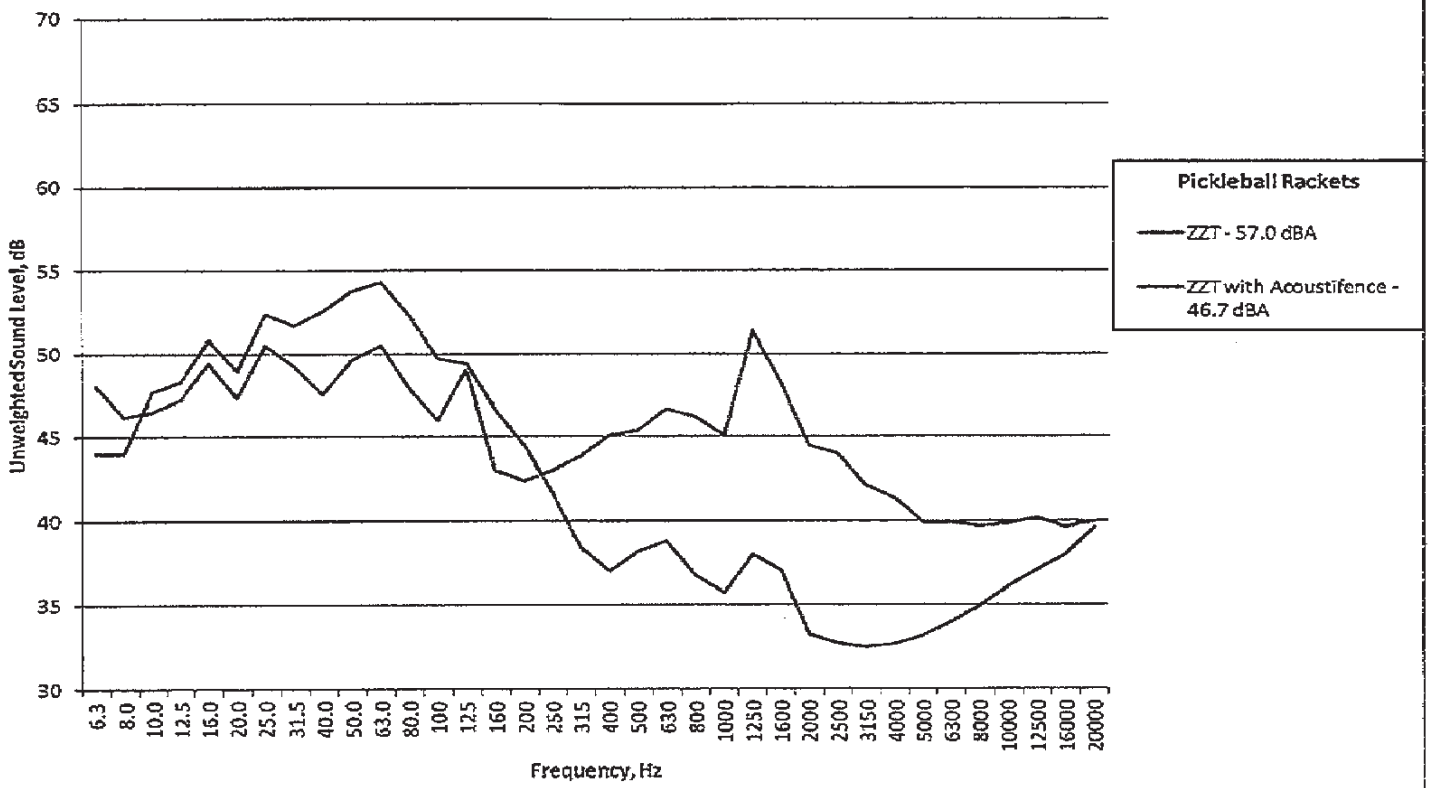


Figure X-7. Measured One-Third Octave Band Sound Levels with and without Acoustifence

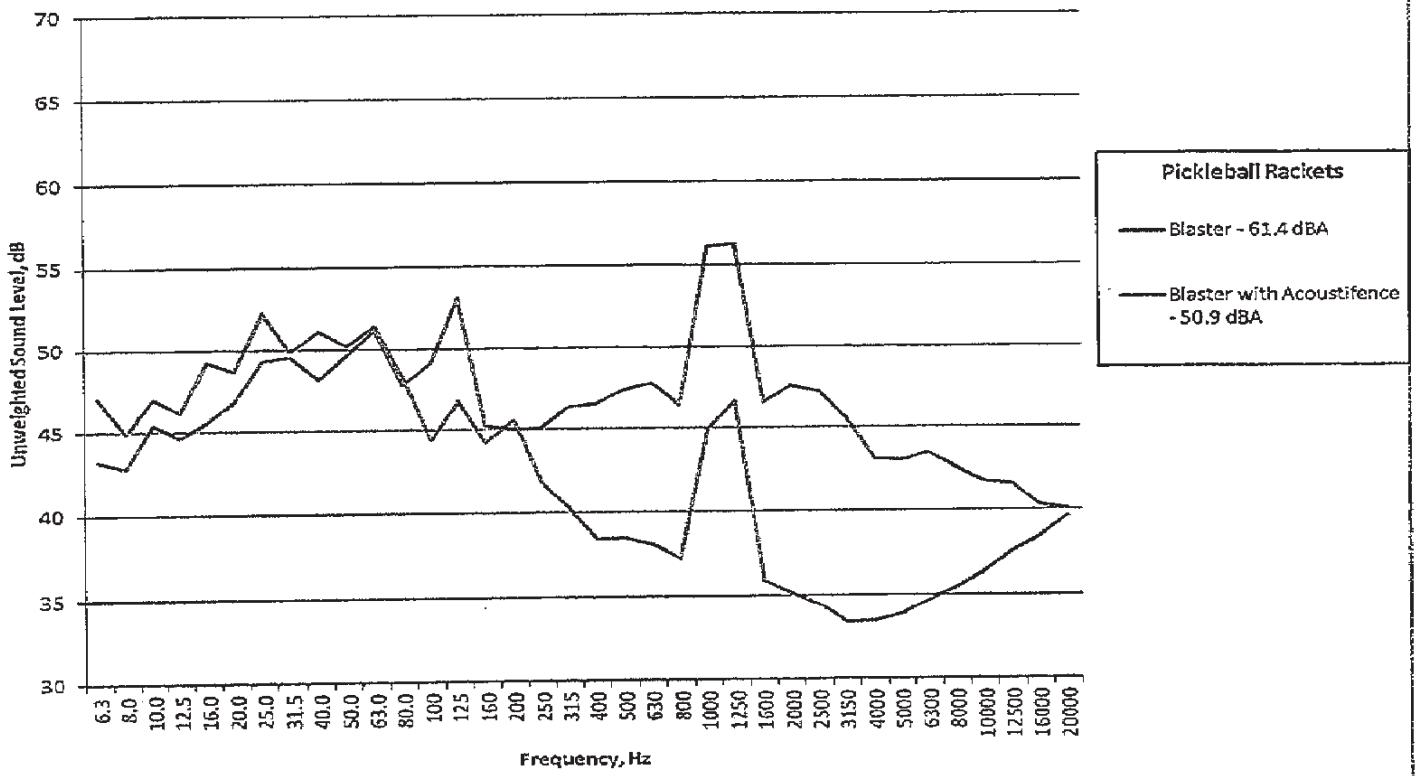


Figure X-8. Measured One-Third Octave Band Sound Levels with and without Acoustifence

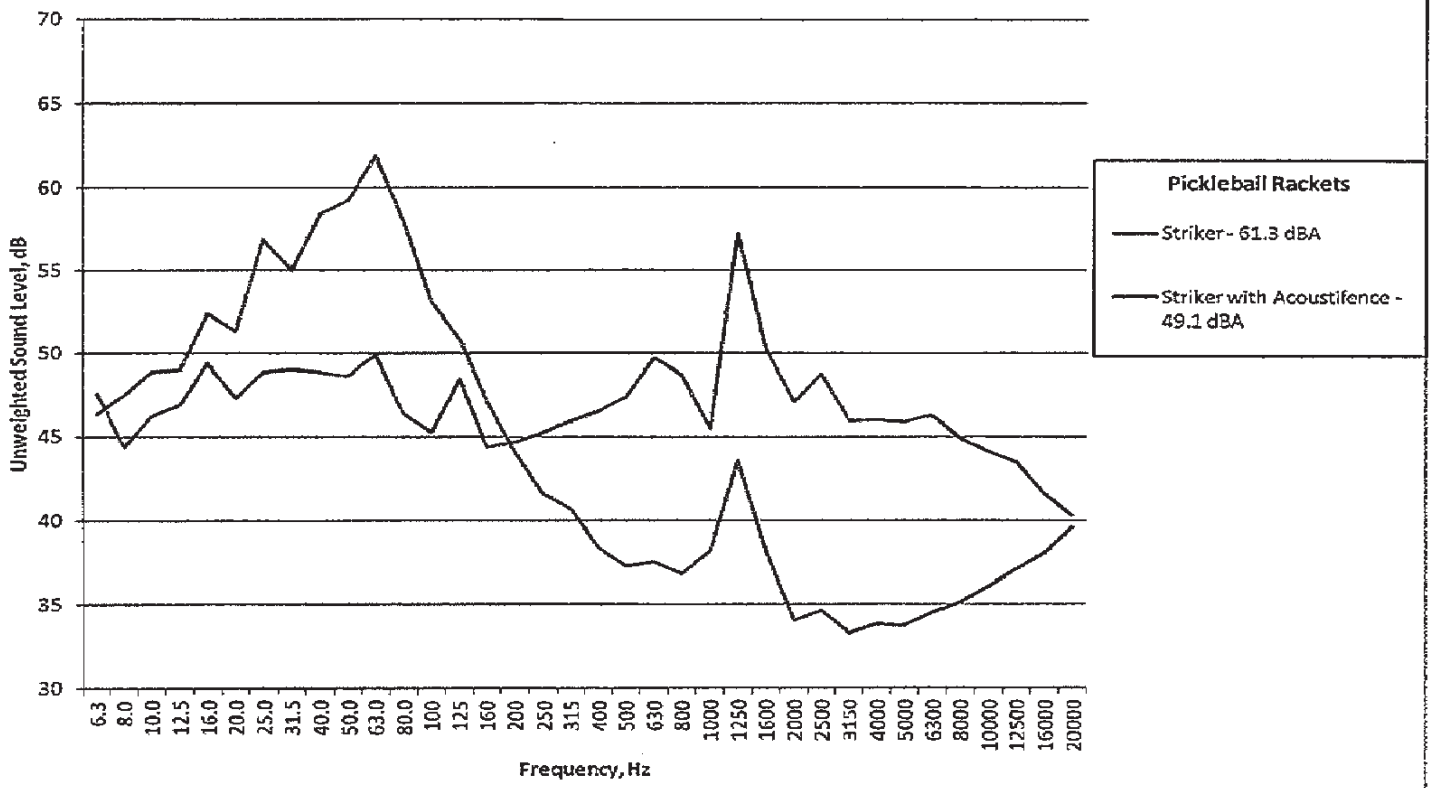
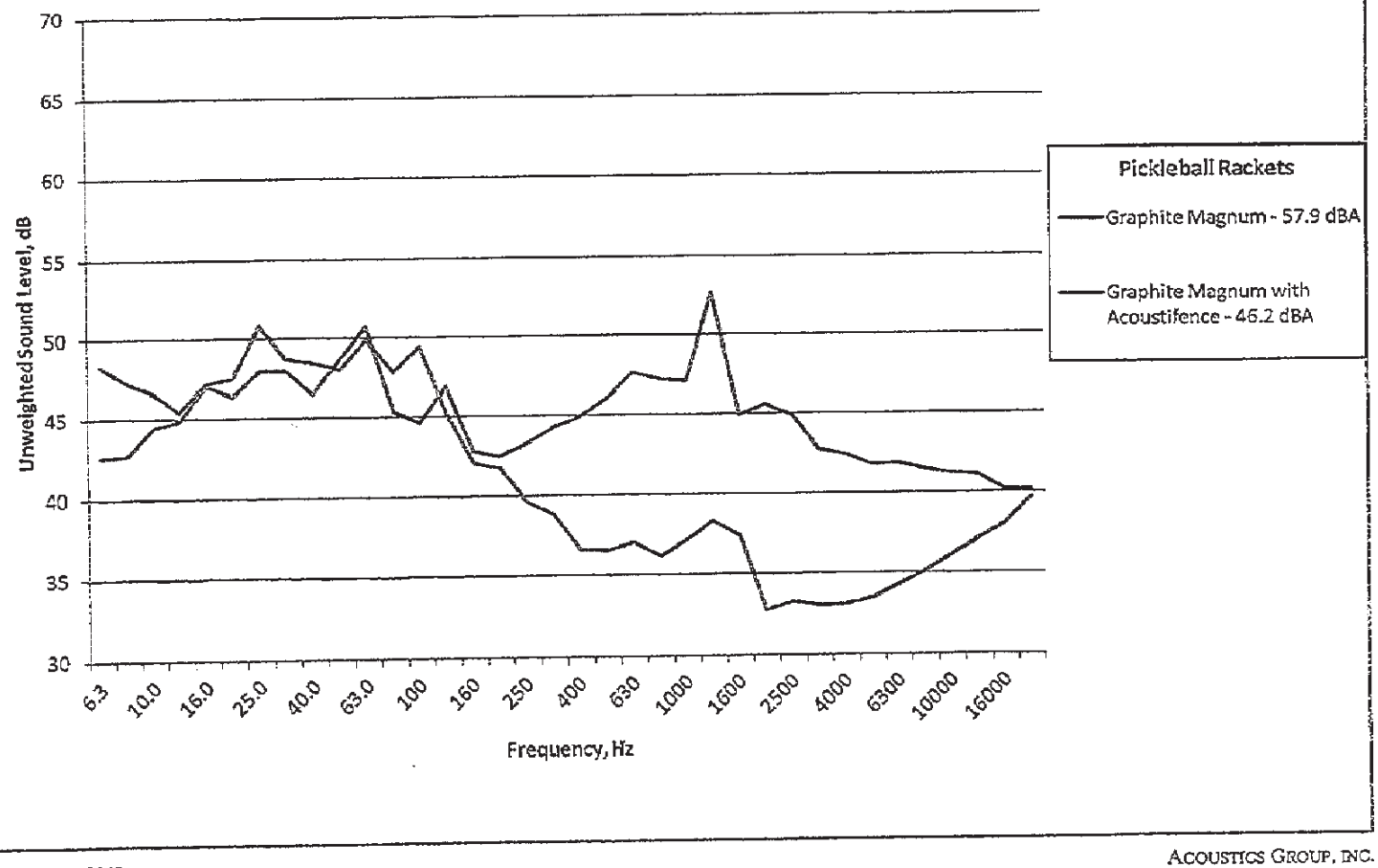


Figure X-9. Measured One-Third Octave Band Sound Levels with and without Acoustifence



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Figure X-10. Measured One-Third Octave Band Sound Levels with and without Acoustifence

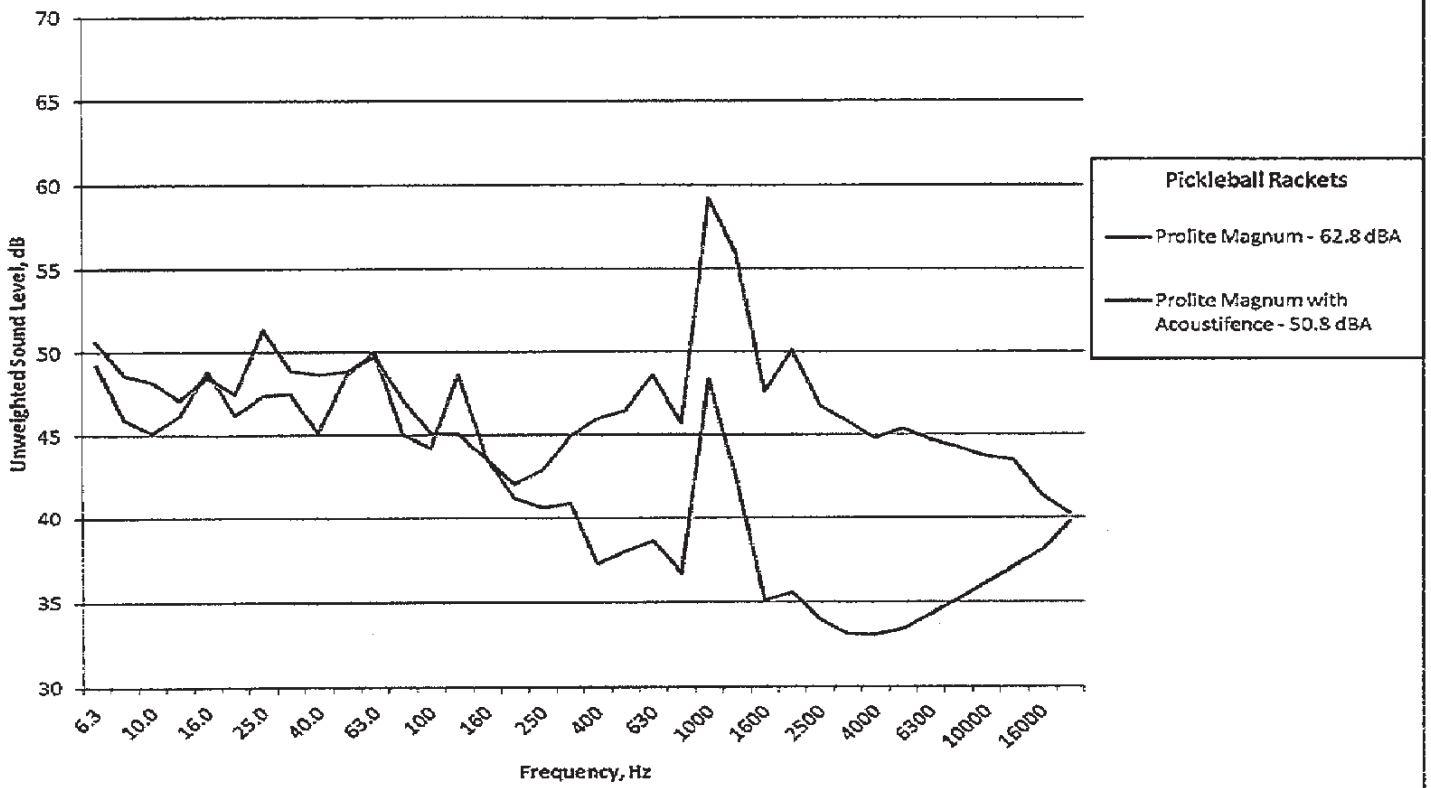
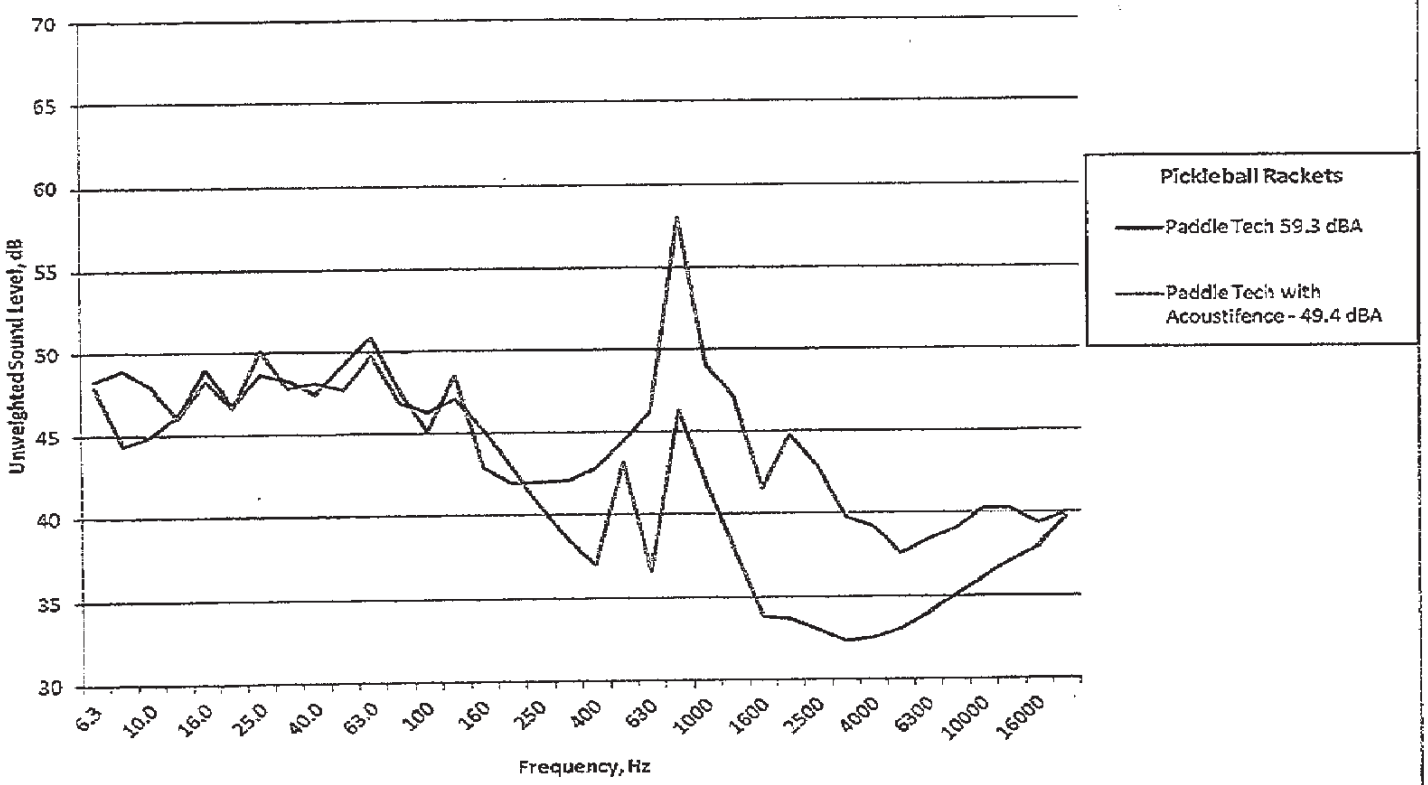


Figure X-11. Measured One-Third Octave Band Sound Levels with and without Acoustifence



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Figure X-12. Measured One-Third Octave Band Sound Levels with New Racket Types without Acoustifence - 8/22/12

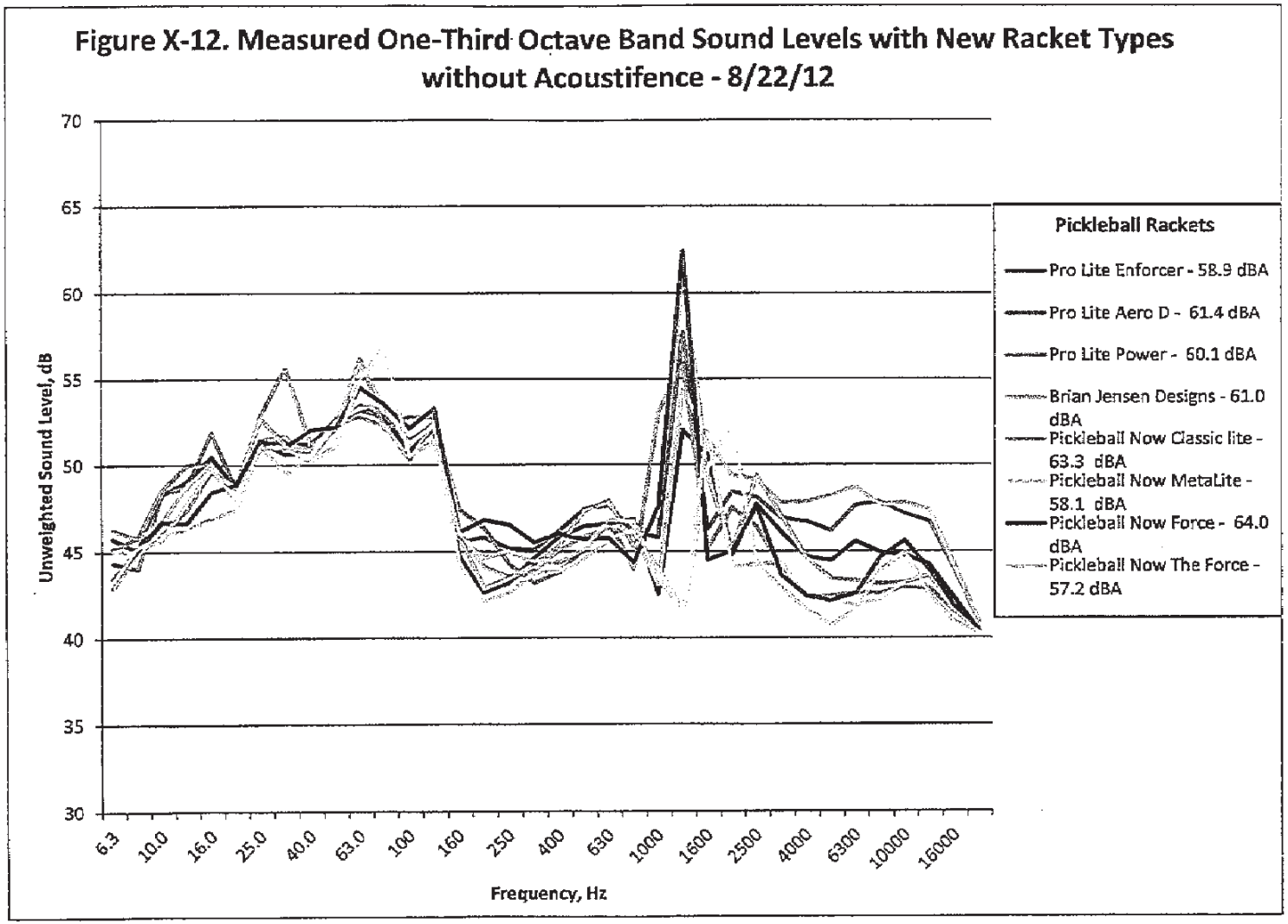
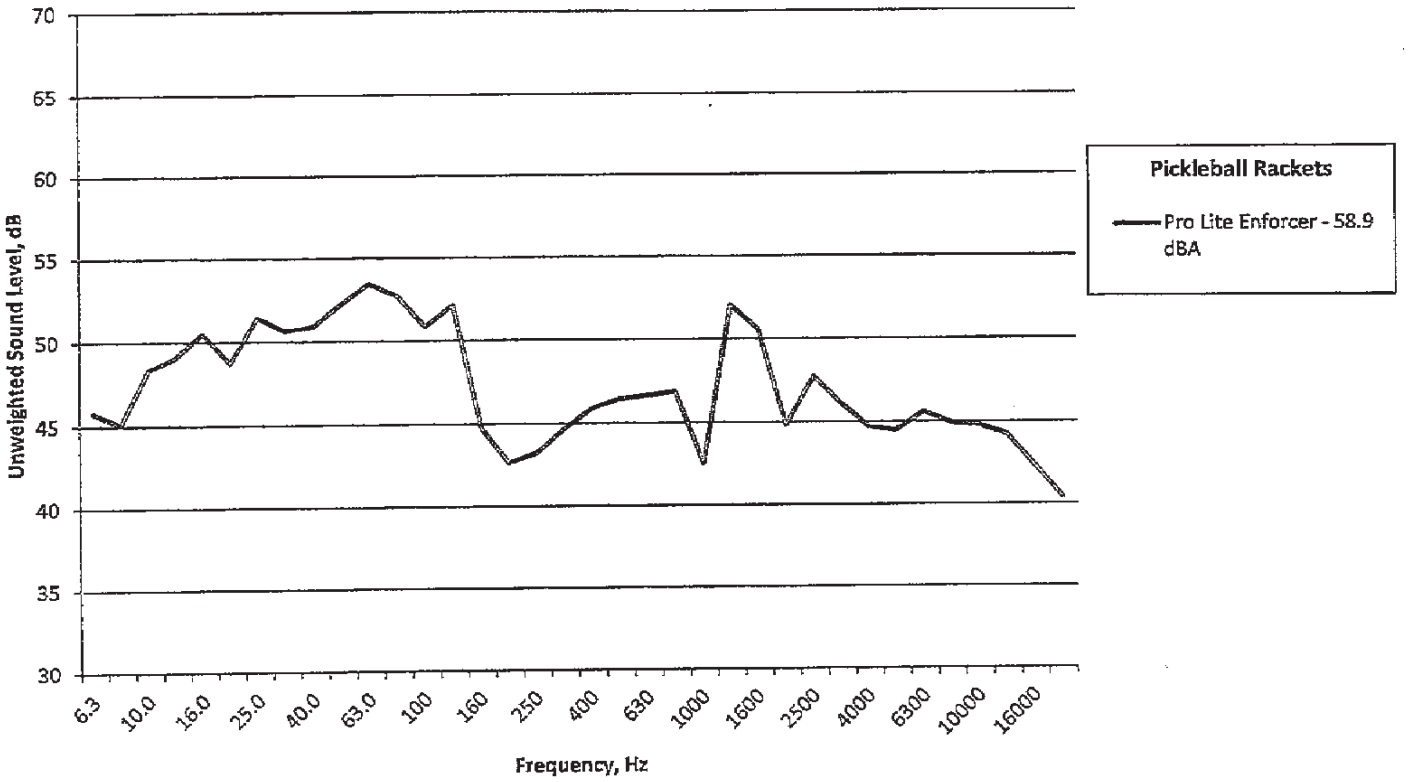
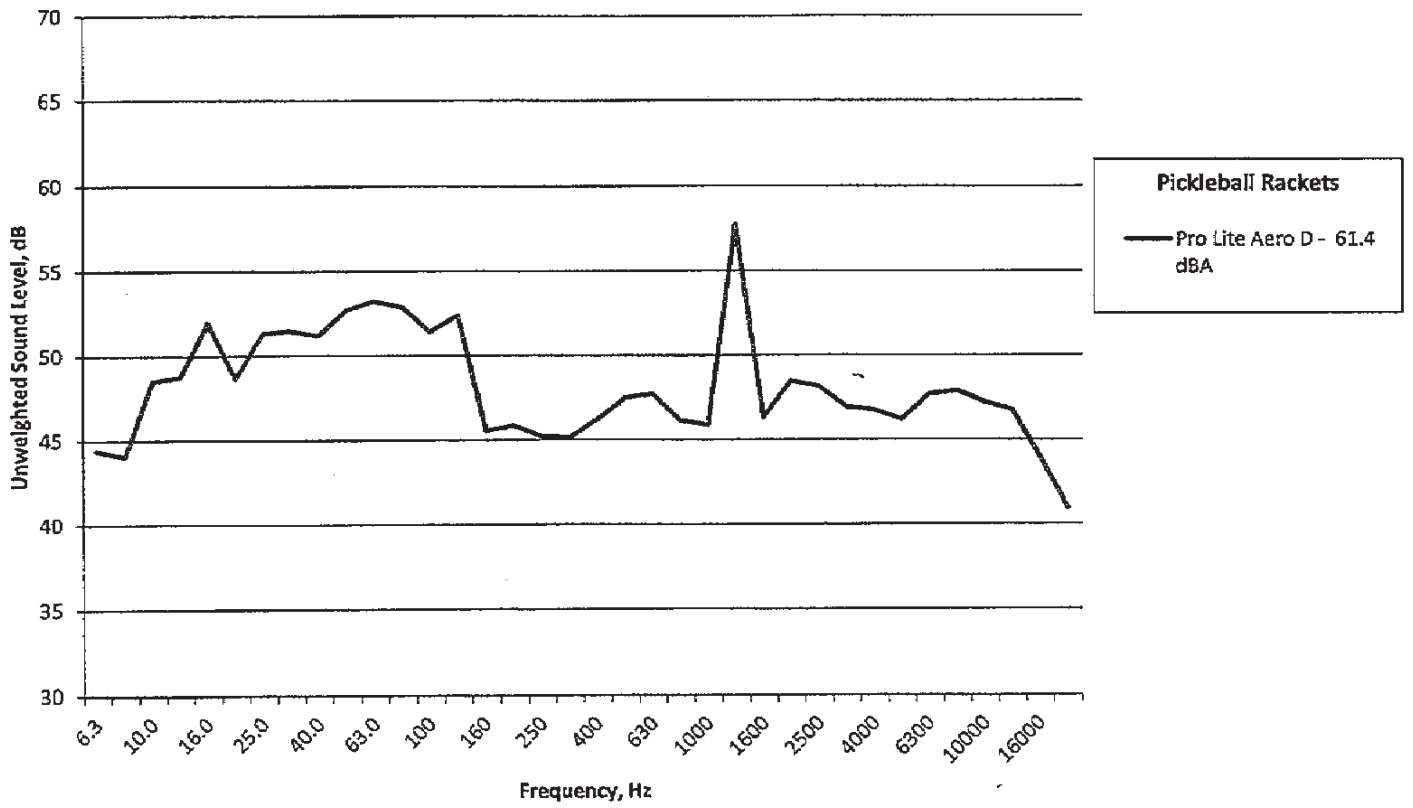


Figure X-13. Measured One-Third Octave Band Sound Levels with Pro Lite Enforcer



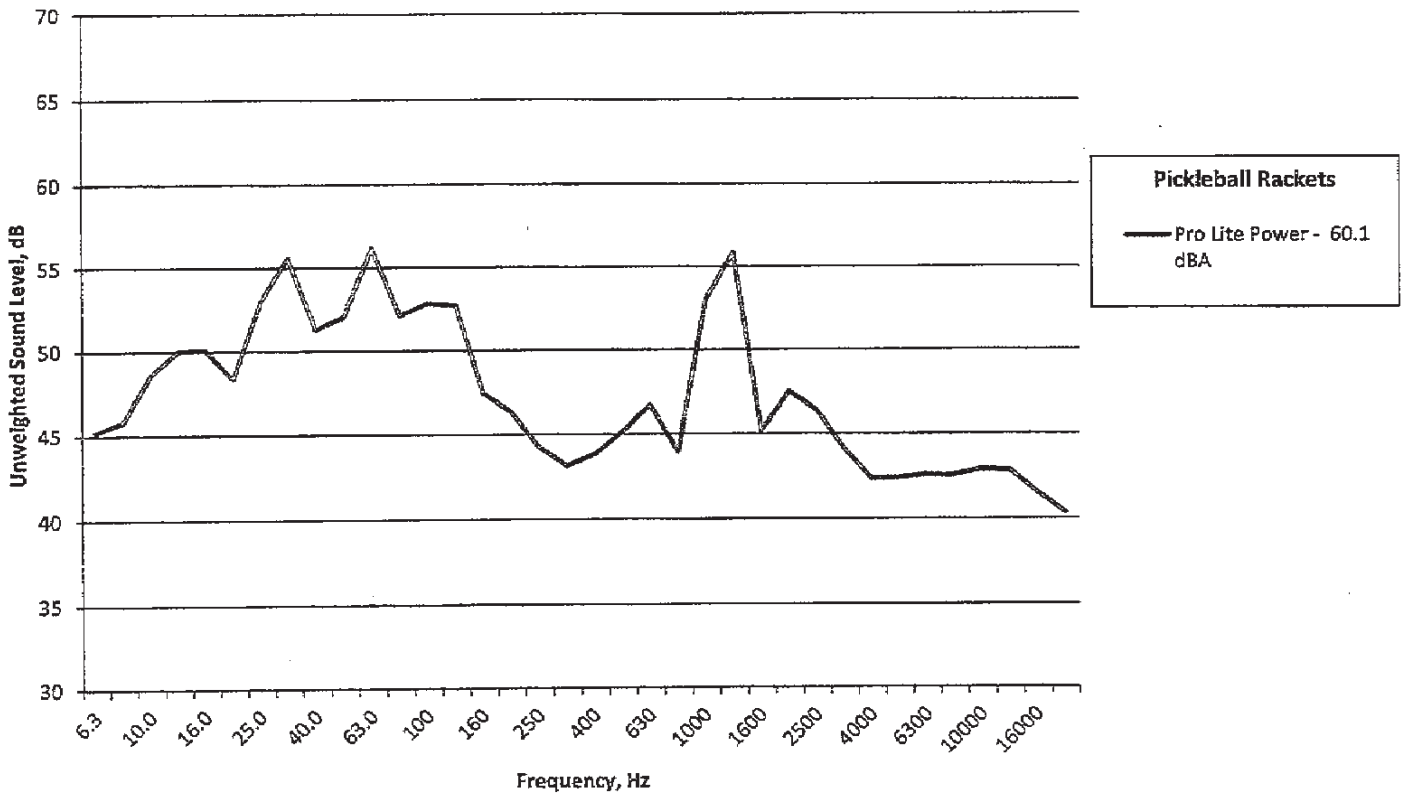
ACOUSTICS GROUP, INC.
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Figure X-14. Measured One-Third Octave Band Sound Levels with Pro Lite Aero D



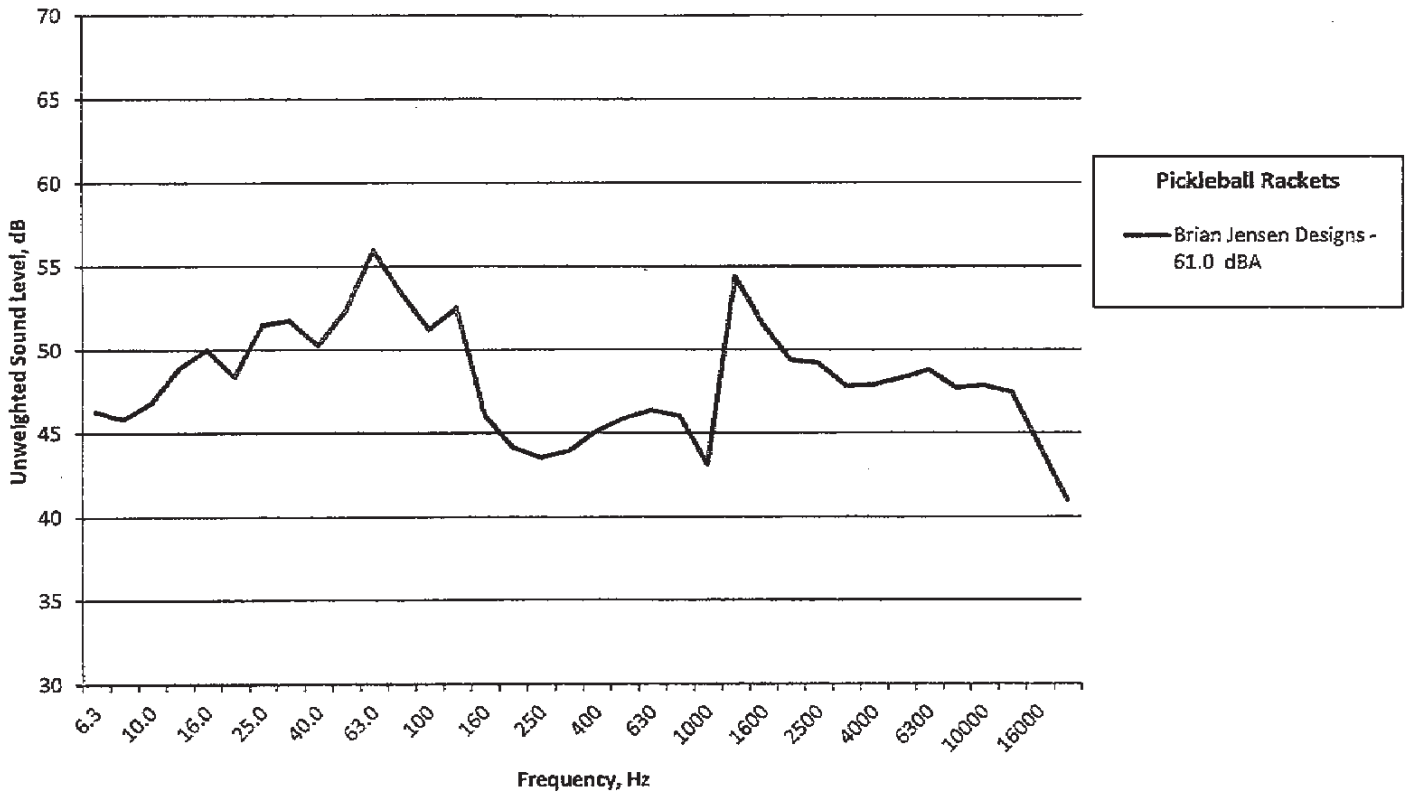
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Figure X-15. Measured One-Third Octave Band Sound Levels with Pro Lite Power



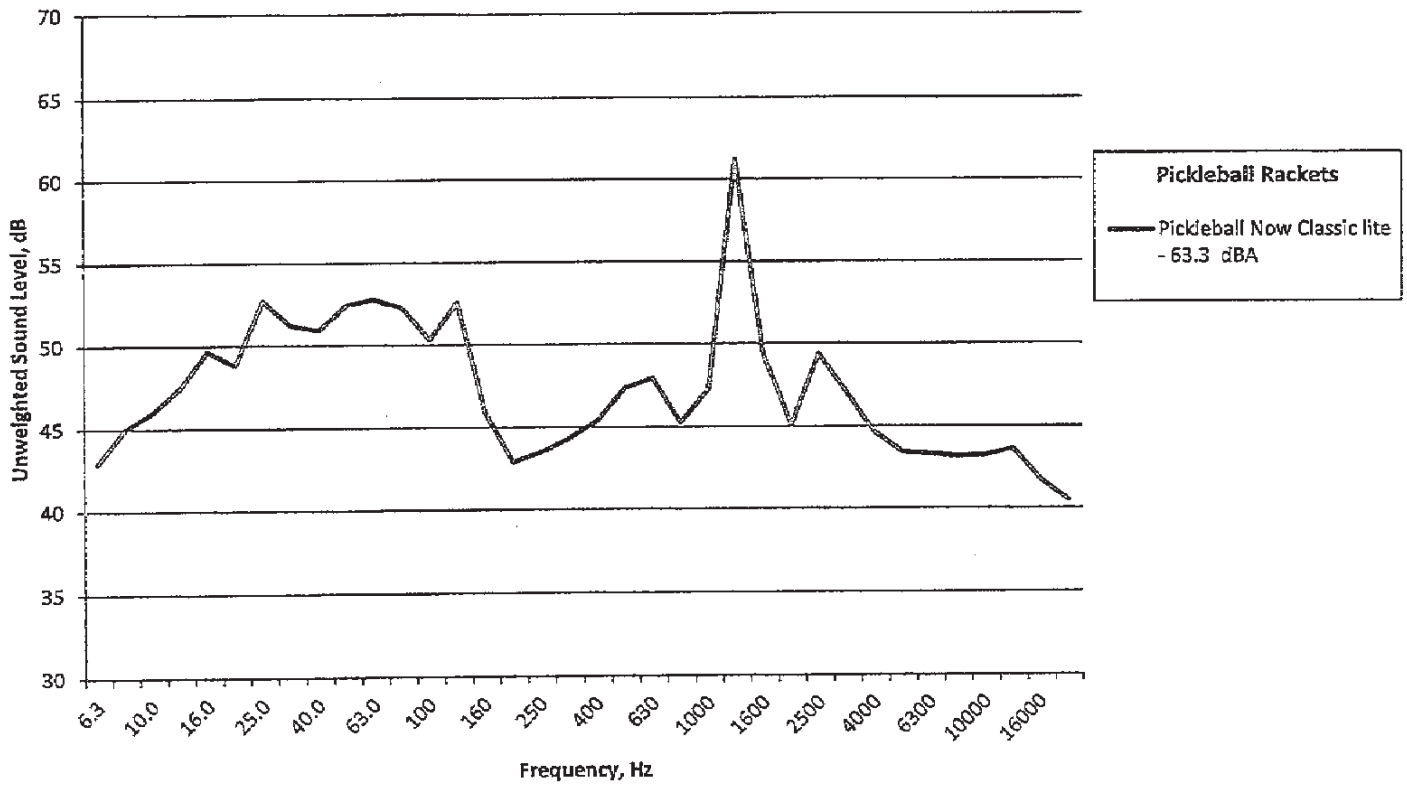
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Figure X-16. Measured One-Third Octave Band Sound Levels with Brian Jensen Designs



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Figure X-17. Measured One-Third Octave Band Sound Levels with Pickleball Now Classic lite



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Figure X-18. Measured One-Third Octave Band Sound Levels with Pickleball Now Meta Lite

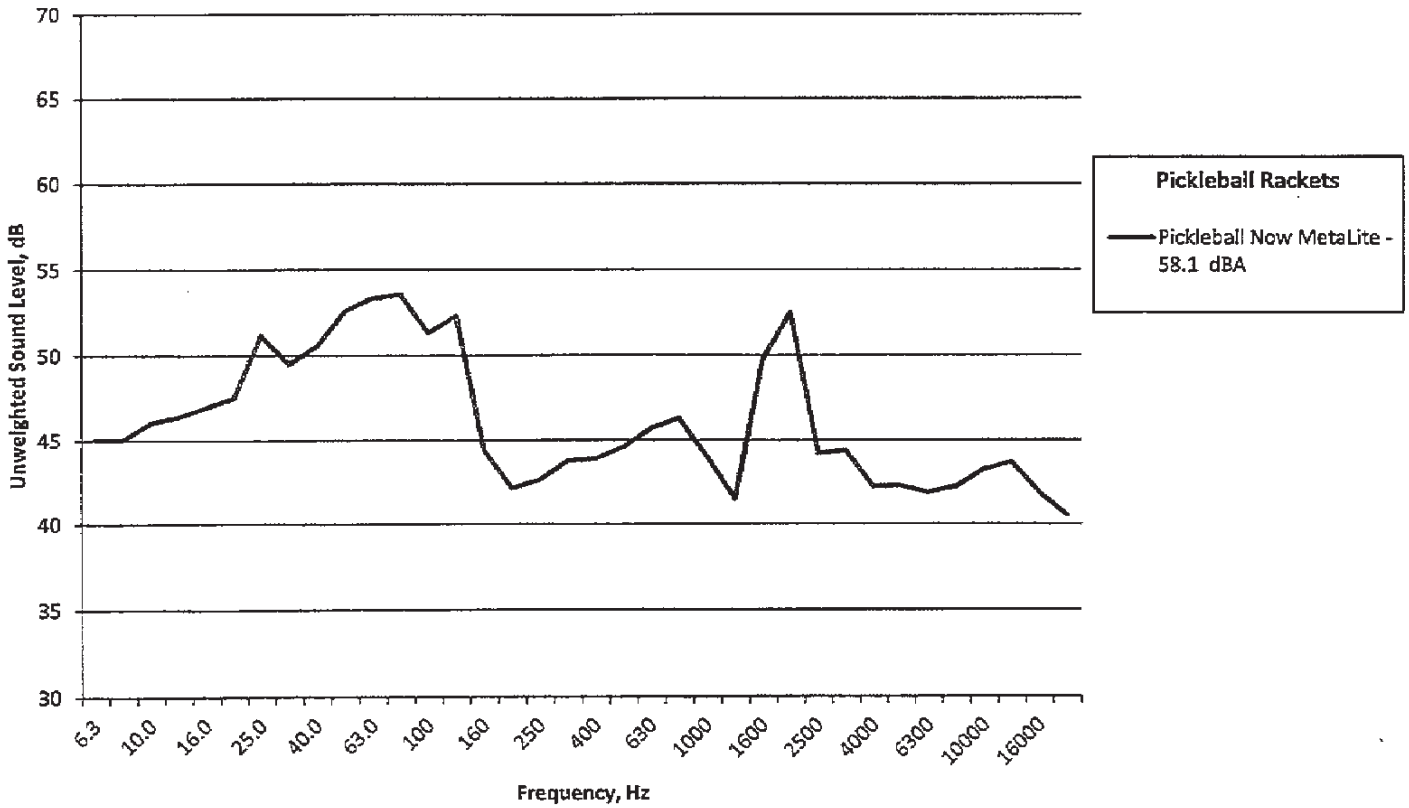
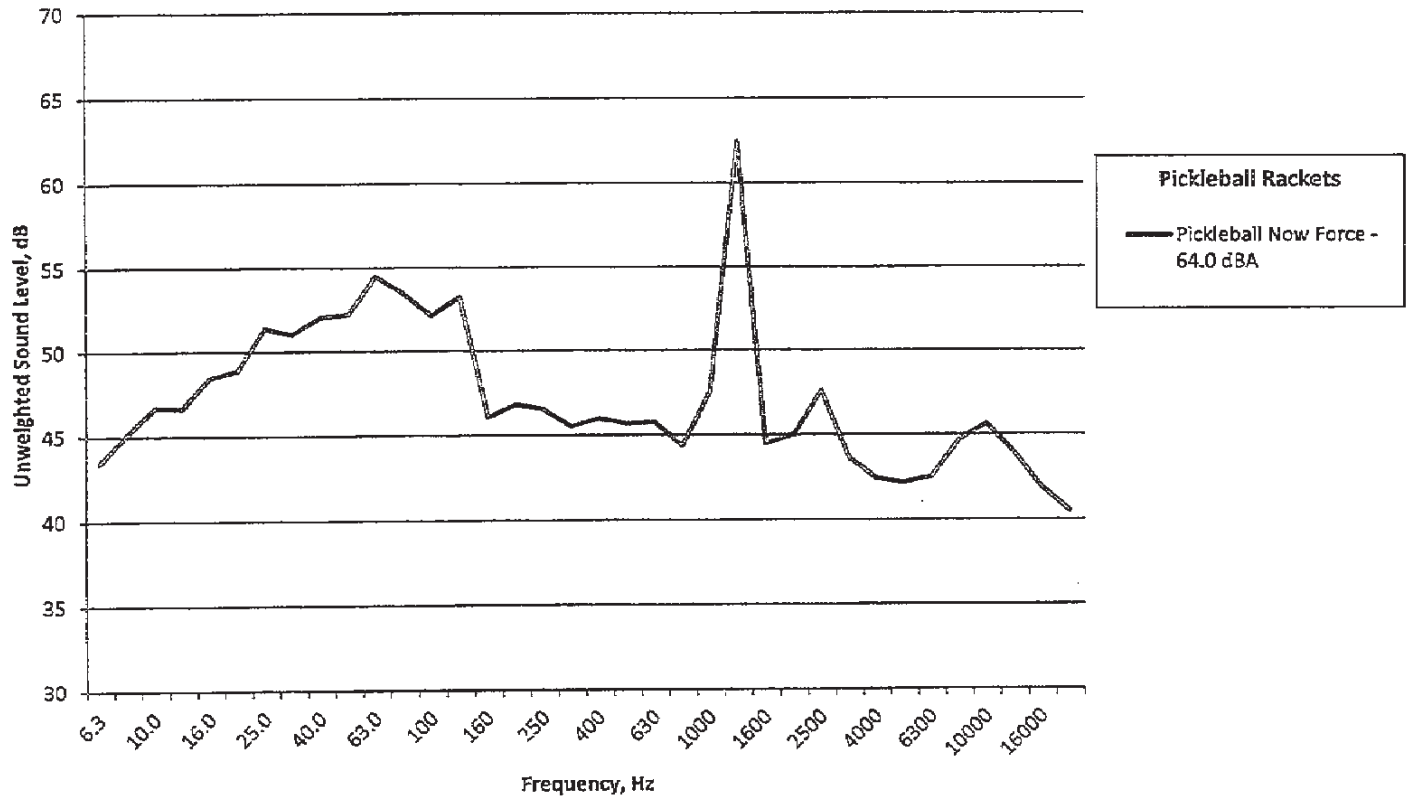
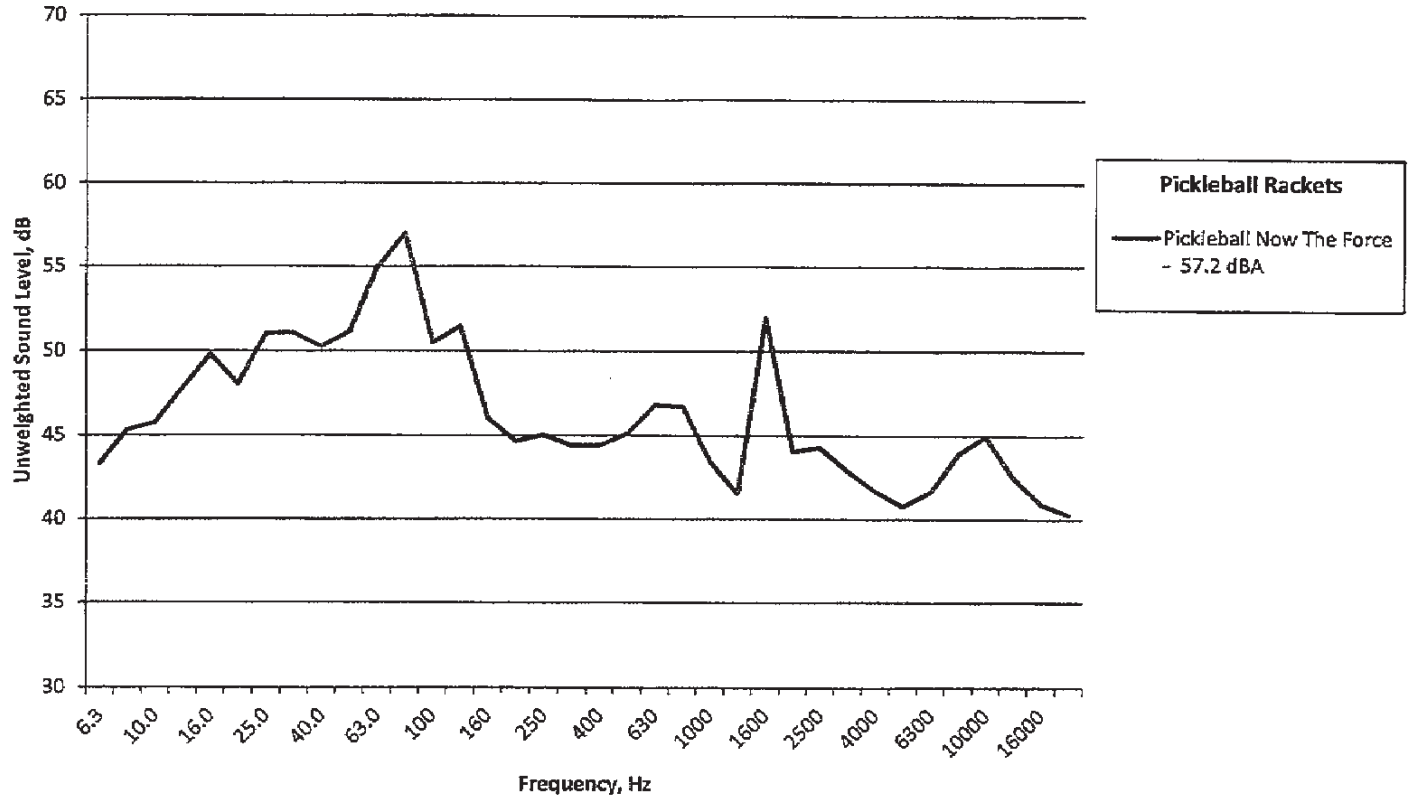


Figure X-19. Measured One-Third Octave Band Sound Levels with Pickleball Now Force



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Figure X-20. Measured One-Third Octave Band Sound Levels with Pickleball Now The Force



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Pickleball Noise Problems: Nearby Residents Complain. Shhhh Quiet!



***POP *POP *POP**

For those of us that love to play pickleball, there is something cool about the sound of a **pickleball ball** popping off the face of a **pickleball paddle** and the sound of noisy action **at the pickleball net.**

I actually get a little excited once I get within earshot of that sound as I walk up to the local courts and hear the activity of several pickleball games being played at the same time.

I guess for me, it's the anticipation of getting to play the sport I love and the fun time I know I am about to have. But **for many non-pickleball-playing residents that live near pickleball courts the sound can sour their view of the sport** and lead them to question if a sport that produces this, the noise level shouldn't be allowed.

Even many pickleball players we've spoken to agree that while they are playing they don't even really notice the popping sound, but once off the pickleball court they do realize it's pretty loud…and they **do understand how it could be annoying.**

Pickleball Noise Conflict

Here's a short video showing this exact problem where residents near Gilchrist Park in Punta Gorda, Florida have complained to the local city council.

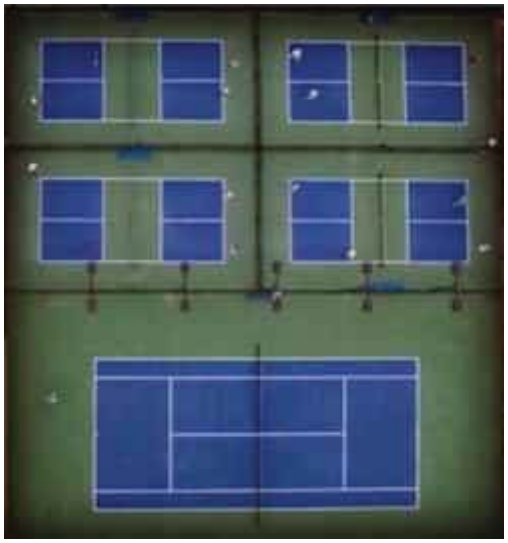
As the sport of pickleball continues to grow it's still one of the fastest growing sports in the US, if not the fastest (depending on who you ask) and more and more communities are including pickleball courts within their residential areas.

Click here to see a list of quiet pickleball paddles

Not only are courts being built in public parks and many tennis courts being converted to pickleball as popularity surges, but retirement communities, luxury condominiums, 55+ communities, gated golf communities and homeowners associations are including pickleball as one of the amenities they offer to attract new residents and meet the increased demand for pickleball facilities.

The issue has become so heated in some communities that **there have actually been lawsuits over pickleball noise!** Like this one here and this other lawsuit here.

Below: Aerial view showing comparison of pickleball court size vs. tennis court.



One of the noticeable changes in recent years has been the big shift from tennis to pickleball, as the demand for pickleball increases many idle tennis courts are being converted to pickleball. Tennis is relatively quiet, the sound of the ball coming off the racket strings is very muted compared to the clack, clack, clack of **pickleball paddles** hitting the ball.

There is really no disputing that pickleball is louder than tennis (although it wasn't a totally scientific study, I have seen someone test decibel levels on tennis courts vs pickleball courts… and pickleball was noisier.

Also many of these old tennis courts were sitting empty for much of the day. **There are eight tennis courts just a few minutes walk from my house and I don't remember the last time I saw them full during the week.** In comparison, the closest pickleball courts are jam packed with every time slot taken almost every day of the week.

So as an example…for someone who lived across the street from 8 tennis courts that were recently converted to pickleball, the area could easily have changed from a very quiet park to a bustling scene with 30+ people playing at a time, more people coming and going at the top of every hour and the constant popping sound that accompanies any pickleball game (multiply that sound by 8 games being played simultaneously!). I can understand why they are not happy.

On top of that, when tennis courts are converted to pickleball **you can fit up to 4 times as many courts in the same area** (see above photo).

We've heard a few non-pickleball residents jokingly say **they pray for rain to get relief** from the pops and pings they hear coming from the nearby pickleball courts!

Solutions for Pickleball Noise:

Soundproofing material placed around the entire pickleball court such as "Acoustifence". Tests have shown that this acoustic fencing can reduce pickleball noise up to 50%. While this is an effective solution for newly built courts and cities and communities that have the funds to upgrade their courts, many local municipal courts and communities do not have the budget for this upgrade.

Quiet Pickleball Paddles:

Classic wooden pickleball paddle (not known for being quiet)



The best and easiest solution for most players that live in noise restricted communities is to buy a quieter pickleball paddle.

Interestingly, there is a published list of quiet pickleball paddles online. Sun City Grand Pickleball Courts, located in the City of Surprise, AZ, just 45 minutes northwest of downtown Phoenix has tested a wide variety of popular pickleball paddle on the market and published a list of "Approved (Green Zone)" and "Banned (Red Zone)" paddles for use on their pickleball courts.

The pickleball association actually contracted an independent sound study company to measure the noise level in decibels and prohibit the use of paddles that exceed this level.

Here are some of the top selling paddles from major pickleball brands from the list. Again, this is not an official list and has not been verified outside of Sun City Grand but may be useful when looking to buy a quiet pickleball paddle.

For convenience, we've also published **a full list here with links to all the quiet paddles** on the list if you want to read reviews or check current prices.

This list is not sanctioned by USAPA and although this is not an official list with any authority outside their own community it has become a useful guide for many players looking for a quieter pickleball paddle and has been since used by other local pickleball communities as a reference for quiet vs noisy paddles. The list is updated regularly and new paddles on the market are tested and added to the list.

For a full updated list, see the Quiet Pickleball Paddle Approved/Banned List Noisy Pickleball Paddles list. (opens PDF)

Polymer core paddles are the quietest pickleball paddles on the market. After poly-core paddles, aluminum core are slightly quieter than Nomex. Composite (fiberglass face) are also quieter than graphite. These are just general guidelines and there are exceptions to those guidelines, your best bet would be to opt for a polymer core pickleball paddle.

The quietest pickleball paddle?

Patriot Pickleball Paddle company designs and manufacturers "Quiet" Pickleball Paddles specifically designed for low noise. They've already launched their first **patent-pending paddle called the "Sniper"**. The Paddles are made from polypropylene honeycomb core with rigid polyurethane foam center which dampens noise.

Other Possible Fix for Pickleball Noise:

Practice balls:

There are a couple quieter balls on the market of foam like **this one** **and** **this one** from Gamma Sports.

These can be great practice tools (hitting against the wall on a rainy day and are good for warming up.

If you really can't play with a regulation pickleball (after hours or noise restrictions) you could still have a lot of fun with these and play a game of pickleball but honestly we don't see these practice balls as total solution since very few players are going to use these to play a competitive game of pickleball. Although the ball is similar in size, because it is soft it really does not have the same touch or feel of a real pickleball.



As some readers have pointed out recently, it really may take a redesign of the ball to solve the problem, it's seems that will all the technological advances in sporting equipment we could figure out a ball with similar level of bounce and action without the harsh popping sound…

As the sport continues to grow, there will inevitably be more debate regarding pickleball noise between pickleball players and the people who live near pickleball courts (especially those that do not play). To minimize the number of confrontations city planners and the people who design and construct courts (or convert tennis courts) will really need to make noise reduction a priority.

Pickleball is such a great sport and has so many benefits to the people that play it, especially the positive aspect of building friendships and community based on a common love for the sport that we would hate for the noise issue to leave a negative mark.

Pickleball equipment manufacturers now have the challenge of coming up with quieter paddles and quieter balls. We've already seen some new products launched to help meet the demand for quiet paddles and will hopefully see pickleball companies coming up with more solutions to help make the game quieter without negatively impacting the game play.

Research and development takes time, but it will be interesting to see what kind of paddles we are playing with a decade from now! With all of the recent advances in paddles, I would be surprised if the noise levels didn't come down somewhat by then.

There have been so many advances in paddle technology and the materials used to make paddles. If you take a look at **newly released pickleball paddles,** they are more lightweight, durable and designed to improve game performance (spin, touch, feel, balance, etc).

Because of these advances we're pretty sure that paddle noise level will also be addressed in future as newer paddles come to market and more players demand it. It is also in the pickleball brands' best interest as there are already posted lists of banned paddles in some communities which must have some effect on sales of those paddles named on the list.

The bigger issue with pickleball noise that would have the most impact is really **court acoustics and sound dampening** and that will take time and budget to resolve. Acoustic walls, protective fencing and logical city and community planning is needed to make pickleball facilities that best meet the needs of players while respecting the rights of local residents to peace and quiet.

As many readers have mentioned, **the ball design really needs to be a top priority and the industry needs to come up with a solution** (balls are not exactly cheap and do need to be replaced relatively often so coming up with a quiet but durable one would be the ideal solution for players).

Pickleball players can also do their part by limiting unnecessary noises (large groups, etc), playing only during allowed times and respecting noise levels especially early morning and late evening, playing with soft foam practice balls if needed. And when possible, selecting quieter paddles (when requested by local communities and respecting any posted ban on "noiser" paddles).

Although **some people have proposed a decibel rating be placed on paddle**, up until now there has been no official noise rating on paddles. It seems unlikely that this will be a reality anytime soon considering there are several factors involved: the paddle, ball used and force of the stroke that each pickleball player would create a unique sound…and it may easily vary from one hit to the next.

To me it seems like there are just to many variables, unless the USAPA or other governing body like the IFP comes up with a standard paddle noise testing requirement such as firing a pickleball (specific brand/model?) at x/mph from a certain distance?

SCG News - Pickleball Paddle Approved/Banned List

Sun City Grand®

Community Association Management

Dear Sun City Grand Community Association Members,

In an effort to reduce the recreational noise caused by the game of Pickleball, the Sun City Grand Board of Directors contracted with a sound study company to try and determine which paddles were creating sound at a decibel that some residents living in the area found unacceptable. While we acknowledge that most recreational sports create noise, we also acknowledge that changes in the manufacturing of paddles used in the game of Pickleball have also changed the noise created by the game, compared to several years ago.

In addition to the sound study performed by an independent company, the Sun City Grand Pickleball Club provided assistance by testing the most commonly used paddles, allowing us to create a chart so those playing the game or thinking of playing the game would know what paddles are allowed on Sun City Grand Pickleball Courts. One thing pointed out and also observed is that a simple "ear" test (listening to play) will also alert those monitoring the use when a player is using a paddle that is much louder than the approved paddles.

Below is a chart sorted into Green and Red Zones:

Green Zone - Those paddles fall within acceptable noise levels and are approved for use on the Sun City Grand Pickleball Courts. If you are looking to buy a new paddle, you would be safe to choose a paddle from this zone.

Green Zone paddles are the only paddles approved for use on SCG PB Courts.

Red Zone - These paddles are not allowed on the courts in Sun City Grand under any circumstances.

Sincerely,
SCG Board of Directors

The paddle testing we perform is for our communities use and is only made available to other communities as a courtesy. It is not, and never will be, a perfect test but it has reduced the noise from paddle use on our courts significantly and is therefore an important part of our communities desire to reduce the noise at our courts.

Grand Pickleball Club Paddle Sound Study

Sort by Manufacturer and Model - March 12, 2019

Brand	Model	Usage
Aero Paddles	Swift	**Green Zone** **Approved for use in Sun City Grand.** **ONLY BUY PADDLES LISTED IN THE GREEN ZONE.** **Paddles not on this list may not be used on SCG Pickleball courts.**
Aero Paddles	Swift 2.0	
Amazin' Aces	AA Pro Series Cambria	
Amazin' Aces	Quality Sporting Goods Graphite	
Amazin' Aces	Signature	
Athlete Ratings	Play Hard	
Darin's Pickleball Paddle	Pro Shop	
Dink Sports	Black and Blue	
Eastport Pickleball	Champion	
Engage Pickleball	Elite Pro	
Engage Pickleball	Encore	
Engage Pickleball	Encore Blade	
Engage Pickleball	Encore Lite	
Engage Pickleball	Encore Pro	
Engage Pickleball	Encore X Series	
Engage Pickleball	Guardian	
Engage Pickleball	Guardian II	
Engage Pickleball	Mystic	
Engage Pickleball	Pulse	
Engage Pickleball	Spartan	
Engage Pickleball	Tear Drop	
Engage Pickleball	Ultimate	
Engage Pickleball	Ultimate	
Engage Pickleball	Ultra	
Gamma	Proton	
Gamma	Razor	
Gamma	Twister	
Head	Extreme Pro	
Head	Extreme Pro L	
Head	Extreme Tour	
Head	Radical Elite	
Head	Radical Pro	
Head	Radical Tour	
Laser Sport Products	1402 (Wood)	
Laser Sport Products	1403 (Wood)	
Laser Sport Products	1404 (Wood)	
Manta	Cylon	
Manta	Extreme	
Manta	Matrix	
Manta	Tornado F5 Edgeless (GGG) Poly Core	
Monarch	Dragon Slayer	
Monarch	Mercenary Graphite	

Onix Sports	Attitude	
Onix Sports	Evoke Graphite	
Onix Sports	Evoke Oval	
Onix Sports	Evoke Pro	
Onix Sports	Evoke Square	
Onix Sports	Graphite Phantom Widebody	
Onix Sports	Graphite Zen	
Onix Sports	React	
Onix Sports	Signature	
Onix Sports	Summit	
Onix Sports	Voyager	
Onix Sports	Wood	
Onix Sports	Z5 Widebody Graphite	
Onix Sports/S-Type	Core 2 Graphite	
Onix Sports/S-Type	Slammer Graphite	
Onix Sports/S-Type	Z5 Widebody	
PaddleBoardZ	Tracker	
Paddletek	Bantam EX-L	
Paddletek	Element	
Paddletek	Phoenix Pro	
Paddletek	Power Pro Play	
Paddletek	Stratus	
Paddletek	Sweet Spot	
Paddletek	Tempest	
Paddletek	Ultra Sweet Spot	
Paddletek	Ultra Warp 9	
Pickle-Ball Inc.	Attack (Graphite - Aluminum)	
Pickle-Ball Inc.	Attack 2.0	
Pickle-Ball Inc.	Elite (Graphite - Aluminum)	
Pickle-Ball Inc.	Elite Finesse	
Pickle-Ball Inc.	Elite Power	
Pickle-Ball Inc.	Elite Skill	
Pickle-Ball Inc.	Venom	
Pickleball Now	Classic Lite (edgeless, discontinued)	
Pickleball Now	Classic Metalite	
Pickleball Now	Club (wood)	
Pickleball Now	Force Classic	
Pickleball Now	PN2000	
Pickleball Now	The Edge	
Pickleball Now	The Force Metalite	
Pickleball Now	Whomper	
Pickleball Now	XL Lite	
PicklePaddles Plus	Hyper Wide	
PicklePaddles Plus	Nexus Alloy	
PicklePro	Barricade	
POP	Aluminum AMHC	
POP	ATHC Aluminum Tear Drop Honeycomb	

POP	AXLHC	
ProLite Sports	Apex Power	
ProLite Sports	Chrome N-R-G	
ProLite Sports	Covert	
ProLite Sports	Crush Power Spin	
ProLite Sports	Cypher Pro	
ProLite Sports	Enforcer Graphite	
ProLite Sports	Groove	
ProLite Sports	Magnum XP	
ProLite Sports	Power	
ProLite Sports	Rebel Power Spin	
ProLite Sports	Rocket XL	
ProLite Sports	Rockstar	
ProLite Sports	Supernova Black Diamond Series Pro	
ProLite Sports	Surface NRG	
ProLite Sports	Titan	
ProLite Sports	Titan Pro	
RiverStyks	Fox Orange	
RiverStyks	Fox Purple	
RiverStyks	Rubicon	
Selkirk Sport	200PXL	
Selkirk Sport	300AXL	
Selkirk Sport	EPIC 20PXL Composite	
Selkirk Sport	Epic 30PXL Graphite	
Selkirk Sport	Epic Amped X5 Fiberflex	
Selkirk Sport	Latitude Composite Wide Body	
Selkirk Sport	Maxima 21P MXO	
Selkirk Sport	Maxima Amped X5 Fiberflex	
Selkirk Sport	Neo	
Selkirk Sport	Omni	
Selkirk Sport	Omni Amped X5 Fiberflex	
Selkirk Sport	Pro S1C	
Selkirk Sport	Pro S1C+	
Selkirk Sport	Pro S1G	
Selkirk Sport	Pro S1G+	
Selkirk Sport	S2 Amped X5 Fiberflex	
Third Shot Drop	Chaos TSD-CE	
Third Shot Drop	Chaos TSD-CH	
Third Shot Drop	Chaos TSD-CI	
Third Shot Drop	Kratos TSD KB	
Third Shot Drop	Kratos TSD KE	
Third Shot Drop	Kratos TSD KG	
Third Shot Drop	Kratos TSD KH	
Third Shot Drop	Kratos TSD KI	
TMPR Sports	Sports Tantrum V	
TMPR Sports	Tantrum GXT Enhanced Graphite	
Topp	Graphite XJ-900	

Topp	Reacher Graphite	
Topp	Revive	
Topp	XJ-900	
Topp	Reacher	
Wilson	Champ	
Wilson	Surge	
ZZT	Carbon Fiber Weave	
ZZT	Contour Thin (lite)	
ZZT	EVO Classic-Q	
ZZT	EVO II	
ZZT	EVO II Vinyl Cover	
ZZT	Fuzion	
ZZT	Fuzion Pro	
ZZT	Graphic	
ZZT	Original	
ZZT	Z	

Grand Pickleball Club Paddle Sound Study

Sort by Manufacturer and Model - March 12, 2019

Brand	Model	Usage
Coach Mo	Sweet Spot	**Red Zone** **Paddles banned for use in Sun City Grand.** **DO NOT BUY THESE PADDLES.**
Coach Mo	Sweet Spot Lite	
Engage Pickleball	Encore GP	
Engage Pickleball	Encore Max	
Engage Pickleball	Encore XL	
Engage Pickleball	Raven Wide Body	
Gamma	Atomic	
Gamma	Fusion	
Gamma	Ion	
Gamma	Micron	
Gamma	Mirage	
Gamma	Voltage	
Head	Extreme Elite	
Head	Radical Pro L	
Manta	Pro-Team	
Manta	Stingray	
Manta	Tornado F5 & Manta Ray Nomex Core	
Onix Sports	Phantom Widebody	
Onix Sports/S-Type	Core 2 Composite	
Onix Sports/S-Type	Storm	
Onix Sports/S-Type	Storm Graphite	
Onix Sports/S-Type	Stryker Graphite	
Paddletek	Warp 9	
Pickleball Depot	Victory CF3	
Pickle-Ball Inc.	Champion (Fiberglass-Aluminum)	
Pickle-Ball Inc.	Champion (Graphite-Nomex)	
Pickle-Ball Inc.	Champion Aluminum	
Pickle-Ball Inc.	Champion Graphite	
Pickle-Ball Inc.	Elite (Graphite - New Paper Core)	
Pickle-Ball Inc.	Legacy	
Pickle-Ball Inc.	Revolution (Graphite - Nomex)	
Pickle-Ball Inc.	Tracer	
Pickle-Ball Inc.	Vortex 2.0	
Pickleball Now	Classic Lite II (2013 model with edge guard)	
Pickleball Now	Competition	
Pickleball Now	XL Carbon	
Pickleball Now	XL Lite	
PickleballPaddlesPlus	Hyper Lite	
PicklePaddles Plus	Nexus Carbon	
PicklePro	Classic	
POP	4.0 Touch	
POP	5.0 Touch	
POP	7.5 Dual Touch	
POP	E-glass /HC	

POP	Graphite Tear Honeycomb	
ProLite Sports	Aero-D Graphite	
ProLite Sports	Blaster 2 Alloy	
ProLite Sports	Classic	
ProLite Sports	Graphite Blaster	
ProLite Sports	Impact	
ProLite Sports	Intercept 1 Series	
ProLite Sports	Magnum Composite	
ProLite Sports	Magnum Graphite (Used)	
RiverStyks	Kicking Horse	
RiverStyks	Kicking Horse 2.0	
RiverStyks	Tigris	
Selkirk Sport	200AL	
Selkirk Sport	200AXL	
Third Shot Drop	Chaos TSD-CA	
Third Shot Drop	Chaos TSD-CB	
Third Shot Drop	Chaos TSD-CC	
Third Shot Drop	Chaos TSD-CD	
Third Shot Drop	Chaos TSD-CF	
Third Shot Drop	Chaos TSD-CG	
Third Shot Drop	Kratos TSD KA	
Third Shot Drop	Kratos TSD KC	
Third Shot Drop	Kratos TSD KD	
Third Shot Drop	Kratos TSD KF	
Viking	Re-Ignite	
Viking	Re-Ignite Lite	
Viking	Synergy	
WhipperSnapper	Light	
WhipperSnapper	Medium Weight (2 weeks old)	
WhipperSnapper	Medium Weight (Used - Detuned)	
WhipperSnapper	New model 2014	
WhipperSnapper	PT	
WhipperSnapper	X Heavy	
WhipperSnapper	XX Heavy	
Wilson	BLX	
Wilson	BLX	
Wilson	Energy	
Wilson	XCEL	
ZZT	Classic Thin (lite)	
ZZT	EVO Classic	

SCG Paddle Rule Questions and Answers

Q & A (Small print disclosure: These are club interpretations of the rule and are subject to clarification if CAM disagrees)

Q: When does this rule start?
A: This rule is effective immediately.

Q: Where is the Paddle Approved/Banned list posted?
A: The list is posted on our website at http://grandpickleball.org/paddlerule.pdf and on the bulletin board at the courts. Monitors should refer inquiries to the bulletin board or our website.

Q: Where can I buy approved paddles?
A: Go to our website at http://grandpickleball.org/pickleball-links-vendors/ for a list of vendors.

Q: My paddle is not on the list, can I use it?
A: No.

Q: What if I ignore this rule and continue to play with any paddle I choose during club events?
A: If you ignore the rule during club events, you will be breaking a Community rule that our club must enforce under the Charter Club Rules and Regulations. That could lead to suspension of club play for a period of time and continued use could lead to a suspension of all resident privileges by CAM.

Q: What if I ignore this rule and continue to play with any paddle I choose during non club events?
A: The Association will monitor the courts for non compliance, either by personally visiting the courts or by neighborhood complaints. Violators will be asked to stop using banned or noisy paddles. Failure to comply could lead to suspension of all resident privileges by CAM.

Observations at the courts have shown that most of you are complying with the rules. It is obvious and very easy to pick out someone who is using a banned paddle.

We have received compliments from CAM for our clubs willingness to reduce noise from the courts. Thank you to everyone that has complied. We have an outstanding club.

Home Page

Pickleball Noise Problems: Nearby Residents Complain. Shhhh Quiet!



***POP *POP *POP**

For those of us that love to play pickleball, there is something cool about the sound of a **pickleball ball** popping off the face of a **pickleball paddle** and the sound of noisy action **at the pickleball net.**

I actually get a little excited once I get within earshot of that sound as I walk up to the local courts and hear the activity of several pickleball games being played at the same time.

I guess for me, it's the anticipation of getting to play the sport I love and the fun time I know I am about to have. But **for many non-pickleball-playing residents that live near pickleball courts the sound can sour their view of the sport** and lead them to question if a sport that produces this, the noise level shouldn't be allowed.

Even many pickleball players we've spoken to agree that while they are playing they don't even really notice the popping sound, but once off the pickleball court they do realize it's pretty loud…and they **do understand how it could be annoying.**

Pickleball Noise Conflict

Here's a short video showing this exact problem where residents near Gilchrist Park in Punta Gorda, Florida have complained to the local city council.

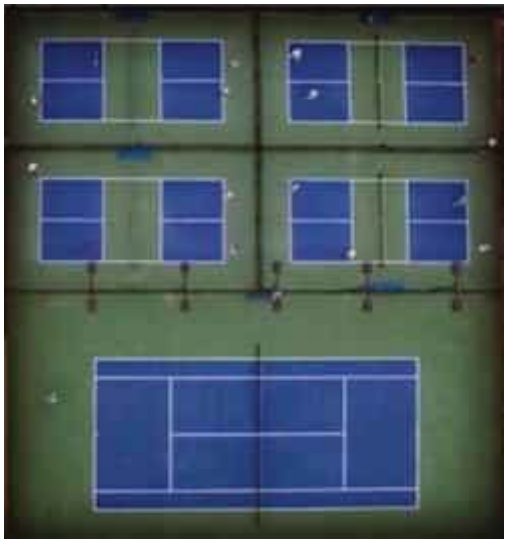
As the sport of pickleball continues to grow it's still one of the fastest growing sports in the US, if not the fastest (depending on who you ask) and more and more communities are including pickleball courts within their residential areas.

Click here to see a list of quiet pickleball paddles

Not only are courts being built in public parks and many tennis courts being converted to pickleball as popularity surges, but retirement communities, luxury condominiums, 55+ communities, gated golf communities and homeowners associations are including pickleball as one of the amenities they offer to attract new residents and meet the increased demand for pickleball facilities.

The issue has become so heated in some communities that **there have actually been lawsuits over pickleball noise!** Like this one here and this other lawsuit here.

Below: Aerial view showing comparison of pickleball court size vs. tennis court.



One of the noticeable changes in recent years has been the big shift from tennis to pickleball, as the demand for pickleball increases many idle tennis courts are being converted to pickleball. Tennis is relatively quiet, the sound of the ball coming off the racket strings is very muted compared to the clack, clack, clack of **pickleball paddles** hitting the ball.

There is really no disputing that pickleball is louder than tennis (although it wasn't a totally scientific study, I have seen someone test decibel levels on tennis courts vs pickleball courts… and pickleball was noisier.

Also many of these old tennis courts were sitting empty for much of the day. **There are eight tennis courts just a few minutes walk from my house and I don't remember the last time I saw them full during the week.** In comparison, the closest pickleball courts are jam packed with every time slot taken almost every day of the week.

So as an example…for someone who lived across the street from 8 tennis courts that were recently converted to pickleball, the area could easily have changed from a very quiet park to a bustling scene with 30+ people playing at a time, more people coming and going at the top of every hour and the constant popping sound that accompanies any pickleball game (multiply that sound by 8 games being played simultaneously!). I can understand why they are not happy.

On top of that, when tennis courts are converted to pickleball **you can fit up to 4 times as many courts in the same area** (see above photo).

We've heard a few non-pickleball residents jokingly say **they pray for rain to get relief** from the pops and pings they hear coming from the nearby pickleball courts!

Solutions for Pickleball Noise:

Soundproofing material placed around the entire pickleball court such as "Acoustifence". Tests have shown that this acoustic fencing can reduce pickleball noise up to 50%. While this is an effective solution for newly built courts and cities and communities that have the funds to upgrade their courts, many local municipal courts and communities do not have the budget for this upgrade.

Quiet Pickleball Paddles:

Classic wooden pickleball paddle (not known for being quiet)



The best and easiest solution for most players that live in noise restricted communities is to buy a quieter pickleball paddle.

Interestingly, there is a published list of quiet pickleball paddles online. Sun City Grand Pickleball Courts, located in the City of Surprise, AZ, just 45 minutes northwest of downtown Phoenix has tested a wide variety of popular pickleball paddle on the market and published a list of "Approved (Green Zone)" and "Banned (Red Zone)" paddles for use on their pickleball courts.

The pickleball association actually contracted an independent sound study company to measure the noise level in decibels and prohibit the use of paddles that exceed this level.

Here are some of the top selling paddles from major pickleball brands from the list. Again, this is not an official list and has not been verified outside of Sun City Grand but may be useful when looking to buy a quiet pickleball paddle.

For convenience, we've also published **a full list here with links to all the quiet paddles** on the list if you want to read reviews or check current prices.

This list is not sanctioned by USAPA and although this is not an official list with any authority outside their own community it has become a useful guide for many players looking for a quieter pickleball paddle and has been since used by other local pickleball communities as a reference for quiet vs noisy paddles. The list is updated regularly and new paddles on the market are tested and added to the list.

For a full updated list, see the Quiet Pickleball Paddle Approved/Banned List Noisy Pickleball Paddles list. (opens PDF)

Polymer core paddles are the quietest pickleball paddles on the market. After poly-core paddles, aluminum core are slightly quieter than Nomex. Composite (fiberglass face) are also quieter than graphite. These are just general guidelines and there are exceptions to those guidelines, your best bet would be to opt for a polymer core pickleball paddle.

The quietest pickleball paddle?

Patriot Pickleball Paddle company designs and manufacturers "Quiet" Pickleball Paddles specifically designed for low noise. They've already launched their first **patent-pending paddle called the "Sniper"**. The Paddles are made from polypropylene honeycomb core with rigid polyurethane foam center which dampens noise.

Other Possible Fix for Pickleball Noise:

Practice balls:

There are a couple quieter balls on the market of foam like **this one** **and** **this one** from Gamma Sports.

These can be great practice tools (hitting against the wall on a rainy day and are good for warming up.

If you really can't play with a regulation pickleball (after hours or noise restrictions) you could still have a lot of fun with these and play a game of pickleball but honestly we don't see these practice balls as total solution since very few players are going to use these to play a competitive game of pickleball. Although the ball is similar in size, because it is soft it really does not have the same touch or feel of a real pickleball.



As some readers have pointed out recently, it really may take a redesign of the ball to solve the problem, it's seems that will all the technological advances in sporting equipment we could figure out a ball with similar level of bounce and action without the harsh popping sound…

As the sport continues to grow, there will inevitably be more debate regarding pickleball noise between pickleball players and the people who live near pickleball courts (especially those that do not play). To minimize the number of confrontations city planners and the people who design and construct courts (or convert tennis courts) will really need to make noise reduction a priority.

Pickleball is such a great sport and has so many benefits to the people that play it, especially the positive aspect of building friendships and community based on a common love for the sport that we would hate for the noise issue to leave a negative mark.

Pickleball equipment manufacturers now have the challenge of coming up with quieter paddles and quieter balls. We've already seen some new products launched to help meet the demand for quiet paddles and will hopefully see pickleball companies coming up with more solutions to help make the game quieter without negatively impacting the game play.

Research and development takes time, but it will be interesting to see what kind of paddles we are playing with a decade from now! With all of the recent advances in paddles, I would be surprised if the noise levels didn't come down somewhat by then.

There have been so many advances in paddle technology and the materials used to make paddles. If you take a look at **newly released pickleball paddles,** they are more lightweight, durable and designed to improve game performance (spin, touch, feel, balance, etc).

Because of these advances we're pretty sure that paddle noise level will also be addressed in future as newer paddles come to market and more players demand it. It is also in the pickleball brands' best interest as there are already posted lists of banned paddles in some communities which must have some effect on sales of those paddles named on the list.

The bigger issue with pickleball noise that would have the most impact is really **court acoustics and sound dampening** and that will take time and budget to resolve. Acoustic walls, protective fencing and logical city and community planning is needed to make pickleball facilities that best meet the needs of players while respecting the rights of local residents to peace and quiet.

As many readers have mentioned, **the ball design really needs to be a top priority and the industry needs to come up with a solution** (balls are not exactly cheap and do need to be replaced relatively often so coming up with a quiet but durable one would be the ideal solution for players).

Pickleball players can also do their part by limiting unnecessary noises (large groups, etc), playing only during allowed times and respecting noise levels especially early morning and late evening, playing with soft foam practice balls if needed. And when possible, selecting quieter paddles (when requested by local communities and respecting any posted ban on "noiser" paddles).

Although **some people have proposed a decibel rating be placed on paddle**, up until now there has been no official noise rating on paddles. It seems unlikely that this will be a reality anytime soon considering there are several factors involved: the paddle, ball used and force of the stroke that each pickleball player would create a unique sound…and it may easily vary from one hit to the next.

To me it seems like there are just to many variables, unless the USAPA or other governing body like the IFP comes up with a standard paddle noise testing requirement such as firing a pickleball (specific brand/model?) at x/mph from a certain distance?

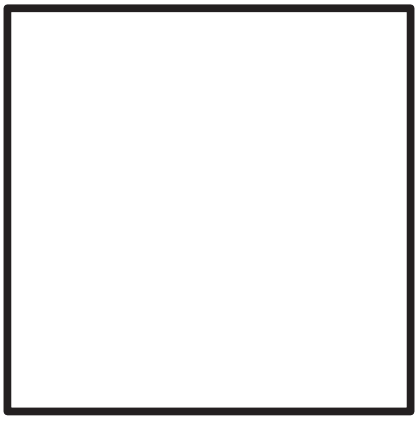
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The Form and Function of Sound
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Noise Survey:
Proposed Pickleball Courts
Iron Oaks at Sun Lakes

Prepared for:

Sun Lakes HOA #3
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R. 0, September 7, 2012

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1. Overview

1.1 Summary

Acoustical measurements were carried out near the Racquet Club at Iron Oaks at Sun Lakes Robson Resort Community on the morning of Friday, August 17, 2012. Three courts proposed for conversion from tennis to pickleball were tested at five locations including one interior measurement for compliance with Maricopa County Code P-23.

The impact on neighboring residences has been assessed using ANSI S12.9 Parts 4 and 5. The proposed east tennis court location is recommended for conversion to pickleball. A sound wall will be required. Operation during nighttime hours is not recommended.

The practice court is also an acceptable location with additional abatement. The proposed west tennis location is not recommended based on current data.

Measured sound pressure levels were below the Maricopa County noise criteria at 24022 Berrybrook; however, the nearest residence to the east tennis court location was not tested on the interior, but is expected to require mitigation at the courts boundary to comply with the Maricopa County Code based on measurements outside the home.

2. Acoustical Measurements Description and Results

2.1 Test Description

2.1.1 Purpose

A series of acoustical measurements was carried out at the property lines of the homes nearest to the sites of the proposed pickleball courts to determine the sound levels produced by the pickleball play. A measurement was also performed inside one home as specified by Maricopa County Code P-23 to test for compliance.

2.1.2 Measurements and Equipment

A-weighted acoustical data was logged with a Bruel and Kjaer Type 2236 integrating sound level meter using fast time constant setting. Simultaneous, calibrated digital recordings were also made to document existing sound sources. These recordings were used for more detailed analysis of the impulsive sound of the pickleball and paddle impact. The microphone height was 60 inches unless otherwise noted. A three inch diameter wind screen was placed over the microphone.

Because the impact sound of the paddles can not be represented accurately with an averaged sound pressure level (LAeq) measurement, the A-weighted sound exposure level (ASEL) is used instead. This quantity includes only the impulsive sound and is a function of both the average acoustic pressure of the impulse and its duration.

For each measurement of the paddle impacts, 16 players played with four balls on the proposed tennis courts areas except on the west tennis court while measuring at 9747 Sunvista. In this test there were 10 players and four balls in play. On the practice court there were eight players and two balls in play. The players maintained constant play during measurements labeled 'during play' or 'play'.

Meteorological observations were made at the proposed court site during the time of the acoustical measurements using a Kestrel 4500 weather station. Temperature, humidity, wind, and pressure data were logged every 20 seconds. This data is displayed in the appendix.

2.1.3 Measurement Locations

Figure 2.1 shows the locations of the five measurement points which included four points near residences and one inside the residence at 24022 Berrybrook (point 2). The microphone was placed at the nearest residential property lines where applicable. The surfaces of the proposed

courts sites were painted asphalt.



Figure 2.1. Proposed Court Sites and Measurement Locations

2.1.4 Environmental Conditions

The measurements were carried out on the morning of Friday, August 17, 2012. Meteorological conditions in the area were overcast with light winds from the northwest.

The weather station was set up near the southern end of east tennis courts site on the lawn outside the fence.

2.2 Proposed East Tennis Court Location

2.2.1 Point 1, 24022 Berrybrook

At the southwest corner of 24022 Berrybrook, 70 feet from Robson Blvd. 330 feet from center of proposed east tennis court location. Ground was moist soil.

Figure 2.2 shows that the sound pressure level was in the 45 to 50 dBA range during play. Background noise levels, seen in Figure 2.3, were similar with a fairly constant stream of traffic on Robson Blvd.

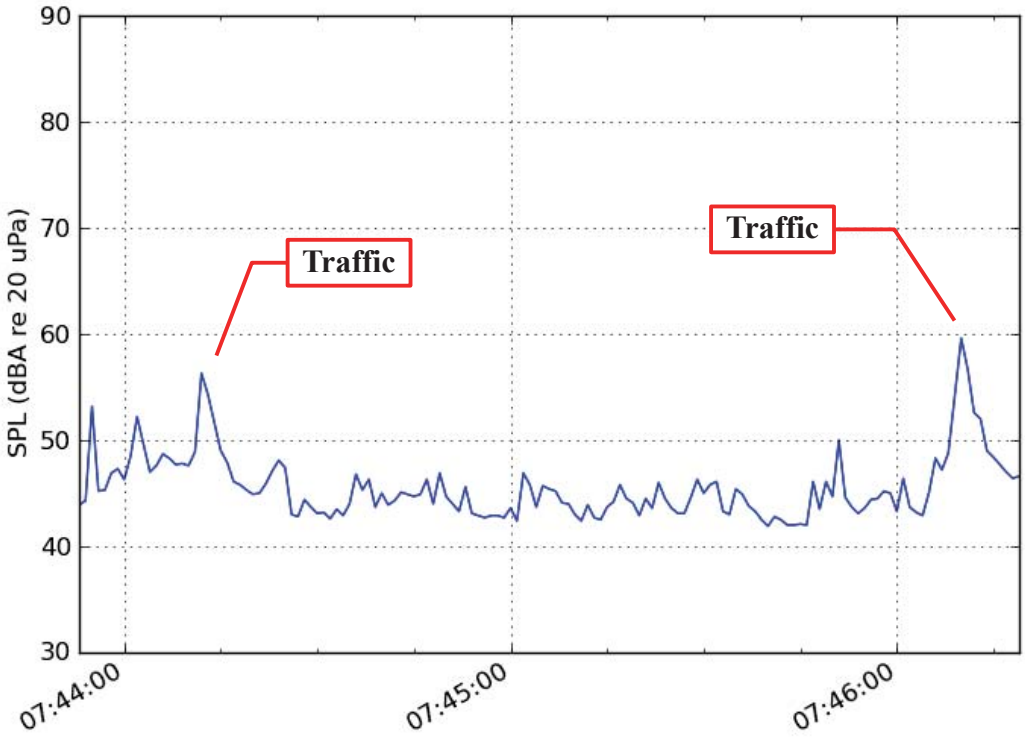


Figure 2.2. Sound Pressure Level at 24022 Berrybrook (Players on East Tennis Court)

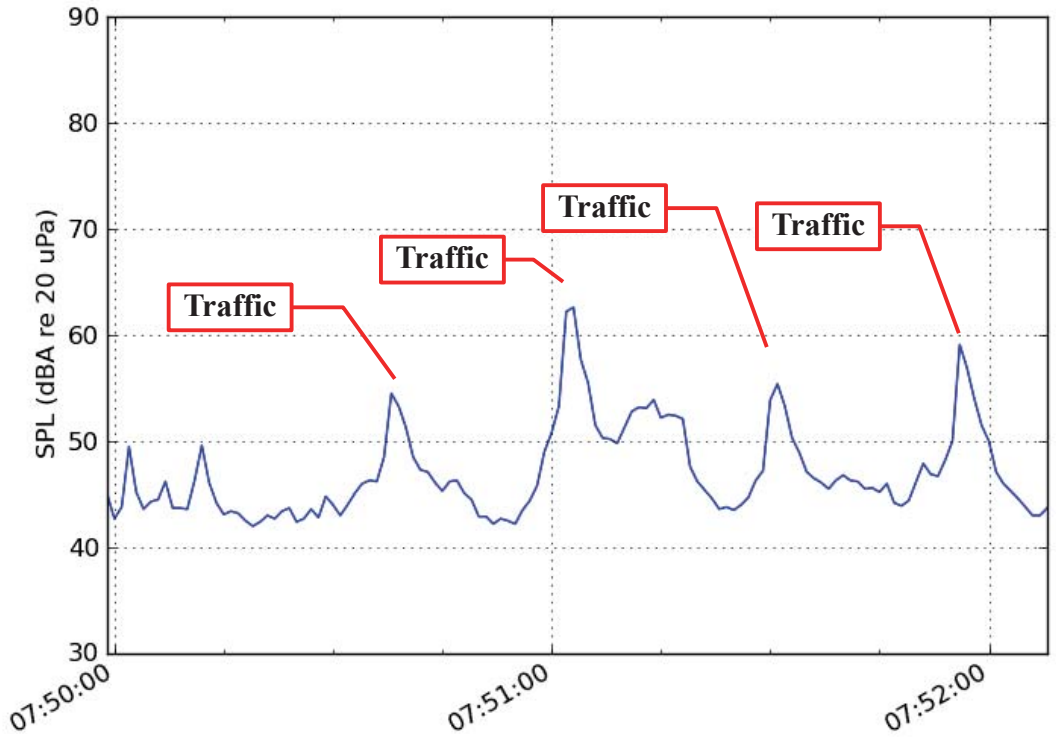


Figure 2.3. Background Noise Level at 24022 Berrybrook

The sound pressure level data at this location is shown in Table 2.1. The pickleball paddles did not contribute to average sound pressure at this location.

Location	Start Time	End Time	LAeq	C.I. 95%	LAmin	LAmax	L10	L50	L90
Play	07:43:53	07:46:19	**47.3**	3.8	41.9	59.6	48.9	44.9	42.8
Background	07:49:59	07:52:08	**50.2**	4.3	42.0	62.6	53.3	46.1	42.9

Table 2.1. Sound Pressure Level Data at 24022 Berrybrook (Players on East Tennis Court)

Table 2.2 summarizes the ASEL data for the paddle impacts. For the ASEL results, vehicle traffic was removed from the data to prevent detection failure due to masking by the road noise. The resulting measurement time is noted in the table.

The number of hits detected and the rate are listed next. The total ASEL includes all impacts detected in the data set. This is then normalized to the number of hits. Finally, the LAeq for just the paddles is shown as calculated from the total ASEL and measurement time.

Measurement Time (sec)	Hits	Hits per Minute	Total ASEL	ASEL per Hit	Paddle LAeq
127.523	63	29.6	58.5	40.5	37.5

Table 2.2. Sound Exposure Level Data at 24022 Berrybrook (Players on East Tennis Court)

2.2.2 Point 2, 24022 Berrybrook (Interior)

At approximately the center of the family room / dining room space. 360 feet from center of proposed east tennis court location.

This measurement was carried out to evaluate compliance with the Maricopa County Noise Ordinance P-23. This code states that a noise is a disturbance if it "can be heard from within closed residential structures located within 500 feet of the boundary of the property from which such noise emanates."

Figure 2.4 and Figure 2.5 show the sound pressure level with and without pickleball play. Figure 2.6 shows the sound pressure level during play with the back door open; however, this measurement does not comply with the test specification in Maricopa ordinance P-23. Background noise heard inside the house included traffic on Robson Blvd and a refrigerator.

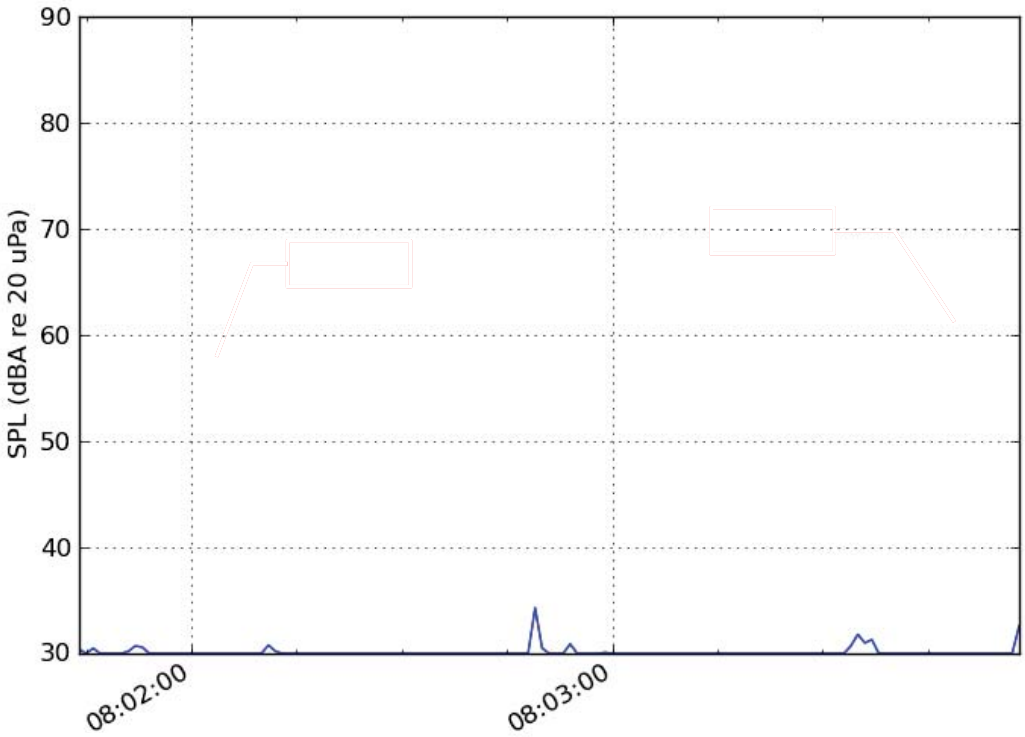


Figure 2.4. Sound Pressure Level Inside 24022 Berrybrook (Players on East Tennis Court)

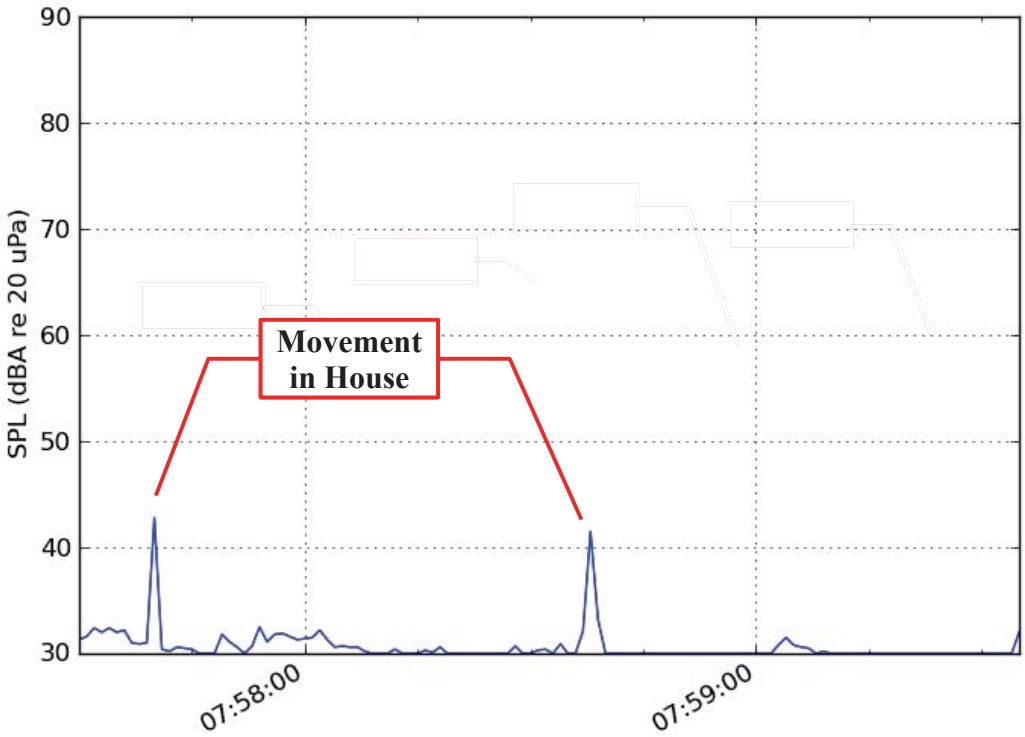


Figure 2.5. Background Noise Level Inside 24022 Berrybrook

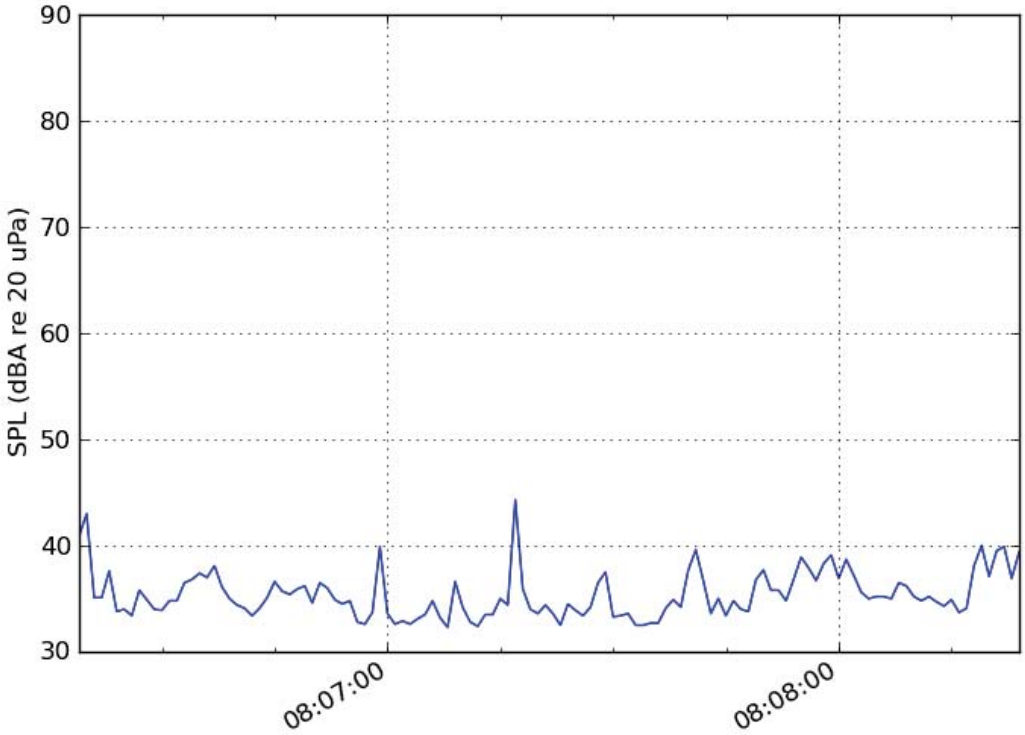


Figure 2.6. Sound Pressure Level Inside 24022 Berrybrook (Players on East Tennis Court, Back Door Open)

The sound pressure level data at this location is shown in Table 2.3. The interior of the house was extremely quiet and for part of the measurement time the level was below the range of the meter.

Location	Start Time	End Time	LAeq	C.I. 95%	LAmin	LAmax	L10	L50	L90
Play	08:01:44 AM	08:03:58 AM	**30.2**	2.2	30.0	34.3	30.3	30.0	30.0
Background	07:57:30 AM	07:59:35 AM	**31.4**	3.6	30.0	42.8	31.9	30.0	30.0
Play (open door)	08:06:19 AM	08:08:24 AM	**36.1**	2.9	32.3	44.3	38.5	34.9	33.0

Table 2.3. Sound Pressure Level Data Inside 24022 Berrybrook (Players on East Tennis Court)

Maricopa County Noise Ordinance P-23 Testing

During the 2:14 minute exposure inside the house with all doors and windows closed, two faint hits were just audible at the center of the family room / dining room area. The sound from the east tennis court could only be heard by standing perfectly still and listening carefully for the

paddle impacts.

2.2.3 Point 3, 9747 Sunburst

At the southeast corner of 9747 Sunburst, 16 feet from privacy wall. 190 feet from center of proposed east tennis court location. Ground was course gravel.

Figure 2.7 shows that the sound pressure level was in the 50 to 60 dBA range during play with the primary sounds being pickleball paddles and traffic on Robson Blvd. Background noise levels, seen in Figure 2.8, were similar.

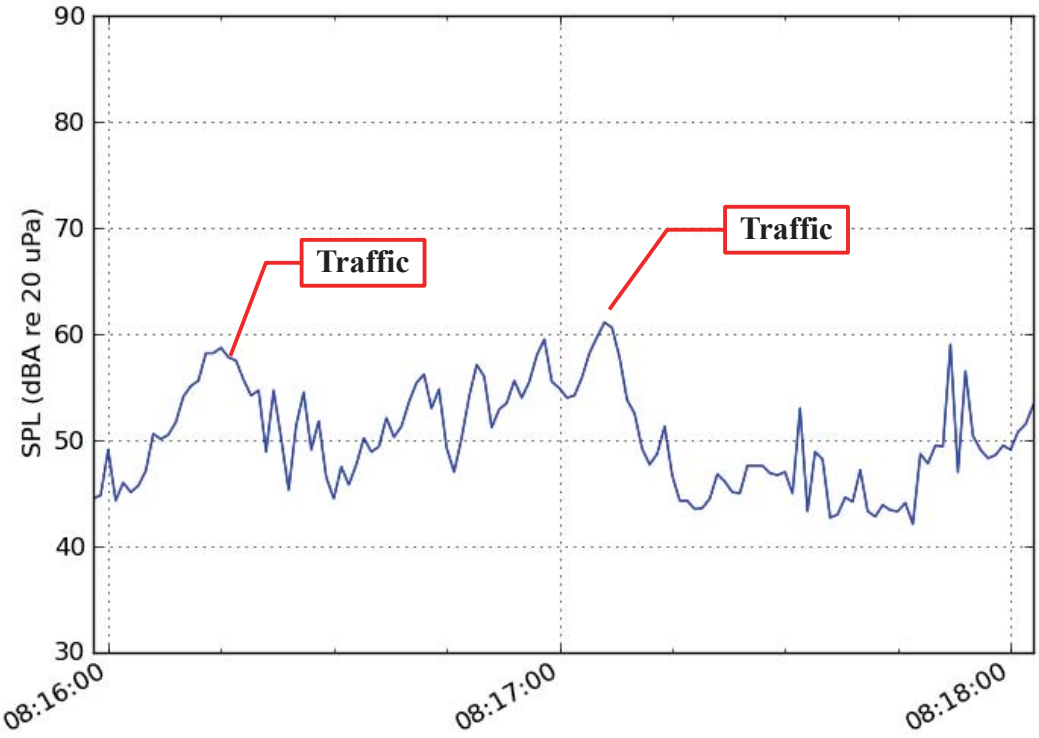


Figure 2.7. Sound Pressure Level at 9747 Sunburst (Players on East Tennis Court)

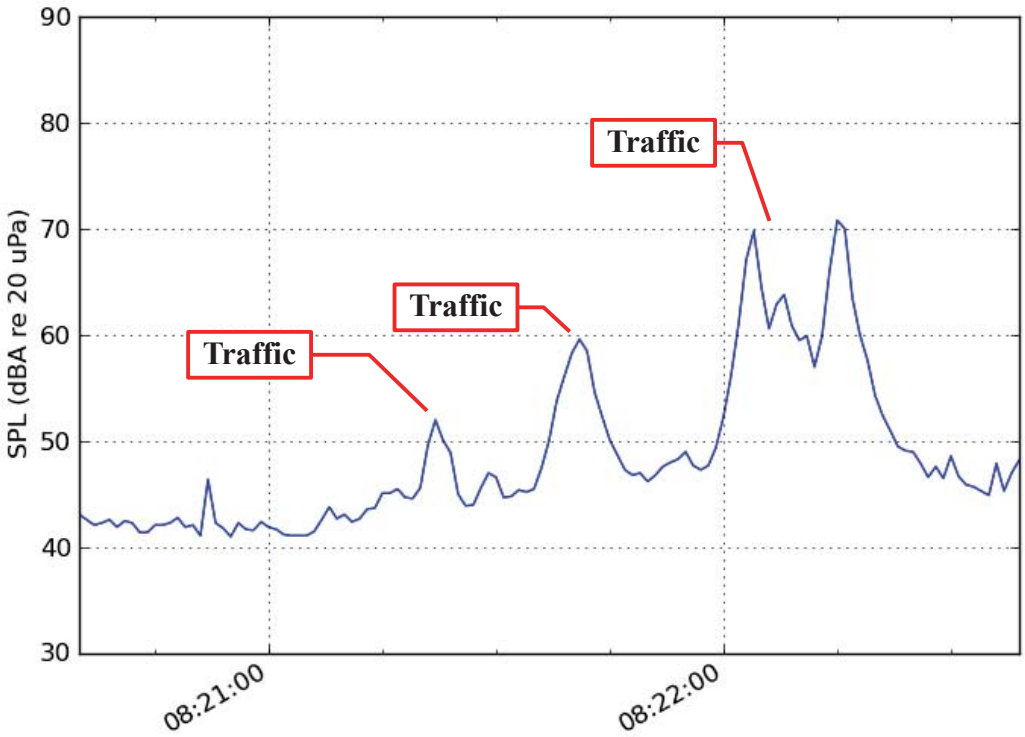


Figure 2.8. Background Noise Level at 9747 Sunburst

The sound pressure level data at this location is shown in Table 2.4. The pickleball paddles did not contribute to average sound pressure.

Location	Start Time	End Time	LAeq	C.I. 95%	LAmin	LAmax	L10	L50	L90
Play	08:15:58 AM	08:18:03 AM	**52.9**	3.3	42.1	61.1	57.6	49.5	44.3
Background	08:20:35 AM	08:22:39 AM	**57.3**	5.2	41.0	70.8	60.3	46.6	41.9

Table 2.4. Sound Pressure Level Data at 9747 Sunburst (Players on East Tennis Court)

Table 2.5 summarizes the ASEL data for the paddle impacts.

Measurement Time (sec)	Hits	Hits per Minute	Total ASEL	ASEL per Hit	Paddle LAeq
111.922	62	33.2	68.2	50.3	47.7

Table 2.5. Sound Exposure Level Data at 9747 Sunburst (Players on East Tennis Court)

2.2.4 Point 4, 23926 Glenburn

At the southeast corner of 23926 Glenburn, 24 feet from Robson Blvd and Glenburn. 390 feet from center of proposed east tennis court location. Ground was course gravel.

Figure 2.9 shows that the sound pressure level was in the 50 to 70 dBA range during play with the primary sounds being traffic on Robson Blvd. Background noise levels, seen in Figure 2.10, were similar.

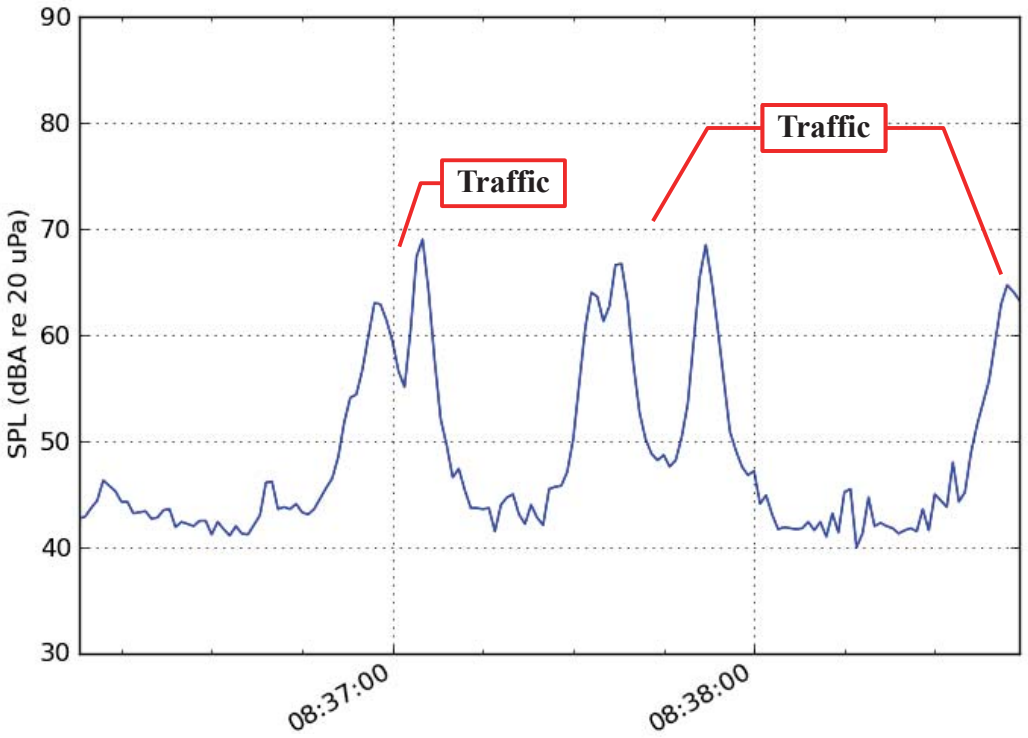


Figure 2.9. Sound Pressure Level at 23926 Glenburn During Play (Players on East Tennis Court)

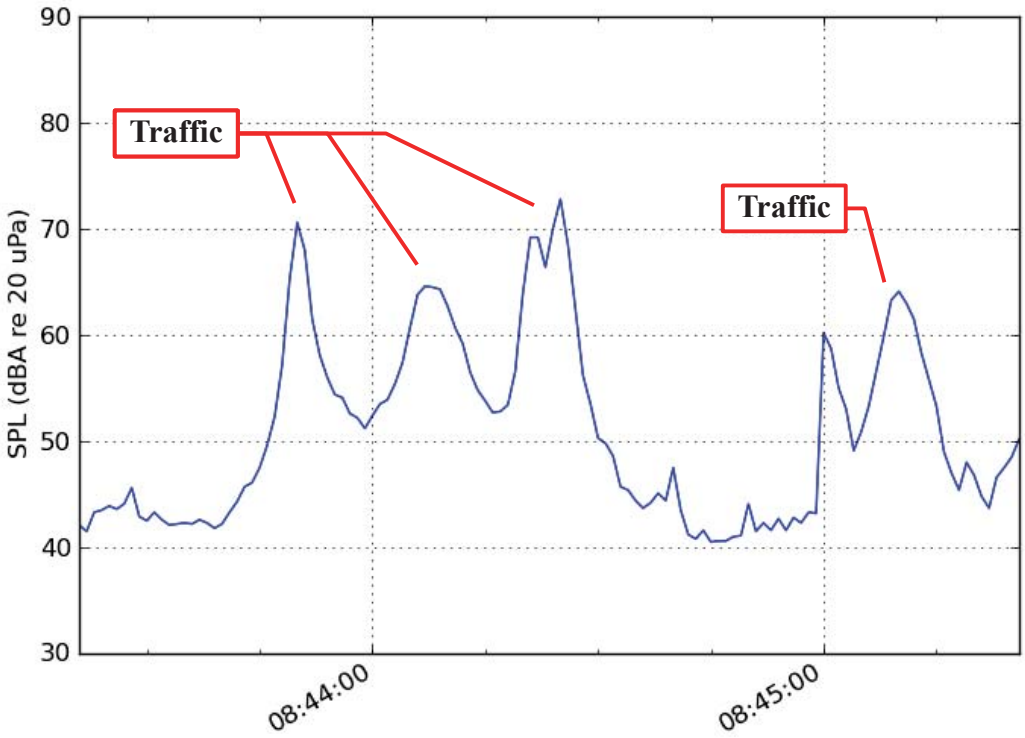


Figure 2.10. Background Noise Level at 23926 Glenburn

The sound pressure level data at this location is shown in Table 2.6. The pickleball paddles did not contribute to average sound pressure.

Location	Start Time	End Time	LAeq	C.I. 95%	LAmin	LAmax	L10	L50	L90
Play	08:36:08 AM	08:38:44 AM	**57.1**	4.3	40.0	69.0	62.9	45.0	41.7
Background	08:43:21 AM	08:45:26 AM	**59.9**	4.7	40.5	72.8	64.2	49.1	42.0

Table 2.6. Sound Pressure Level Data at 23926 Glenburn (Players on East Tennis Court)

Table 2.7 summarizes the ASEL data for the paddle impacts.

Measurement Time (sec)	Hits	Hits per Minute	Total ASEL	ASEL per Hit	Paddle LAeq
114.429	56	29.4	55.7	38.2	35.1

Table 2.7. Sound Exposure Level Data at 23926 Glenburn (Players on East Tennis Court)

2.3 Proposed West Tennis Court Location

2.3.1 Point 4, 23926 Glenburn

At the southeast corner of 23926 Glenburn, 24 feet from Robson Blvd and Glenburn. 225 feet from center of proposed west tennis court location. Ground was course gravel.

Figure 2.11 shows that the sound pressure level was in the 50 to 70 dBA range during play with the primary sounds being traffic on Robson Blvd, pickleball paddles, and tennis racquets. Background noise levels, seen in Figure 2.10, were similar.

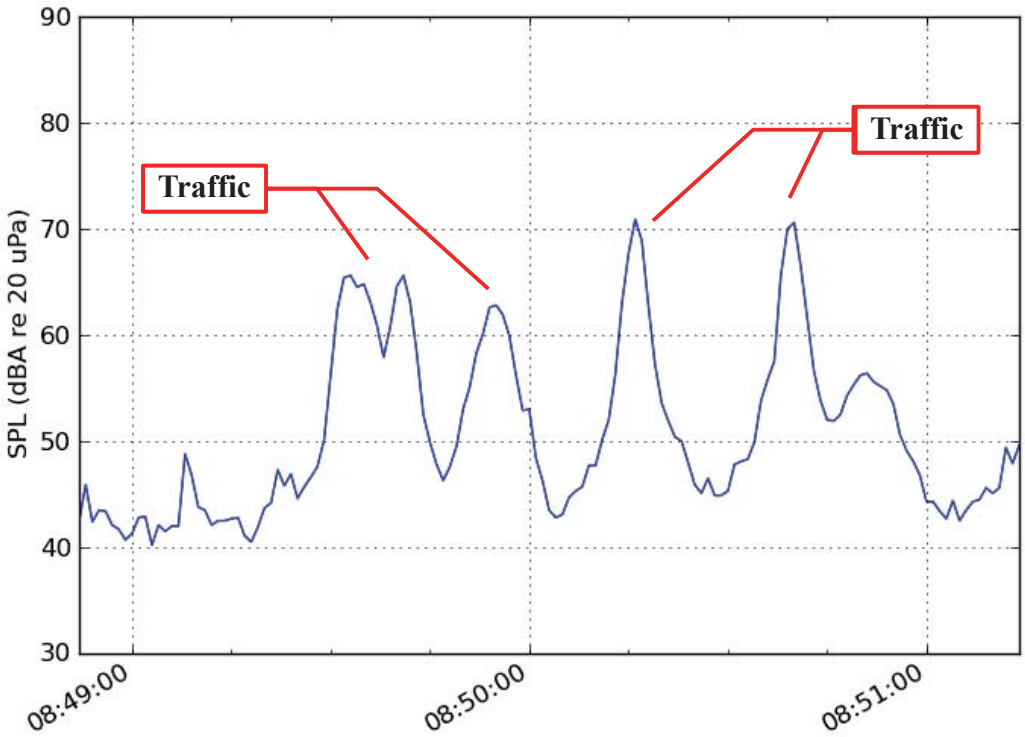


Figure 2.11. Sound Pressure Level at 23926 Glenburn During Play (Players on West Tennis Court)

The sound pressure level data at this location is shown in Table 2.8. The pickleball paddles did not contribute to average sound pressure.

Location	Start Time	End Time	LAeq	C.I. 95%	LAmin	LAmax	L10	L50	L90
Play	08:48:52 AM	08:51:14 AM	**58.8**	4.5	40.2	70.9	63.1	48.2	42.5
Background	08:43:21 AM	08:45:26 AM	**59.9**	4.7	40.5	72.8	64.2	49.1	42.0

Table 2.8. Sound Pressure Level Data at 23926 Glenburn (Players on West Tennis Court)

Table 2.9 summarizes the ASEL data for the paddle impacts.

Measurement Time (sec)	Hits	Hits per Minute	Total ASEL	ASEL per Hit	Paddle LAeq
82.326	61	44.5	58.9	41.1	39.8

Table 2.9. Sound Exposure Level Data at 23926 Glenburn (Players on West Tennis Court)

2.3.2 Point 5, 23907 Sunvista

20 feet from the rear privacy wall at 23907 Sunvista. 180 feet from center of proposed west tennis court location. Ground was moist soil.

Figure 2.12 shows that the sound pressure level was in the 50 to 60 dBA range during play with the primary sounds being pickleball paddles, tennis racquets on the nearest court, and traffic on Robson Blvd. Background noise levels, seen in Figure 2.13, were slightly lower. The higher reading during play was partly due to a slow moving groundskeeping vehicle; however, the LAeq of the pickleball paddles in Table 2.11 show that they were also a significant contributor.

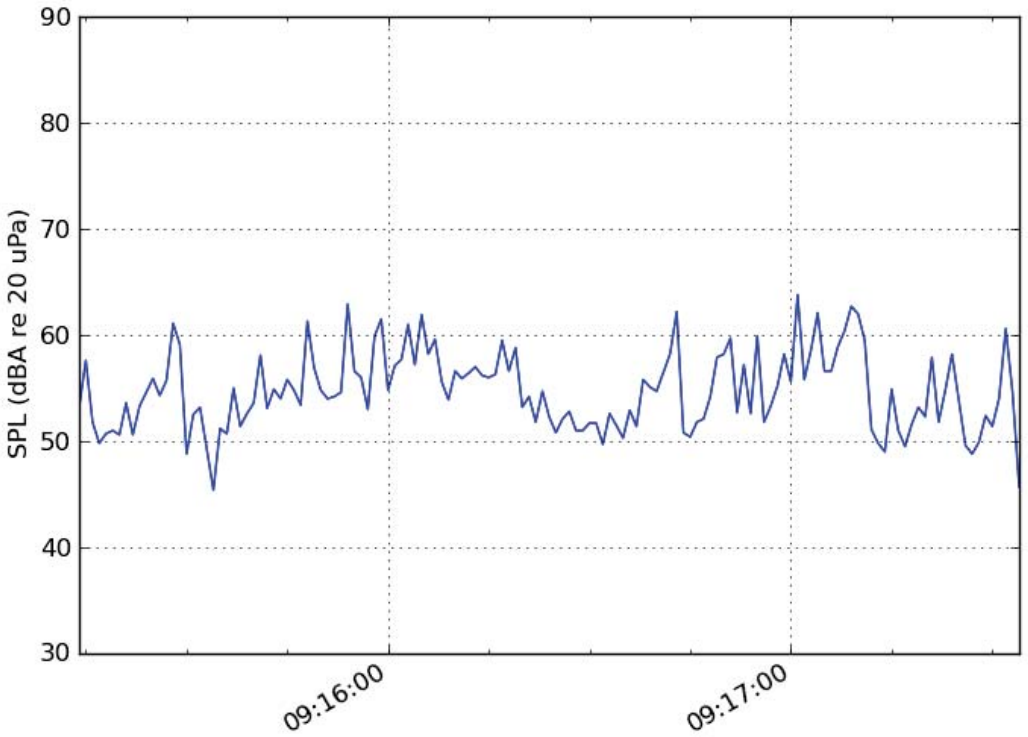


Figure 2.12. Sound Pressure Level at 23907 Sunvista During Play (Players on West Tennis Court)

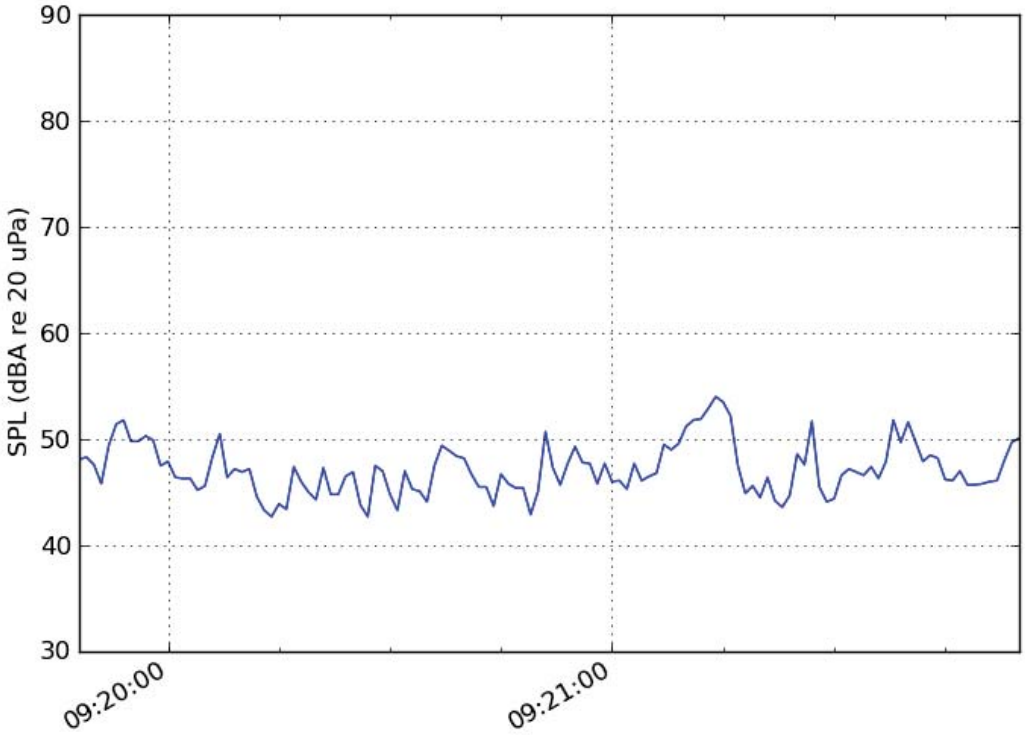


Figure 2.13. Background Noise Level at 23907 Sunvista

The sound pressure level data at this location is shown in Table 2.10.

Location	Start Time	End Time	LAeq	C.I. 95%	LAmin	LAmax	L10	L50	L90
Play	09:15:14 AM	09:17:34 AM	**56.4**	3.1	45.4	63.8	59.9	54.6	50.6
Background	09:19:48 AM	09:21:55 AM	**47.9**	2.8	42.7	54.0	50.8	46.9	44.3

Table 2.10. Sound Pressure Level Data at 23907 Sunvista (Players on West Tennis Court)

Table 2.11 summarizes the ASEL data for the paddle impacts. There was a strong reflection from the privacy wall that was not included in the SEL's. This effect would not be present on the other side of the wall.

Measurement Time (sec)	Hits	Hits per Minute	Total ASEL	ASEL per Hit	Paddle LAeq
139.402	107	46.1	74.8	54.5	53.3

Table 2.11. Sound Exposure Level Data at 23907 Sunvista (Players on West Tennis Court)

2.4 Proposed Practice Court Location

2.4.1 Point 4, 23926 Glenburn

At the southeast corner of 23926 Glenburn, 24 feet from Robson Blvd and Glenburn. 130 feet from center of proposed practice court location. Ground was course gravel.

Figure 2.14 shows that the sound pressure level was in the 50 to 70 dBA range during play with the primary sounds being traffic on Robson Blvd, pickleball paddles, and tennis racquets. Background noise levels, seen in Figure 2.10, were similar.

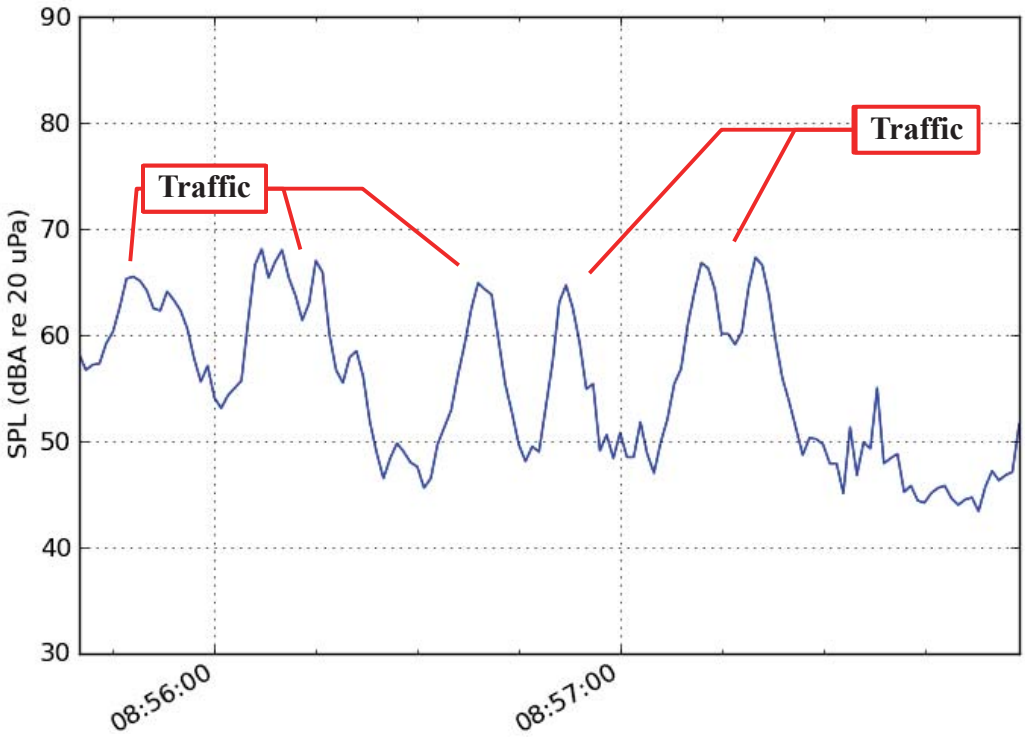


Figure 2.14. Sound Pressure Level at 23926 Glenburn During Play (Players on Practice Court)

The sound pressure level data at this location is shown in Table 2.12. The pickleball paddles did not contribute to average sound pressure.

Location	Start Time	End Time	LAeq	C.I. 95%	LAmin	LAmax	L10	L50	L90
Play	08:55:40 AM	08:57:59 AM	**60.1**	3.5	43.4	68.1	65.3	55.4	45.8
Background	08:43:21 AM	08:45:26 AM	**59.9**	4.7	40.5	72.8	64.2	49.1	42.0

Table 2.12. Sound Pressure Level Data at 23926 Glenburn (Players on Practice Court)

Table 2.13 summarizes the ASEL data for the paddle impacts.

Measurement Time (sec)	Hits	Hits per Minute	Total ASEL	ASEL per Hit	Paddle LAeq
100.325	52	31.1	66.2	49.1	46.2

Table 2.13. Sound Exposure Level Data at 23926 Glenburn (Players on Practice Court)

2.4.2 Point 5, 23907 Sunvista

20 feet from the rear privacy wall at 23907 Sunvista. 175 feet from center of proposed practice court location. Ground was moist soil.

Figure 2.15 shows that the sound pressure level was in the 50 to 60 dBA range during play with the primary sounds being pickleball paddles, tennis racquets on the nearest court, and traffic on Robson Blvd. Background noise levels, seen in Figure 2.13, were similar.

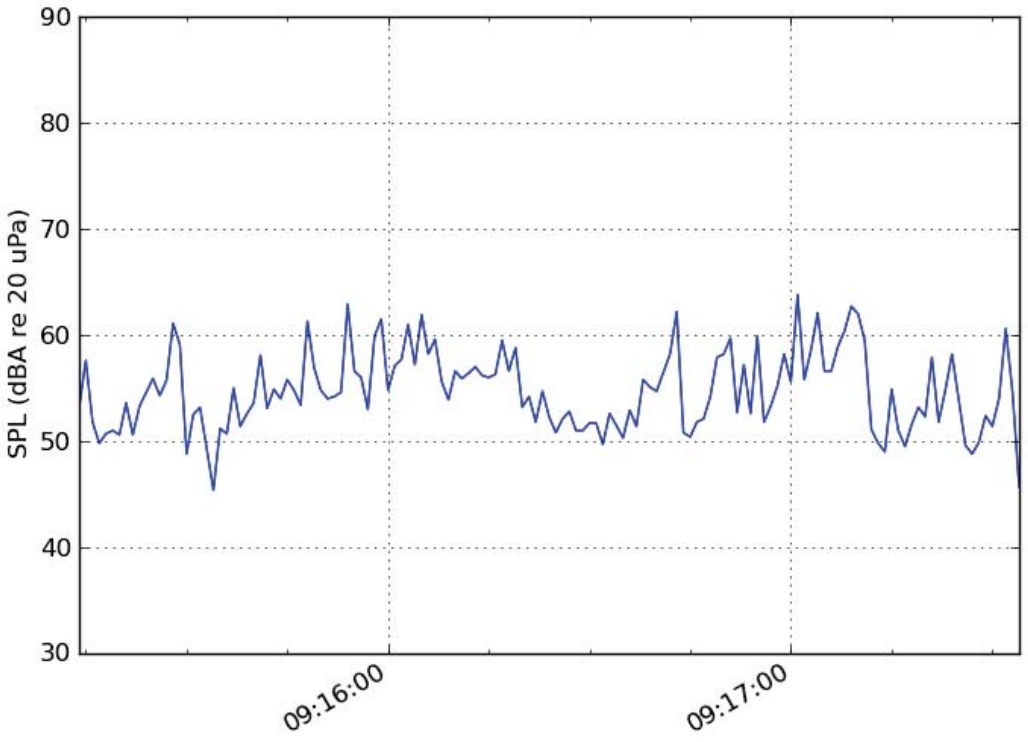


Figure 2.15. Sound Pressure Level at 23907 Sunvista During Play (Players on Practice Court)

The sound pressure level data at this location is shown in Table 2.14. The pickleball paddles did not contribute to average sound pressure.

Location	Start Time	End Time	LAeq	C.I. 95%	LAmin	LAmax	L10	L50	L90
Play	09:08:27 AM	09:10:57 AM	**50.2**	3.0	42.2	58.9	52.9	49.2	45.7
Background	09:19:48 AM	09:21:55 AM	**47.9**	2.8	42.7	54.0	50.8	46.9	44.3

Table 2.14. Sound Pressure Level Data at 23907 Sunvista (Players on Practice Court)

Table 2.17 summarizes the ASEL data for the paddle impacts. There was a strong reflection from the privacy wall that was not included in the SEL's. This effect would not be present on the other side of the wall.

Measurement Time (sec)	Hits	Hits per Minute	Total ASEL	ASEL per Hit	Paddle LAeq
137.729	45	19.6	60.9	44.3	39.5

Table 2.15. Sound Exposure Level Data at 23907 Sunvista (Players on Practice Court)

2.5 Summary of Sound Pressure Levels

The A-weighted equivalent sound pressure levels, LAeq, at each measurement location are shown in Table 2.17. Sound exposure level results are shown in Table 2.18. Table 2.16 gives the definitions of abbreviations used in the tables. Locations of the numbered measurement points are shown in Figure 2.1.

BGN	background noise
Pt 1	24022 Berrybrook
Pt 2	24022 Berrybrook interior
Pt 2 open	24022 Berrybrook interior w/ door open
Pt 3	9747 Sunburst
Pt 4	23926 Glenburn
Pt 5	23907 Sunvista
ETC	proposed east tennis court location
WTC	proposed west tennis court location
PC	practice court

Table 2.16. Key to Measurement and Source Location Abbreviations

Measurement	Start Time	End Time	LAeq	C.I. 95%	LAmin	LAmax	L10	L50	L90
Pt 1, ETC	07:43:53	07:46:19	**47.3**	3.8	41.9	59.6	48.9	44.9	42.8
Pt 1, BGN	07:49:59	07:52:08	**50.2**	4.3	42.0	62.6	53.3	46.1	42.9
Pt 2, BGN	07:57:30	07:59:35	**31.4**	3.6	30.0	42.8	31.9	30.0	30.0
Pt 2, ETC	08:01:44	08:03:58	**30.2**	2.2	30.0	34.3	30.3	30.0	30.0
Pt 2 open, ETC	08:06:19	08:08:24	**36.1**	2.9	32.3	44.3	38.5	34.9	33.0
Pt 3, ETC	08:15:58	08:18:03	**52.9**	3.3	42.1	61.1	57.6	49.5	44.3
Pt 3, BGN	08:20:35	08:22:39	**57.3**	5.2	41.0	70.8	60.3	46.6	41.9
Pt 4, ETC	08:36:08	08:38:44	**57.1**	4.3	40.0	69.0	62.9	45.0	41.7
Pt 4, BGN	08:43:21	08:45:26	**59.9**	4.7	40.5	72.8	64.2	49.1	42.0
Pt 4, WTC	08:48:52	08:51:14	**58.8**	4.5	40.2	70.9	63.1	48.2	42.5
Pt 4, PC	08:55:40	08:57:59	**60.1**	3.5	43.4	68.1	65.3	55.4	45.8
Pt 5, PC	09:08:27	09:10:57	**50.2**	3.0	42.2	58.9	52.9	49.2	45.7
Pt 5, WTC	09:15:14	09:17:34	**56.4**	3.1	45.4	63.8	59.9	54.6	50.6
Pt 5, BGN	09:19:48	09:21:55	**47.9**	2.8	42.7	54.0	50.8	46.9	44.3

Table 2.17. Sound Pressure Level Data for All Source and Measurement Locations

Data Set	Distance (ft)	Measurement Time (sec)	Hits	Hits per Minute	Total ASEL	ASEL per Hit	Paddle LAeq
Pt 1, ETC	330	127.523	63	29.6	58.5	40.5	37.5
Pt 3, ETC	190	111.922	62	33.2	68.2	50.3	47.7
Pt 4, ETC	390	114.429	56	29.4	55.7	38.2	35.1
Pt 4, WTC	225	82.326	61	44.5	58.9	41.1	39.8
Pt 4, PC	130	100.325	52	31.1	66.2	49.1	46.2
Pt 5, PC	175	137.729	45	19.6	60.9	44.3	39.5
Pt 5, WTC	180	139.402	107	46.1	74.8	54.5	53.3

Table 2.18. Paddle Sound Exposure Level Data for All Source and Measurement Locations

Comparing the levels in Table 2.18 indicates 9747 Sunburst with pickleball on the proposed east tennis court, 23926 Glenburn with pickleball on the practice court, and 23907 Sunvista with pickleball on the proposed west tennis court have the highest paddle LAeq levels.

With the exception of the practice court testing, each measurement was conducted with four balls in play. The number of hits per minute on the proposed east tennis court location was about 30. On the west tennis court, however, the number of hits per minute increased to about 45. With two balls in play the hits per minutes would be expected to be about 15, but again it is 50 % to 100 % greater. The courts were not generally visible from the measurement positions so it is not certain what would account for the discrepancy.

The mean hits per minute per ball is 10.1 with a standard deviation of 2.9. The sound exposure level scales as $10\log_{10}(N)$ where N is the number of impact events. The uncertainty in the hits rate will introduce an additional 1.3 dB uncertainty in the LAeq of the paddles.

2.6 Spectral Response of Pickleball and Paddle Impact Noise

The sound power spectrum of the pickleball and paddle impact has two basic shapes depending on how the ball is hit. Figure 2.16 and Figure 2.17 show the power spectra of a 'sharp' hit and a 'dull' hit. The curves are not calibrated for absolute level, but can be compared relatively.

The sharp hit spectrum shows a characteristic tonal signature. The frequency of the peak was seen to vary between roughly 1,000 and 2,000 Hz. The energy in the dull hit is more spread out, but still peaks between 1,000 and 2,000 Hz. The most audible frequencies are therefore also in this range. The lower frequency components contribute less to the perception of loudness as the ear is less sensitive to these frequencies.

A sound wall design will require effective attenuation at 1,000 Hz and above.

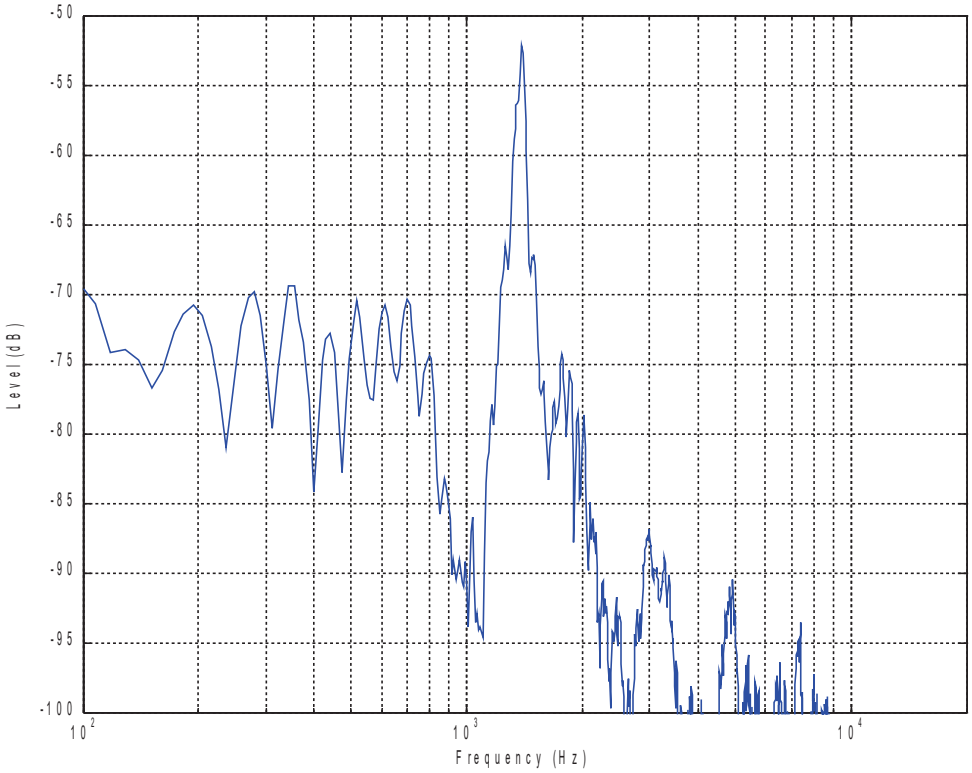


Figure 2.16. Spectral Response of a Sharp Hit

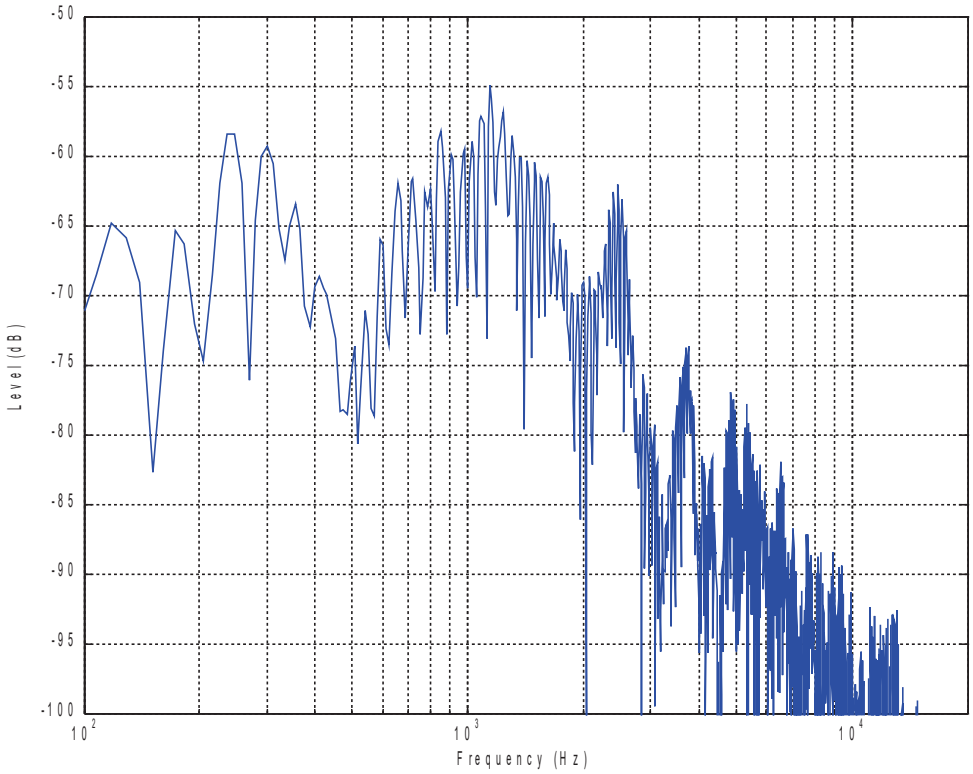


Figure 2.17. Spectral Response of a Dull Hit

3. Land Use Compatibility Analysis

3.1 Methodology

Land use compatibility has been analyzed using the methodology in ANSI S12.9 Parts 4 and 5. This procedure isolates the impact sound of the pickleball paddles and applies adjustments to account for the increased community impact of the highly impulsive nature of the sound and the fact that residents are generally home during the times when the activity occurs.

Because the impact sound of the paddles can not be represented accurately with an averaged sound pressure level (LAeq) measurement, the A-weighted sound exposure level (ASEL) is used instead. This quantity includes only the impulsive sound and is a function of both the average acoustic pressure of the impulse and its duration.

Part 4 of the standard calls for a 12 dB adjustment to the SEL for highly impulsive sounds such as impacts. In addition, Part 4 includes a 5 dB adjustment for weekend activities that occur when residents are generally home. Due to the characteristic lifestyle of a retirement community, this adjustment has been included as well for a total adjustment of 17 dB.

Part 5 of the standard recommends a maximum 55 dB DNL, or in this case LAeq since the courts will operate during daytime hours, at adjacent residential property lines during the hours of operation of the pickleball courts.

3.2 Analysis

The ANSI S12.9 analysis is summarized in Table 3.1 using the data set abbreviations listed in Table 2.16. The distance is from the center of the given proposed court location to the measurement position.

Data Set	Distance (ft)	Paddle LAeq	Total Adjustments (dB)	Adjusted Paddle LAeq	Back-ground LAeq	Recommended Attenuation (dB)
Pt 1, ETC	330	37.5	17	54.5	50.2	6.0
Pt 3, ETC	190	47.7	17	64.7	57.3	11.0
Pt 4, ETC	390	35.1	17	52.1	59.9	0.0
Pt 4, WTC	225	39.8	17	56.8	59.9	1.8
Pt 4, PC	130	46.2	17	63.2	59.9	8.2
Pt 5, PC	175	39.5	17	56.5	47.9	6.5
Pt 5, WTC	180	53.3	17	70.3	47.9	20.3

Table 3.1. Paddle LAeq Adjustments and Recommended Attenuation

The analysis begins with the paddle LAeq as calculated from the sound exposure levels given in the previous chapter (see Table 2.18). This level represents the contribution only from the paddle impacts. An adjustment of 17 dB is added to the paddle LAeq as described in the previous section.

Recommendations for abatement are based on ANSI S12.9 Part 5, Figure A1. For residential land use a maximum daytime LAeq of 55 dBA is recommended for the adjusted paddle LAeq. There is, however, a heighten perception of quiet in retirement communities. For background noise levels between 50 and 55 dBA, the actual background noise level is used as the limiting value for the adjusted paddle LAeq. However, for background noise levels below 50 dBA, 50 dBA is used. This is an implementation of ANSI S12.9 Part 4, Annex F.3.4.2.

3.3 Discussion

The attenuation recommendations for the proposed east tennis court location can be achieved by a wall of sufficient height and span.

The recommended attenuation for the practice court is also achievable with a sound wall system. In this case, however, reflections from the existing 9.5 foot wall will need to be addressed by covering the wall with an absorptive acoustical treatment.

The paddle LAeq at Point 5 for the proposed west tennis court location was abnormally high. Insufficient information is available to pinpoint the cause. Based on the available data, however, conversion of this court to pickleball is not recommended. Achieving 20.3 dB attenuation from a sound wall is generally not practical. In addition, relocating the concrete walkway will likely be required to achieve adequate coverage by a wall as well as ingress to the existing tennis courts.

4. Conclusions and Recommendations

4.1 Compliance with Maricopa County Code P-23

The sound pressure levels produced by the pickleball paddles inside 24022 Berrybrook were below the level at which a person engaged in normal household activities would notice. It is therefore concluded that the proposed east tennis court location in its current configuration is in compliance with Maricopa County code P-23 at this residence.

No interior testing was performed at the closest residence, 9747 Sunburst. Exterior testing indicated that the sound levels from the east tennis courts are approximately 10 dBA higher at this location than at 24022 Berrybrook. Court mitigation is expected to be needed to comply with Maricopa County code at this location.

4.2 Recommendations for Abatement

4.2.1 Proposed East Tennis Court Location

The east tennis court (see Figure 2.1) is the best location to convert to pickleball. Measurements at 24022 Berrybrook, 9747 Sunburst, and 23926 Glenburn show that the new pickleball courts will need to be partially enclosed by a sound wall that can achieve an insertion loss of 11 dB at 1,000 Hz and above.

4.2.2 Proposed West Tennis Court Location

The proposed west tennis court location is not recommended for conversion to pickleball.

4.2.3 Practice Court

A sound wall that wraps around the east and west sides of the practice court will be needed to convert the court to pickeball. In addition, reflections from the existing 9.5 foot wall will require absorptive treatment to prevent degradation of the sound wall performance. The sound wall will need to produce at least 8.5 dB of insertion loss at 1,000 Hz.

4.2.4 Hours of Operation

Pickleball activities during nighttime hours are not recommended. Nighttime hours are not defined in Maricopa County Code P-23, but are generally defined as being from 10:00 PM to 7:00 AM. Using existing schedule restrictions for groundskeeping activities may be a more practical solution to allow some seasonal flexibility.

Appendix

A1. Glossary of Acoustical Terms and Abbreviations

A1.1 Abbreviations

AI: articulation index

ASEL: A-weighted sound exposure level

ASTC: apparent sound transmission class

dB: decibel

DNL: day - night level

FSTC: field sound transmission class

Hz: Hertz

IIC: impact insulation class

kHz: kilohertz

L_{eq}, LA_{eq}, LC_{eq}: equivalent sound pressure level

NC: noise criteria

NIC: noise isolation class

NIPTS: noise induced permanent threshold shift

NR: noise reduction

Pa: Pascal

POE: probable occupant evaluation (see room criteria)

PTS: permanent threshold shift

PWL: sound power level

QAI: quality assessment index (see room criteria)

RC: room criteria

RT_{60}: reverberation time

SEL: sound exposure level

SII: speech interference index

SIL: speech interference level

SLM: sound level meter

SPI: speech privacy index

SPL: sound pressure level

STI: speech transmission index

TTS: temporary threshold shift

A1.2 Terms

A-weighting: see frequency weighting

absorption coefficient: see sound absorption coefficient

acoustical coupler: a cavity of predetermined shape and volume used for the calibration of earphones or microphones in conjunction with a calibrated microphone adapted to measure the sound pressure developed within the cavity

anechoic room: a room whose boundaries absorb practically all of the sound incident thereon, thereby providing essentially freefield conditions

articulation index (AI): a number (ranging from 0 to 1) which is a measure of the intelligibility of speech- the higher the number the greater the intelligibility. This metric has been replaced by the Speech Intelligibility Index (SII) defined in ANSI S3.5.

average sound level: see equivalent continuous sound level

background noise: the total noise from all sound sources other than a particular sound that is of interest

band: a subsection of the frequency spectrum

C-weighting: see frequency weighting

coupler: see acoustical coupler

day-night level (DNL): the 24 hour equivalent (average) A-weighted sound pressure level. A 10 dBA penalty is incurred between the hours of 10:00 PM and 7:00 AM. The DNL system has been adopted by the U.S. Department of Housing and Urban Development, the Department of Defense, and the Federal Aviation Administration.

decibel (dB): a unit of level which denotes the ratio between two quantities that are proportional to power; the number of decibels is 10 times the common logarithm (base 10) of this ratio.

diffuse field: a sound field which has statistically uniform energy density and in which the directions of propagation of the sound waves are randomly distributed. In a practical sense, the sound pressure levels at all points in the room are nearly the same except near the room

boundaries and a sound wave reaching a given point in the room is equally likely to arrive from all directions.

direct sound: sound which reaches a given location in a direct line from the source without any reflections.

equivalent continuous sound level (L_{eq}): the level of steady sound which, in a stated time period and at a stated location, has the same sound energy as the time varying sound. If frequency weighting is applied, the equivalent continuous sound level may be designated LA_{eq} to indicate A-weighting or LC_{eq} to indicate C-weighting, etc. See also frequency weighting.

field sound transmission class (FSTC): a single number rating similar to sound transmission class (STC), except that the transmission loss values used to derive this class are measured in the field. FSTC ratings are typically lower than STC ratings which are measured under laboratory conditions.

flanking path: A wall or floor/ceiling construction that permits sound to be transmitted along its surface; or any opening, which permits the direct transmission of sound through the air.

freefield: a sound field in which the boundaries have negligible effect over the frequency range of interest.

frequency: the number of times that a waveform repeats itself in a given period of time, usually one second, i.e. the number of cycles per second). Unit: Hz.

frequency weighting: a prescribed frequency dependent attenuation or amplification applied to measured sound data usually intended to better approximate the sensation of loudness in a human listener. For example, A, B, and C weighting approximate the frequency dependent shape of the equal loudness contours for soft, moderate, and loud sounds.

Hertz (Hz): unit of frequency, cycles per second.

impact insulation class (IIC): a single number metric used to compare the effectiveness of floor-ceiling assemblies in providing reduction of impact-generated sounds such as footsteps. This rating is derived from values of normalized impact sound pressure levels in accordance with ASTM E492.

insertion loss: the reduction in sound level at the location of the receiver when a noise reduction measure such as a barrier, attenuator, muffler, etc. is inserted into the transmission path between the source and receiver. Unit: dB.

level: the logarithm of the ratio of a given quantity to the reference quantity of the same kind. Levels represent physical quantities such as sound pressure on a logarithmic scale and are therefore expressed in decibels. Unit: dB.

loudness: that attribute of auditory sensation in terms of which sounds may be ordered on a scale extending from soft to loud. Unit: sone.

masking: the process by which the threshold of hearing for one sound is raised by the presence of another sound.

noise criteria (NC): a single number criteria for the HVAC or mechanical noise level in a room derived from measured octave band data. The octave bands are weighted to de-emphasize low frequencies because the human ear is least sensitive to these frequencies. This metric is not valid for outdoor measurements.

noise induced permanent threshold shift (NIPTS): the permanent hearing loss resulting from noise exposure.

noise isolation class (NIC): a single number rating derived from measured values of noise reduction between two enclosed spaces that are connected by one or more paths. This rating is not adjusted or normalized to a standard reverberation time.

noise reduction (NR): the difference in sound pressure level between any two points along the path of sound propagation, e.g. the difference in level between the interior and exterior of a building where the sound level inside is due only to exterior noise.

octave: the frequency interval between two tones whose frequency ratio is 2.

omnidirectional microphone: a microphone whose response is independent of the direction of the incident sound wave.

Pascal (Pa): a unit of pressure. 1 Pascal = 1 Newton per square meter (1 N / m^2).

permanent threshold shift (PTS): a permanent increase in the threshold of hearing at a given frequency.

point source: a source that radiates sound as if from a single point.

receiver: a person (or persons) or equipment which is affected by sound.

refraction: (1) the phenomenon by which the direction of propagation of a sound wave is changed as a result of a spatial variation is the speed of sound. (2) The angular change in direction of a sound wave as it passes obliquely from one medium to another having different sound speed.

reverberation time (RT_{60}): of an enclosure, for a sound of a given frequency or frequency band, the time that is required for the sound pressure level in the enclosure to decrease by 60 dB after the source has stopped. Unit: second.

room criteria (RC, RC Mark II): an octave band metric for evaluating HVAC noise inside a room. RC is a two dimensional metric consisting of a curve number that is the arithmetic average of the 500, 1000, and 2000 Hz octave band sound pressure levels and a qualitative descriptor identifying the character of the sound spectrum. The descriptor can be (N) for neutral, (LF) for low frequency dominance (rumble), (MF) for midfrequency dominance (roar), and (HF) for high frequency dominance (hiss). In addition, acoustically induced vibration can be designated by (LFV_B) for moderate, but perceptible vibration and (LFV_A) for clearly perceptible vibration. As an example, the maximum RC prerequisite for LEED is designated as RC 37(N) indicating curve number 37 with a neutral spectrum.

Further, two intermediary metrics are used in calculating the room criteria. The quality

assessment index (QAI) is a measure of the deviation from the given RC curve. The probable occupant evaluation (POE) is based on the magnitude of the QAI and can be 'Acceptable,' 'Marginal,' or Objectionable.'

Sabin: a unit of measure of sound absorption; a measure of sound absorption of a surface. It is the equivalent of 1 square foot of a perfectly absorbing surface; a metric Sabin is the equivalent of 1 square meter of a perfectly absorbing surface.

sone: the unit of loudness. One sone is the loudness of a pure tone presented frontally at a frequency of 1000 Hz and a sound pressure level of 40 dB referenced to 20 micropascals.

sound absorption coefficient (α): ideally, the fraction of diffusely incident sound power that is absorbed (or otherwise not reflected) by a material or surface.

sound exposure level (SEL): over a stated time period or event, 10 times the logarithm base 10 of the ratio of the time integral of the sound pressure squared to the product of the reference sound pressure, 20 μPa, squared and the reference time, one second. This quantity is used to characterize single events of short duration where the averaged level (L_{eq}) is inadequate.

sound level meter (SLM): an instrument that is used to measure sound level, with a standard frequency weighting and standard exponentially weighted time averaging.

sound power level (PWL): the total acoustical power emitted from a sound source expressed in decibels relative to 10^{-12} Watts.

sound pressure level (SPL): the acoustical pressure amplitude expressed in decibels relative to 20 micropascals.

sound transmission class (STC): a single number rating used to compare sound insulation properties of walls, floors, ceilings, windows, or doors. See also field sound transmission class.

speech intelligibility index (SII): metric defined under ANSI S3.5 to quantifiy the intelligibility of speech under adverse listening conditions such as noise masking, spectral filtering, and reverberation. The SII is defined for a scale of 0 to 1 where values greater than 0.75 indicate good communication and values below 0.45 indicate generally poor communication conditions.

speech intelligibility test: a procedure that measures the portion of test items (such as syllables, monosyllabic words, or sentences) that are heard correctly.

speech interference level (SIL): an index for assessing the interference effects of noise on the intelligibility of speech, derived from measurements of the background noise level of contiguous octave bands; i.e. the arithmetic average of the octave band sound levels for the bands centered at 500, 1000, 2000, and 4000 Hz (four band method) or the corresponding average for the octave bands centered at 500, 1000, and 2000 Hz (three band method). If other octave bands are used they must be specified. Unit: dB.

speech privacy index (SPI): The SPI is essentially the opposite of the speech intelligibility index and is defined as 1 - SII and usually represented as a percentage. An SPI above 80% is considered normal privacy while an SPI above 95% would meet the requirements of confidential privacy.

speech transmission index (STI): an index for rating the intelligibility of speech that takes both noise and reverberation into account.

temporary threshold shift (TTS): a temporary increase in the threshold of hearing at a given frequency.

threshold of hearing: for a given listener, the minimum sound pressure level of a specified sound that is capable of evoking an auditory sensation. The sound reaching the ears from other sources is assumed negligible.

transducer: a device designed to receive an input signal of a given kind and to furnish an output signal of a different kind in such a manner that the desired characteristics of the input signal appear in the output signal. For example, a microphone takes an acoustic pressure as an input and produces an electrical voltage as an output that is direct proportion to the instantaneous acoustic pressure amplitude. Other common examples in noise measurement would be a loudspeaker, accelerometer, or laser Doppler vibrometer (LDV).

transmission loss: the reduction in sound level from one side of a partition to the other.

wavelength: the distance a sound wave travels in the time it takes to complete one cycle.

weighting: see frequency weighting

A2. General Acoustics

Sound Pressure Level (SPL)

Sound is small, rapidly varying perturbations of atmospheric pressure with respect to the slowly changing ambient pressure. The ambient pressure is measured with a barometer while the small acoustic perturbations are measured with a microphone.

The unit of sound pressure is the Pascal (Pa). However, due to the wide range of acoustic amplitudes that can be heard by the human ear, sound pressure is normally expressed on a logarithmic scale having units of decibels (dB). Sound pressure expressed this way is known as the sound pressure level (SPL) and has the following relation to sound pressure.

$$SPL = 20 \log_{10}\left(\frac{p}{p_{ref}}\right) \qquad \text{(A2.1)}$$

Here p is the sound pressure in Pascals. p_{ref} is a reference pressure, the threshold of hearing at 1000 Hertz (Hz), 20×10^{-6} Pa.

A-Weighting

The above formulation of SPL is a purely physical quantity. Due to the nonlinear and frequency dependent characteristics of the human ear it does not always correlate well with the perception of loudness. To improve the correlation for noise assessment purposes, a frequency weighting is often applied called A-weighting. The A-weighting function is based on listening tests in which human subjects adjusted tones throughout a range of frequencies to have equal loudness compared to a tone having an SPL of 40 dB at 1000 Hz. Figure A2.1 shows equal loudness contours as measured by Fletcher and Munson.

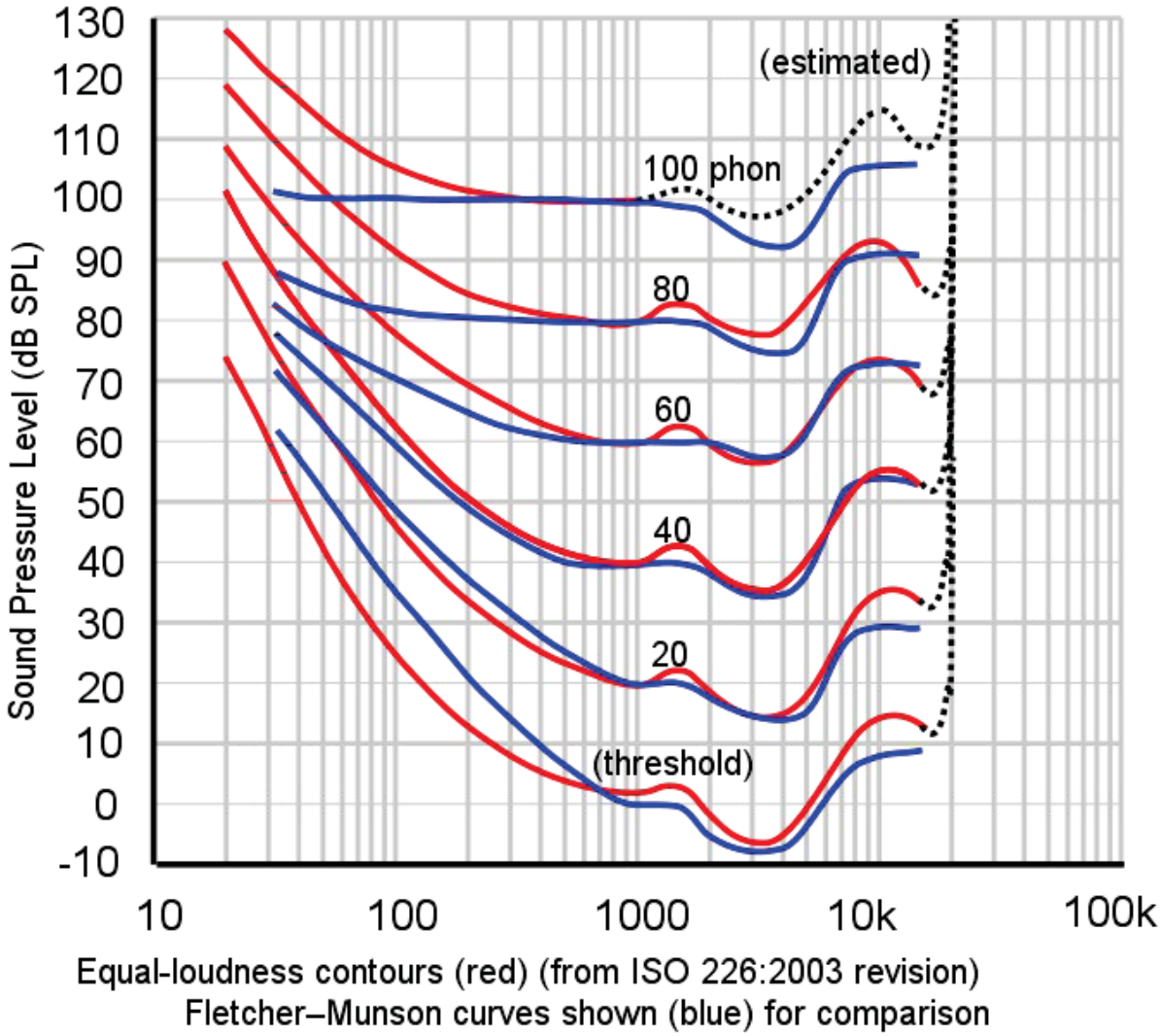


Figure A2.1. Equal Loudness Contours

Source: https://en.wikipedia.org/wiki/File:Lindos4.svg

Thus applying A-weighting to measured sound pressures more closely represents the frequency response of the human ear. Sound pressure levels that have been A-weighted are denoted by the symbol, dBA. Error: Reference source not found shows the A frequency weighting and several other common weightings.

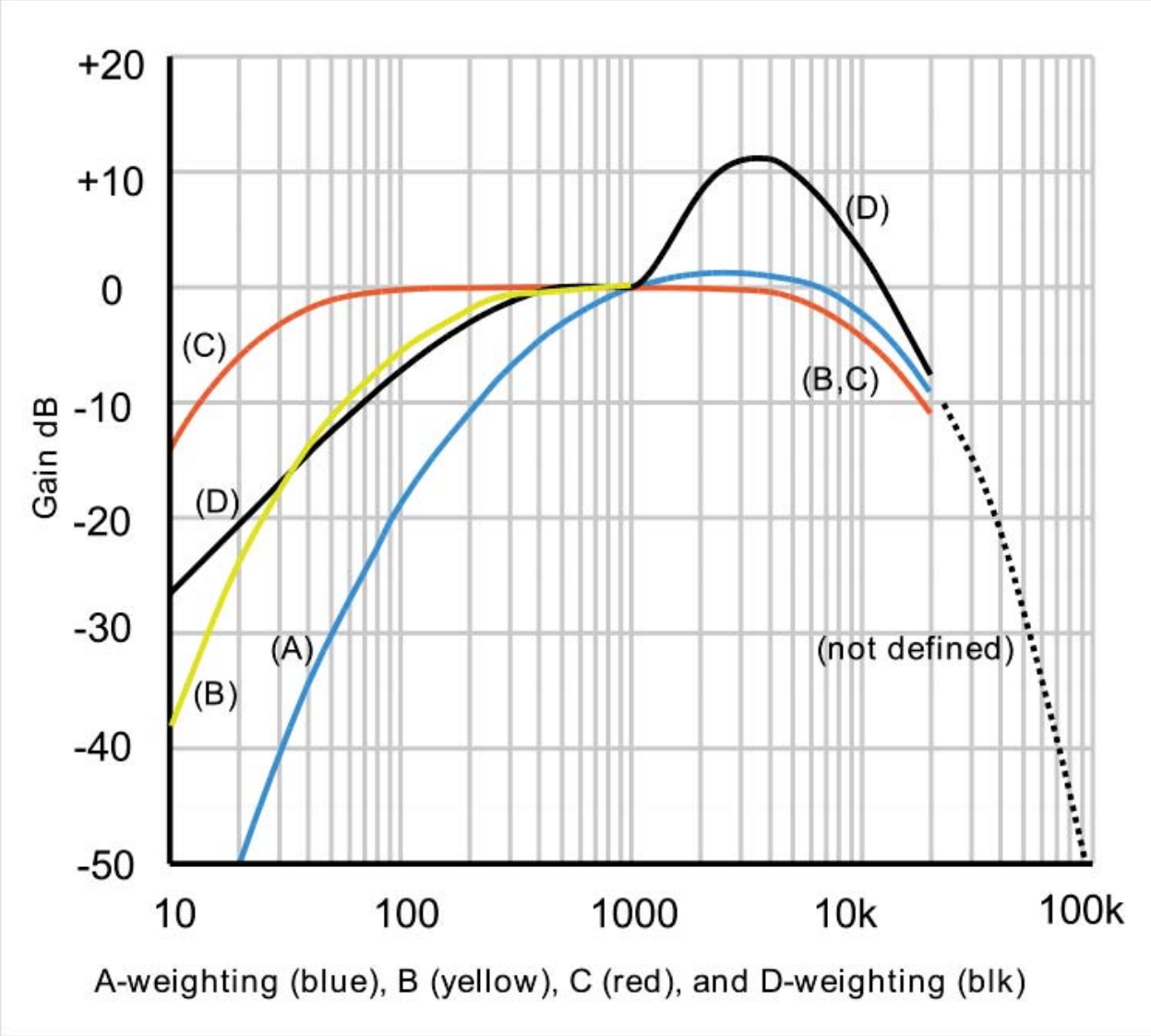


Figure A2.2. Frequency Weighting Filter Curves

Source: https://en.wikipedia.org/wiki/File:Acoustic_weighting_curves_(1).svg

The Perception of Sound

The most basic descriptions of sound are loudness (amplitude) and pitch (frequency). The frequency range of human hearing is roughly 20 to 20,000 Hz, although most people can not hear this full range because high frequencies are lost as a natural part of aging and other factors such as illness and exposure to high levels of noise that may cause permanent hearing loss.

Figures A2.3 and A2.4 illustrate the amplitude and frequency ranges of some common acoustical sources.

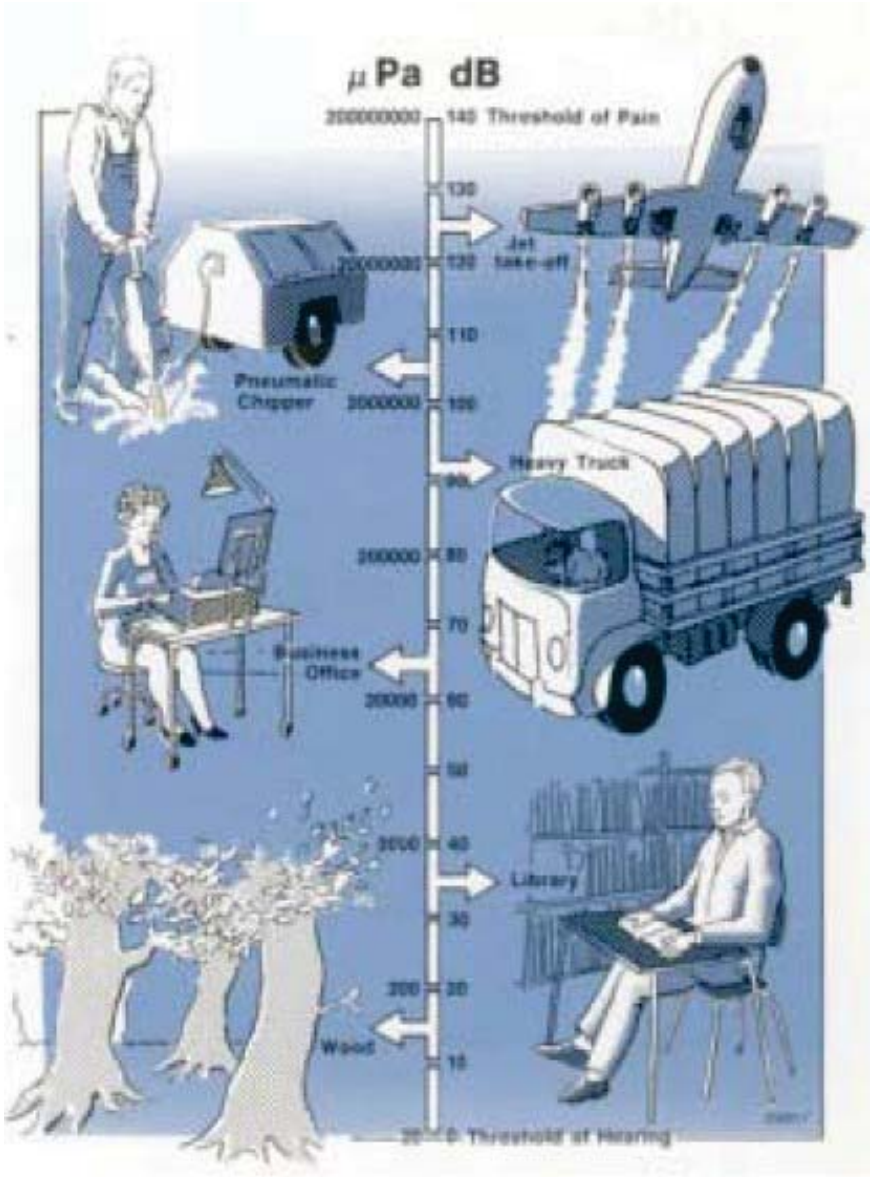


Figure A2.3. SPL Produced by Various Sources

(Bruel and Kjaer)

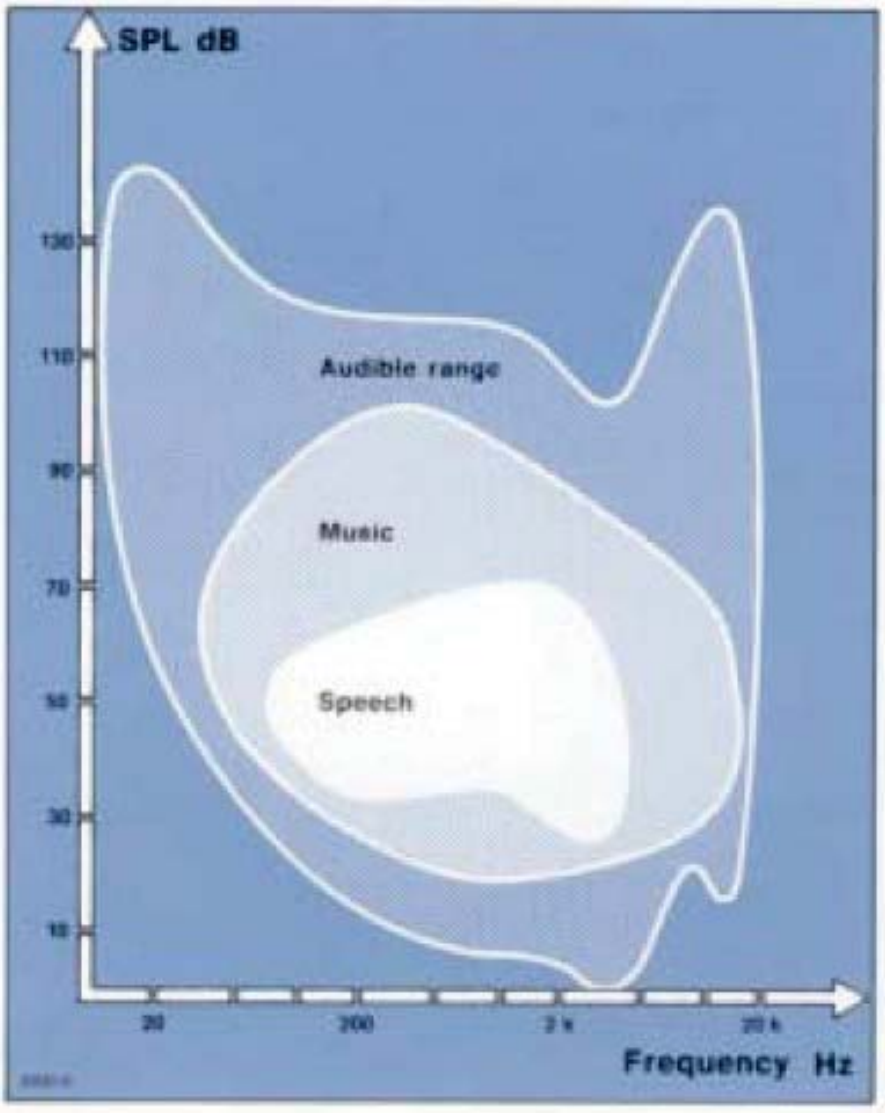


Figure A2.4. Amplitude and Frequency Ranges of Speech and Music

(Bruel and Kjaer)

Amplitude Attenuation with Distance

Sound originating from a small point source will spread spherically in all directions, absent any

Distance from Source (ft)	SPL (dBA)	SPL Loss Relative to 10 ft
10	90	
20	84	6
40	78	12
80	72	18
160	66	24
320	60	30

Table A2.1. Decrease of SPL with Distance Due to Spherical Spreading

nearby surfaces. The conservation of energy requires the sound pressure spreading out from such a source to decrease by half with each doubling of distance. This is known as the inverse square law and is demonstrated in Table A2.1 and Figure A2.5.

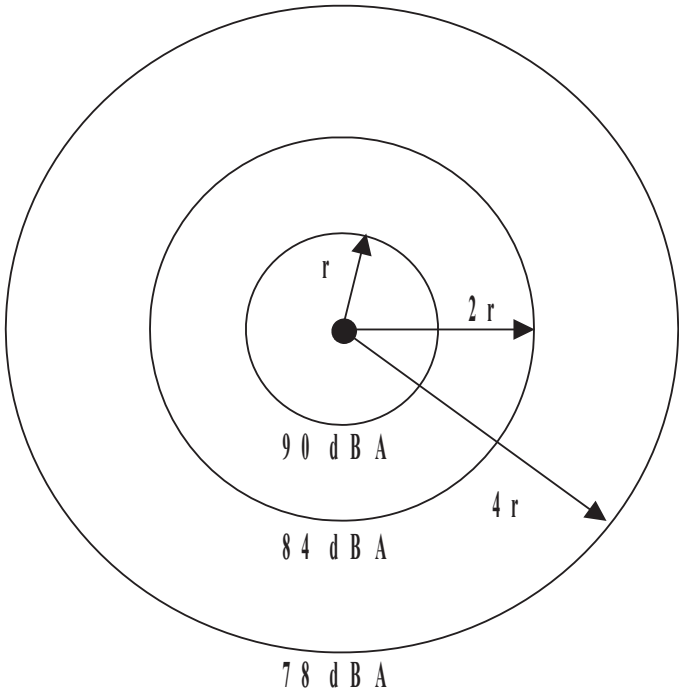


Figure A2.5. Decrease of SPL with Distance Due to Spherical Spreading

Adding Decibels

Summing the contributions from multiple sound sources to obtain the total SPL is *not* done simply by adding the decibel levels because SPL is a logarithmic quantity.

Imagine a fan produces a moderate SPL of 65 dBA at 6 feet. If a second identical fan were turned on the resulting SPL would not be 130 dBA. This would be equivalent to a commercial jetliner taking off at close range.

The correct method of adding the SPL from each source is to sum the acoustic power produced by each source. This implies that each time the number of sources having equal SPL is doubled, the SPL will increase by 3 dBA. Therefore, in the example with two fans, the correct total SPL would be 68 dBA. More examples with multiple sources producing equal SPL are shown in Figure A2.6.

$$65 \text{ dBA} + 65 \text{ dBA} \neq 130 \text{ dBA} \quad \textbf{WRONG} \tag{A2.2}$$

$$65 \text{ dBA} + 65 \text{ dBA} = 68 \text{ dBA} \quad \textbf{RIGHT} \tag{A2.3}$$

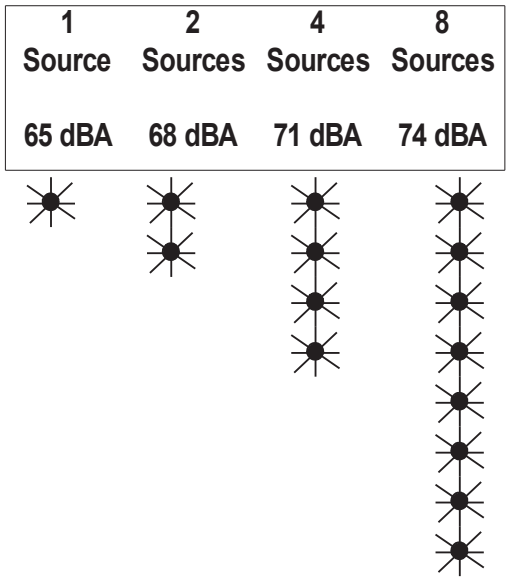


Figure A2.6. Total SPL from Multiple Sources with Equal SPL Output

Further Reading

Bruel and Kjaer, "Measuring Sound." Covers topics in this appendix in more detail. Available on the Bruel and Kjaer website, www.bkhome.com. Find this and other primers under the library section of the site.

Cyril M. Harris, Ed. Handbook of Acoustical Measurements and Noise Control, 3rd Edition. Acoustical Society of America, Melville, NY, 1998.

A3. P-23 Maricopa County Noise Code Excerpt

V. Public Disturbances

A. It shall be unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, any noise which disturbs the peace or quiet of any neighborhood if such noise can be heard from within closed residential structures located within 500 feet of the boundary of the property from which such noise emanates. This subsection shall not apply to noise produced in the normal conduct of business provided that such noise occurs within the normal and customary hours for the conduct of such business, which is based on the normal and customary hours of operation of similar, existing businesses, and the operation is legally conducted within the scope of all ordinances, laws, and statutes of Maricopa County and the State of Arizona.

A4. Site Conditions

A4.1 Weather: August 17, 2012

Meteorological conditions in the area were overcast with light winds from the northwest.

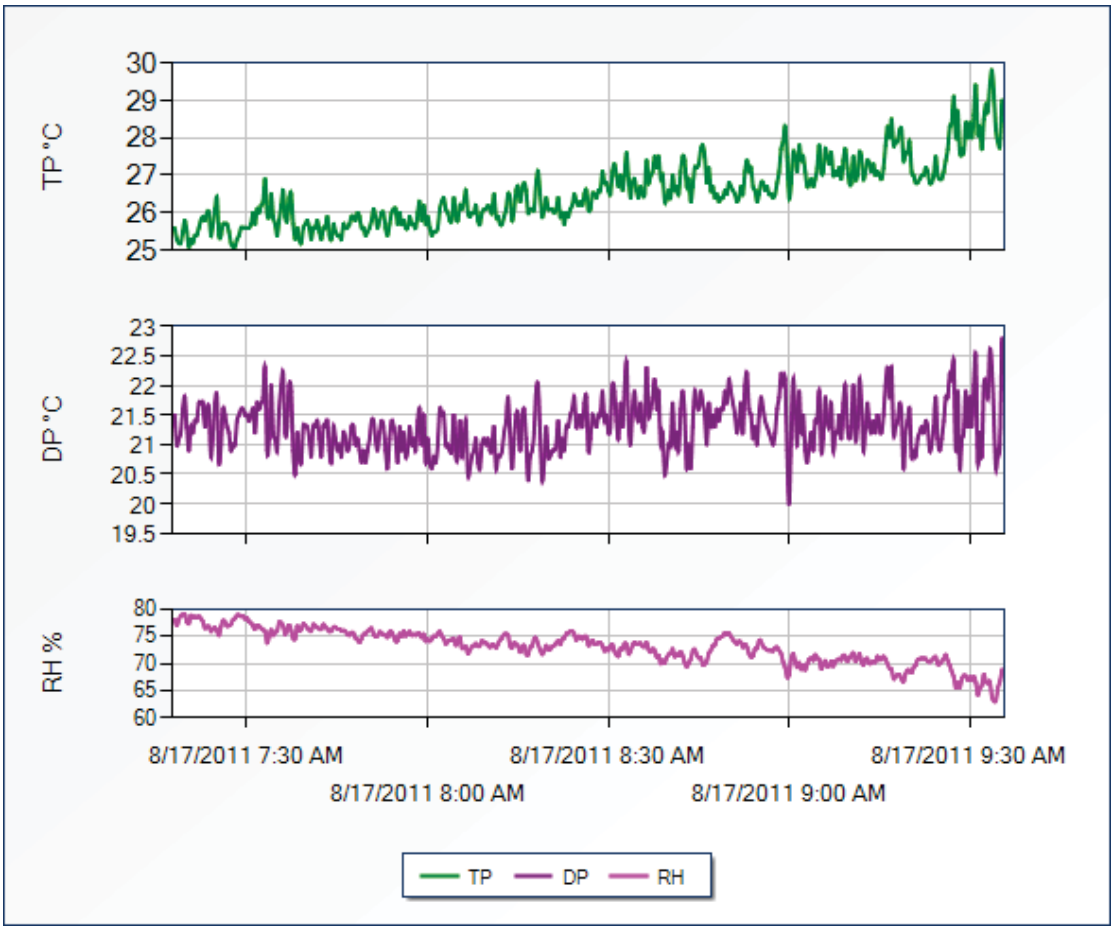


Figure A4.1. Temperature, Dew Point, and Relative Humidity on August 17, 2012

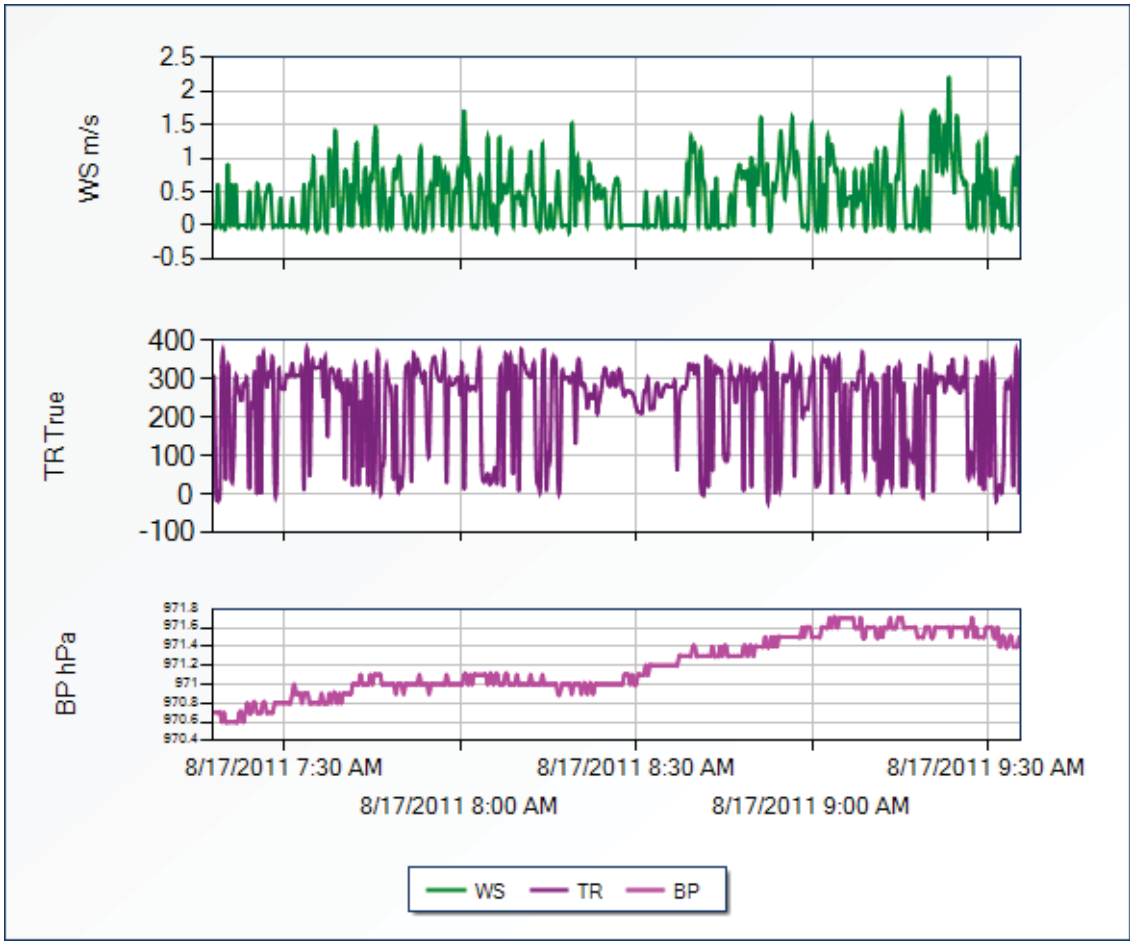


Figure A4.2. Wind Speed, Heading, and Station Pressure on August 17, 2012

A4.2 Site Photos



Figure A4.3. Weather Station, SW of Proposed East Tennis Court Location



Figure A4.4. Sound Level Meter at Point 1, 24022 Berrybrook



Figure A4.5. Sound Level Meter at Point 2, 24022 Berrybrook (Interior)



Figure A4.6. Sound Level Meter at Point 3, 9747 Sunburst



Figure A4.7. Sound Level Meter at Point 4, 23926 Glenburn



Figure A4.8. Sound Level Meter at Point 5, 23907 Sunvista



Figure A4.9. 9.5 Foot Wall at South End of Practice Court

A5. Equipment List

SOUND LEVEL METER

- Bruel & Kjaer Type 2236, Precision Integrating Sound Level Meter
  Serial #: 1849710
  Calibration: June 27, 2012, Odin Metrology
- Brul & Kjaer Microphone Type 4188
  Serial #: 1857777
  Calibration: June 30, 2012, Odin Metrology

MICROPHONE CALIBRATOR

- ACO Pacific 521 Calibrator [1 kHz, 94 dB]
  Serial #:47365
  Calibration: June 27, 2012, Odin Metrology

PORTABLE DIGITAL RECORDER

- Edirol R-09HR
  Serial #: ZW73981

WEATHER

- Nielsen-Kellerman Kestrel 4500 with wind vane
  Serial #: 570551
  - Temperature: ± 1.8 ºF, -20 to 158 ºF (1.0 ºC, -29 to 70 ºC)
  - Humidity: ± 3% RH, 5 to 95 % non-condensing
  - Pressure: ± 1.5 hPa, 750 to 1100 hPa
  - Wind speed: larger of ± 3% of reading or least significant digit
  - Wind direction: ± 5º

COMPUTER

- MSI MS-16332 / AMD Turion TL-56 Laptop Computer

SOFTWARE

- Bruel & Kjaer Reporter 7815, sound application software
- Syntrillium Software, Cool Edit Pro 2.1, digital audio editing software
- Perception Acoustics, Acoustic Tools Data Acquisition Suite, 2.0

3.11 Noise

This section of the Draft EIR (DEIR) discusses the existing noise setting, identifies potential noise impacts associated with implementation of the proposed project, and recommends mitigation measures to address potential impacts. Specifically, this section analyzes potential noise impacts due to development of the proposed project relative to the existing ambient noise environment and applicable noise criteria. Noise mitigation measures are recommended where the predicted noise levels would exceed applicable noise standards. This section was based on the noise and groundborne vibration impact assessment for the proposed project performed by Ambient Air Quality & Noise Consulting (2011) and attached as **Appendix 3.11-A**.

3.11.1 SETTING

ACOUSTIC FUNDAMENTALS

Noise is generally defined as sound that is loud, disagreeable, or unexpected. Sound is mechanical energy transmitted in the form of a wave because of a disturbance or vibration. Sound levels are described in terms of both amplitude and frequency. Amplitude is defined as the difference between ambient air pressure and the peak pressure of the sound wave. Amplitude is measured in decibels (dB) on a logarithmic scale. For example, a 65 dB source of sound, such as a truck, when joined by another 65 dB source results in a sound amplitude of 68 dB, not 130 dB (i.e., doubling the source strength increases the sound pressure by 3 dB). Amplitude is interpreted by the ear as corresponding to different degrees of loudness. Laboratory measurements correlate a 10 dB increase in amplitude with a perceived doubling of loudness and establish a 3 dB change in amplitude as the minimum audible difference perceptible to the average person.

The frequency of a sound is defined as the number of fluctuations of the pressure wave per second. The unit of frequency is the Hertz (Hz). One Hz equals one cycle per second. The human ear is not equally sensitive to sound of different frequencies. For instance, the human ear is more sensitive to sound in the higher portion of this range than in the lower and sound waves below 16 Hz or above 20,000 Hz cannot be heard at all. To approximate the sensitivity of the human ear to changes in frequency, environmental sound is usually measured in what is referred to as "A-weighted decibels" (dBA). On this scale, the normal range of human hearing extends from about 10 dBA to about 140 dBA. Common community noise sources and associated noise levels, in dBA, are depicted in **Figure 3.11-1**.

Noise can be generated by a number of sources, including mobile sources, such as automobiles, trucks and airplanes, and stationary sources, such as construction sites, machinery, and industrial operations. Noise generated by mobile sources typically attenuates at a rate between 3.0 to 4.5 dBA per doubling of distance. The rate depends on the ground surface and the number or type of objects between the noise source and the receiver. For mobile transportation sources, such as highways, hard and flat surfaces, such as concrete or asphalt, have an attenuation rate of 3.0 dBA per doubling of distance. Soft surfaces, such as uneven or vegetated terrain, have an attenuation rate of about 4.5 dBA per doubling of distance from the source. Noise generated by stationary sources typically attenuates at a rate of approximately 6.0 to 7.5 dBA per doubling of distance from the source.

Sound levels can be reduced by placing barriers between the noise source and the receiver. In general, barriers contribute to decreasing noise levels only when the structure breaks the "line of sight" between the source and the receiver. Buildings, concrete walls, and berms can all act as effective noise barriers. Wooden fences or broad areas of dense foliage can also reduce noise, but are less effective than solid barriers.

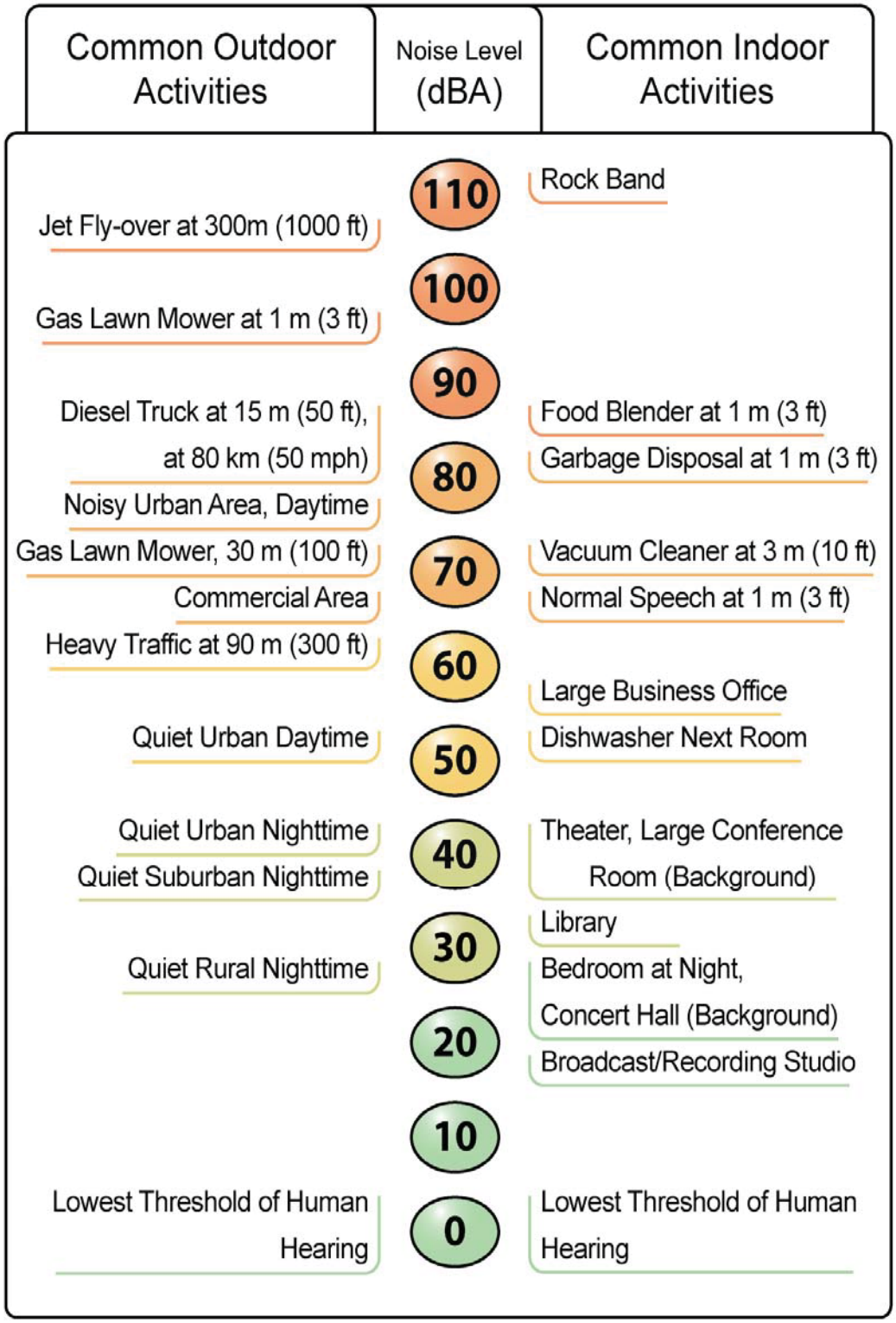
Noise Descriptors

The intensity of environmental noise fluctuates over time, and several descriptors of time-averaged noise levels are used. The three most commonly used descriptors are L_{eq}, L_{dn}, and CNEL. The energy-equivalent noise level, L_{eq}, is a measure of the average energy content (intensity) of noise over any given period. Many communities use 24-hour descriptors of noise levels to regulate noise. The day-night average noise level, L_{dn}, is the 24-hour average of the noise intensity, with a 10-dBA "penalty" added for nighttime noise (10 p.m. to 7 a.m.) to account for the greater sensitivity to noise during this period. CNEL, the community equivalent noise level, is similar to L_{dn} but adds an additional 5-dBA penalty for evening noise (7 p.m. to 10 p.m.). Another descriptor that is commonly discussed is the single-event noise exposure level (SENEL), also referred to as the sound exposure level (SEL). The SENEL/SEL describes a receiver's cumulative noise exposure from a single noise event, which is defined as an acoustical event of short duration, such as a backup beeper, the sound of an airplane traveling overhead, or a train whistle. Noise analyses may also depend on measurements of L_{max}, the maximum instantaneous noise level during a specific period of time, and L_{min}, the minimum instantaneous noise level during a specific period. Common noise level descriptors are summarized in **Table 3.11-1**.

TABLE 3.11-1
COMMON ACOUSTICAL DESCRIPTORS

Descriptor	Definition
Energy Equivalent Noise Level (L_{eq})	The energy mean (average) noise level. The instantaneous noise levels during a specific period of time in dBA are converted to relative energy values. From the sum of the relative energy values, an average energy value (in dBA) is calculated.
Minimum Noise Level (L_{min})	The minimum instantaneous noise level during a specific period of time.
Maximum Noise Level (L_{max})	The maximum instantaneous noise level during a specific period of time.
Day-Night Average Noise Level (DNL or L_{dn})	The 24-hour L_{eq} with a 10 dBA "penalty" for noise events that occur during the noise-sensitive hours between 10:00 p.m. and 7:00 a.m. In other words, 10 dBA is "added" to noise events that occur in the nighttime hours to account for increases sensitivity to noise during these hours.
Community Noise Equivalent Level (CNEL)	The CNEL is similar to the Ldn described above, but with an additional 5 dBA "penalty" added to noise events that occur between the hours of 7:00 p.m. to 10:00 p.m. The calculated CNEL is typically approximately 0.5 dBA higher than the calculated L_{dn}.
Single Event Level (SEL)	The level of sound accumulated over a given time interval or event. Technically, the sound exposure level is the level of the time-integrated mean square A-weighted sound for a stated time interval or event, with a reference time of one second.

T:_CS\Work\Nevada, County of\Rincon del Rio\EIR_11-0007-003-4.0\Figures



Source: Caltrans, 2011

Figure 3.11-1
Common Noise Levels

PMC®

Sound Propagation and Attenuation

Geometric Spreading

Sound from a localized source (i.e., a point source) propagates uniformly outward in a spherical pattern. The sound level decreases (attenuates) at a rate of approximately 6 decibels (dB) for each doubling of distance from a point source. Highways consist of several localized noise sources on a defined path and hence can be treated as a line source, which approximates the effect of several point sources. Noise from a line source propagates outward in a cylindrical pattern, often referred to as cylindrical spreading. Sound levels attenuate at a rate of approximately 3 dB for each doubling of distance from a line source, depending on ground surface characteristics. For acoustically hard sites (i.e., sites with a reflective surface between the source and the receiver, such as a parking lot or body of water), no excess ground attenuation is assumed. For acoustically absorptive or soft sites (i.e., those sites with an absorptive ground surface between the source and the receiver, such as soft dirt, grass, or scattered bushes and trees), an excess ground-attenuation value of 1.5 dB per doubling of distance is normally assumed. When added to the cylindrical spreading, the excess ground attenuation for soft surfaces results in an overall attenuation rate of 4.5 dB per doubling of distance from the source.

Atmospheric Effects

Receptors located downwind from a source can be exposed to increased noise levels relative to calm conditions, whereas locations upwind can have lowered noise levels. Sound levels can be increased at large distances (e.g., more than 500 feet) from the highway due to atmospheric temperature inversion (i.e., increasing temperature with elevation). Other factors such as air temperature, humidity, and turbulence can also have significant effects.

Shielding by Natural or Human-Made Features

A large object or barrier in the path between a noise source and a receiver can substantially attenuate noise levels at the receiver. The amount of attenuation provided by shielding depends on the size of the object and the frequency content of the noise source. Natural terrain features (e.g., hills and dense woods) and human-made features (e.g., buildings and walls) can substantially reduce noise levels. Walls are often constructed between a source and a receiver specifically to reduce noise. A barrier that breaks the line of sight between a source and a receiver will typically result in minimum 5 dB of noise reduction. Taller barriers provide increased noise reduction.

Noise reductions afforded by building construction can vary depending on construction materials and techniques. Standard construction practices typically provide approximately 15 dB exterior-to-interior noise reductions for building facades with windows open and approximately 20–25 dB with windows closed. With compliance with current Title 24 energy efficiency standards, which require increased building insulation and inclusion of an interior air ventilation system to allow windows on noise-impacted facades to remain closed, exterior-to-interior noise reductions typically average approximately 25 dB. The absorptive characteristics of interior rooms, such as carpeted floors, draperies, and furniture, can result in further reductions in interior noise.

Human Response to Noise

The human response to environmental noise is subjective and varies considerably from individual to individual. Noise in the community has often been cited as a health problem, not in terms of

actual physiological damage, such as hearing impairment, but in terms of inhibiting general well-being and contributing to undue stress and annoyance. The health effects of noise in the community arise from interference with human activities, including sleep, speech, recreation, and tasks that demand concentration or coordination. Hearing loss can occur at the highest noise intensity levels. When community noise interferes with human activities or contributes to stress, public annoyance with the noise source increases. The acceptability of noise and the threat to public well-being are the basis for land use planning policies preventing exposure to excessive community noise levels.

Unfortunately, there is no completely satisfactory way to measure the subjective effects of noise or of the corresponding reactions of annoyance and dissatisfaction. This is primarily because of the wide variation in individual thresholds of annoyance and habituation to noise over differing individual experiences with noise. Thus, an important way of determining a person's subjective reaction to a new noise is the comparison of it to the existing environment to which one has adapted: the so-called "ambient" environment. In general, the more a new noise exceeds the previously existing ambient noise level, the less acceptable the new noise will be judged. Regarding increases in A-weighted noise levels, knowledge of the following relationships will be helpful in understanding this analysis:

- Except in carefully controlled laboratory experiments, a change of 1 dB cannot be perceived by humans;
- Outside of the laboratory, a 3 dB change is considered a just-perceivable difference;
- A change in level of at least 5 dB is required before any noticeable change in community response would be expected. An increase of 5 dB is typically considered substantial;
- A 10 dB change is subjectively heard as an approximate doubling in loudness and would almost certainly cause an adverse change in community response.

A limitation of using a single noise-level increase value to evaluate noise impacts, as discussed above, is that it fails to account for pre-development noise conditions. With this in mind, the Federal Interagency Committee on Noise (FICON) developed guidance to be used for the assessment of project-generated increases in noise levels that take into account the ambient noise level. The FICON recommendations are based upon studies that relate aircraft noise levels to the percentage of persons highly annoyed by aircraft noise. Although the FICON recommendations were specifically developed to assess aircraft noise impacts, these recommendations are often used in environmental noise impact assessments involving the use of cumulative noise exposure metrics, such as the average-daily noise level (i.e., CNEL, L_{dn}). FICON-recommended noise evaluation criteria are summarized in **Table 3.11-2**.

TABLE 3.11-2
FEDERAL INTERAGENCY COMMITTEE ON NOISE
RECOMMENDED CRITERIA FOR EVALUATION OF INCREASES IN AMBIENT NOISE LEVELS

Ambient Noise Level Without Project	Increase Required for Significant Impact
<60 dB	5.0 dB, or greater
60–65 dB	3.0 dB, or greater
>65 dB	1.5 dB, or greater

Source: FICON 2000

As depicted in **Table 3.11-2**, an increase in the traffic noise level of 5.0, or greater, would typically be considered to result in increased levels of annoyance where existing ambient noise levels are less than 60 dB. Within areas where the ambient noise level ranges from 60 to 65 dB, increased levels of annoyance would be anticipated at increases of 3 dB, or greater. Increases of 1.5 dB, or greater, could result in increased levels of annoyance in areas where the ambient noise level exceeds 65 dB. The rationale for the FICON-recommended criteria is that as ambient noise levels increase, a smaller increase in noise resulting from a project is sufficient to cause significant increases in annoyance (FICON 2000).

Effects of Noise on Human Activities

The extent to which environmental noise is deemed to result in increased levels of annoyance, activity interference, and sleep disruption varies greatly from individual to individual depending on various factors, including the loudness or suddenness of the noise, the information value of the noise (e.g., aircraft overflights, child crying, fire alarm), and an individual's sleep state and sleep habits. Over time, adaptation to noise events and increased levels of noise may also occur. In terms of land use compatibility, environmental noise is often evaluated in terms of the potential for noise events to result in increased levels of annoyance, sleep disruption, or interference with speech communication, activities, and learning. Noise-related effects on human activities are discussed in more detail below.

Speech Communication

For most noise-sensitive land uses, an interior noise level of 45 dB L_{eq} is typically identified for the protection of speech communication in order to provide for 100-percent intelligibility of speech sounds. Assuming an average 20 dB reduction in sound level between outdoors and indoors (which is an average amount of sound attenuation that assumes windows are closed), this interior noise level would equates to an exterior noise level of 65 dBA L_{eq}. For outdoor voice communication, an exterior noise level of 60 dBA L_{eq} allows normal conversation at distances up to 2 meters with 95 percent sentence intelligibility (USEPA 1974). Based on this information, speech interference begins to become a problem when steady noise levels reach approximately 60 to 65 dBA. Within more noise-sensitive interior environments, such as educational facilities and places of worship, an average-hourly background noise level of 45 dBA L_{eq} is typically recommended (Caltrans 2002a).

Annoyance and Sleep Disruption

With regard to potential increases in annoyance, activity interference, and sleep disruption, land use compatibility determinations are typically based on the use of the cumulative noise exposure metrics (i.e., CNEL or L_{dn}). Perhaps the most comprehensive and widely accepted evaluation of the relationship between noise exposure and the extent of annoyance was one originally developed by Theodore J. Schultz in 1978. In 1978, Schultz's research findings provided support for L_{dn} as the descriptor for environmental noise. Research conducted by Schultz identified a correlation between the cumulative noise exposure metric and individuals who were highly annoyed by transportation noise. The Schultz curve, expressing this correlation, became a basis for noise standards. When expressed graphically, this relationship is typically referred to as the Schultz curve. The Schultz curve indicates that approximately 13 percent of the population is highly annoyed at a noise level of 65 dBA L_{dn}. It also indicates that the percentage of people describing themselves as being highly annoyed accelerates smoothly between 55 and 70 dBA L_{dn}. A noise level of 65 dBA L_{dn} is a commonly referenced dividing point between lower and higher rates of people describing themselves as being highly annoyed (Caltrans 2002a).

The Schultz curve and associated research became the basis for many of the noise criteria subsequently established for federal, state, and local entities. Most federal and California regulations and policies related to transportation noise sources establish a noise level of 65 dBA CNEL/L_{dn} as the basic limit of acceptable noise exposure for residential and other noise-sensitive land uses. For instance, with respect to aircraft noise, both the Federal Aviation Administration (FAA) and the State of California have identified a noise level of 65 dBA L_{dn} as the dividing point between normally compatible and normally incompatible residential land use generally applied for determination of land use compatibility. For noise-sensitive land uses exposed to aircraft noise, noise levels in excess of 65 dBA CNEL/L_{dn} are typically considered to result in a potentially significant increase in levels of annoyance (Caltrans 2002a).

Allowing for an average exterior-to-interior noise reduction of 20 dB, an exterior noise level of 65 dBA CNEL/L_{dn} would equate to an interior noise level of 45 dBA CNEL/L_{dn}. An interior noise level of 45 dB CNEL/L_{dn} is generally considered sufficient to protect against long-term sleep interference (USEPA 1974). In California, the California Building Code establishes a noise level of 45 dBA CNEL as the maximum acceptable interior noise level for residential uses (other than detached single-family dwellings). Use of the 45 dBA CNEL threshold is further supported by recommendations provided in the State of California Office of Planning and Research's General Plan Guidelines, which recommend an interior noise level of 45 dB CNEL/L_{dn} as the maximum allowable interior noise level sufficient to permit "normal residential activity" (OPR 2003).

The cumulative noise exposure metric is currently the only noise metric for which there is a substantial body of research data and regulatory guidance defining the relationship between noise exposure, people's reactions, and land use compatibility. However, when evaluating environmental noise impacts involving intermittent noise events, such as aircraft overflights and train passbys, the use of cumulative noise metrics may not provide a thorough understanding of the resultant impact. The general public often finds it difficult to understand the relationship between intermittent noise events and cumulative noise exposure metrics. In such instances, supplemental use of other noise metrics, such as the L_{eq} or L_{max} descriptor, are sometime used as a means of increasing public understanding regarding the relationship between these metrics and the extent of the resultant noise impact (Caltrans 2002a).

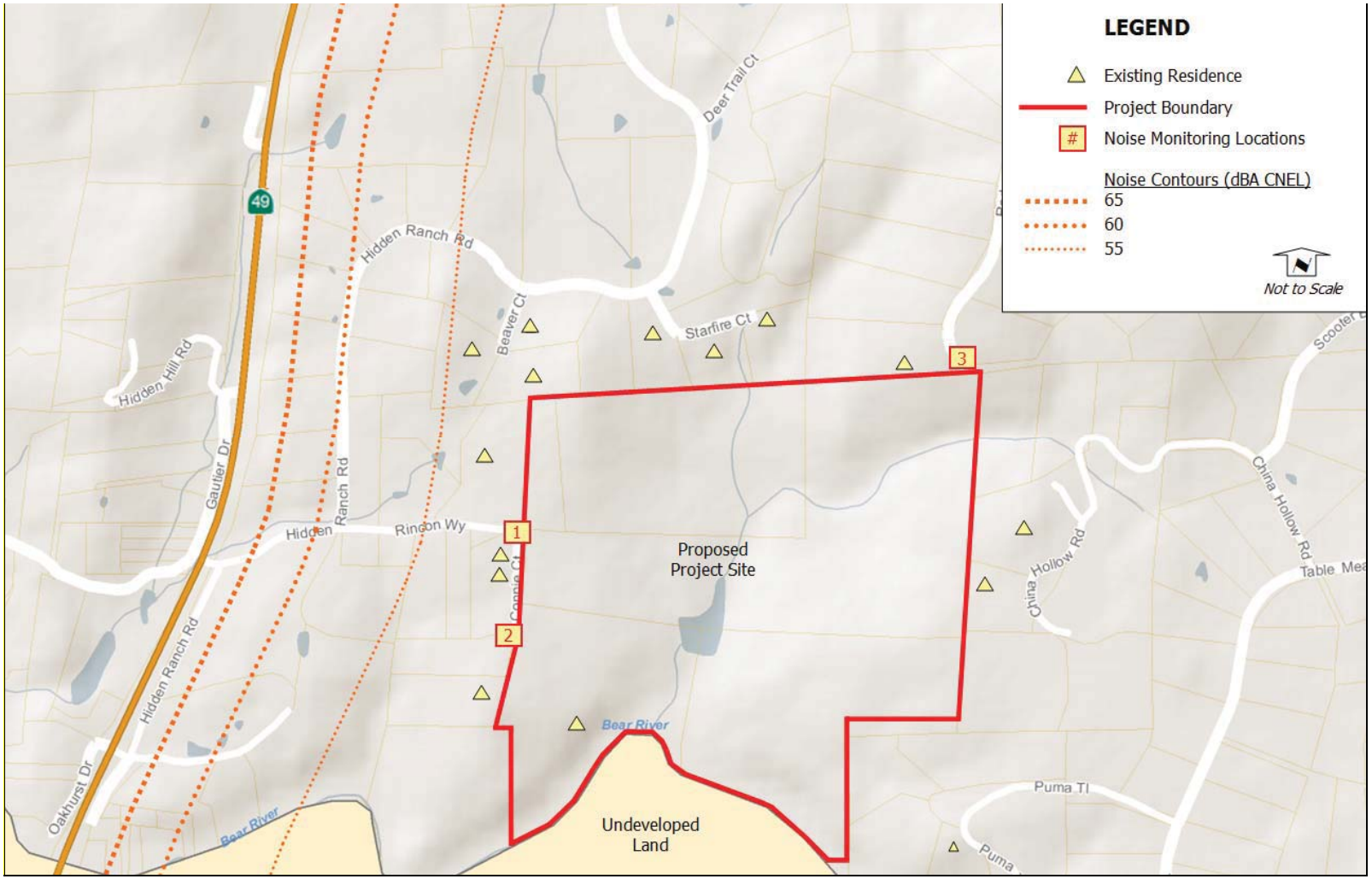
AFFECTED ENVIRONMENT

Noise-Sensitive Receptors

Noise-sensitive land uses are generally considered to include those uses where noise exposure could result in health-related risks to individuals, as well as places where quiet is an essential element of their intended purpose. Residential dwellings are of primary concern because of the potential for increased and prolonged exposure of individuals to both interior and exterior noise levels. Additional land uses such as parks, historic sites, cemeteries, and recreation areas are also considered sensitive to increases in exterior noise levels. Schools, churches, hotels, libraries, and other places where low interior noise levels are essential are also considered noise-sensitive land uses.

The project site encompasses approximately 215 acres located at the east terminus of Rincon Way, one-half mile east of State Route (SR) 49. A majority of the project site is currently undeveloped, with the exception of an existing on-site residential dwelling, which is located within the southwestern portion of the project site. Nearby noise-sensitive land uses consist predominantly of rural residential land uses generally located at varying distances to the west, north, and east of the project site. Land located to the south of the project site, across the Bear River, consists of undeveloped land. Nearby residential land uses are depicted in **Figure 3.11-2**.

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Ambient noise measurement locations correspond to those depicted in ***Table 3****. Depicts residential dwellings within approximately 500 feet of the project boundary. Predicted noise contours do not take into account shielding from intervening terrain or structures. Site boundary, residence, noise contour, and monitoring locations are approximate.*

Image Source: Nevada County 2011

Source: AMBIENT Air Quality & Noise Consulting, 2011

Figure 3.11-2

Existing Noise Environment & Nearby Noise-Sensitive Receptors

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Ambient Noise Environment

The noise environment in the project area is defined primarily by vehicular traffic on SR 49. To a lesser extent, occasional aircraft overflights, activities at nearby residential land uses (e.g., landscape maintenance), and vehicle traffic on local roadways, including Rincon Way, also contribute to ambient noise levels in the project area.

To document existing ambient noise levels in the project area, short-term ambient noise measurements were conducted on June 23, 2011. Noise measurements were conducted using a Larson Davis Laboratories, Type I, Model 820 integrating sound-level meter positioned at a height of approximately 5 feet above ground level. The meter was calibrated before use and is certified to be in compliance with ANSI specifications. Measured ambient noise levels in the proposed project area are summarized in **Table 3.11-3**. Based on the measurements conducted, ambient noise levels range from approximately 43 to 46 dBA L_{eq}. Maximum intermittent noise levels ranged from approximately 55 dBA L_{max} to 60 dBA L_{max}.

TABLE 3.11-3
SUMMARY OF MEASURED AMBIENT NOISE LEVELS

Location		Monitoring Period	Noise Levels (dBA)	
			L_{eq}	L_{max}
1	10450 Rincon Way	10:00 a.m. – 10:10 a.m.	44.4	62.9
		1:00 p.m. – 1:10 p.m.	45.6	64.3
2	10450 Rincon Way	10:20 a.m. – 10:30 a.m.	43.7	57.8
		1:20 p.m. – 1:30 p.m.	44.2	60.7
3	24912 Connie Court	11:20 a.m. – 11:33 a.m.	43.2	57.4
		1:55 p.m. – 2:10 p.m.	42.8	58.4

Source: Ambient 2011
Ambient noise measurements were conducted on June 23, 2011, using a Larson Davis Laboratories, Type I, Model 820 integrating sound-level meter placed at a height of approximately 5 feet above ground level. Measurement locations correspond to those depicted in ***Figure 3.11-2.***

Existing Traffic Noise Levels

The Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model (FHWA RD-77-108) was used to determine noise levels associated with existing vehicle traffic on SR 49 and Rincon Way. The FHWA model used California vehicle reference noise emission factors (CALVENO) for automobiles, medium trucks, and heavy trucks, with consideration given to vehicle volume, speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the site. Traffic data used in the modeling effort was obtained from the traffic analysis prepared for this project and the California Department of Transportation (Flecker 2011).

Table 3.11-4 depicts predicted existing average-daily traffic noise levels (in CNEL/L_{dn}) at a distance of 50 feet from the near travel-lane centerline for major roadways within the project area, as well as distances to the predicted 65, 60, and 55 dBA CNEL/L_{dn} traffic noise contours. The extent by which nearby land uses are affected by existing traffic noise depends on multiple factors, including their respective proximity to the roadways, shielding provided by intervening terrain and structures, and their individual sensitivity to noise. Predicted existing traffic noise contours for the modeled roadway segments are depicted in **Figure 3.11-2**. The project site is not located within the projected 55 dBA CNEL noise contour of SR 49 or Rincon Way.

TABLE 3.11-4
EXISTING TRAFFIC NOISE LEVELS

Segment	Existing ADT	CNEL/L_{dn} at 50 Feet from Near-Travel-Lane Centerline	Distance (feet) to Noise Level Contours (dBA CNEL/L_{dn}) from Roadway Centerline		
			65	60	55
SR 49	28,000	74.38	296	636	1,369
Rincon Way	459	43.41	Within Roadway Right-of-Way		

Source: Ambient 2011
*Refer to **Appendix 3.11-A** for modeling assumptions and results.*

3.11.2 REGULATORY FRAMEWORK

STATE

California General Plan Guidelines

The State of California regulates vehicular and freeway noise affecting classrooms, sets standards for sound transmission and occupational noise control, and identifies noise insulation standards and airport noise/land use compatibility criteria. The General Plan Guidelines (2003), published by the Governor's Office of Planning and Research, also provides guidance for the acceptability of projects within specific CNEL/L_{dn} contours. The guidelines also present adjustment factors that may be used in order to arrive at noise acceptability standards that reflect the noise control goals of the community, the particular community's sensitivity to noise, and the community's assessment of the relative importance of noise pollution.

California Building Code

Title 24 of the California Code of Regulations contains standards for allowable interior noise levels associated with exterior noise sources (California Building Code, 1998 edition, Volume 1, Appendix Chapter 12, Section 1208A). The standards apply to new hotels, motels, dormitories, apartment houses, and dwellings other than detached single-family residences. The standards state that the interior noise level attributable to exterior sources shall not exceed 45 dBA CNEL in any habitable room. Proposed residential structures to be located where the CNEL exceeds 60 dBA shall require an acoustical analysis showing that the proposed building design would achieve the prescribed allowable interior noise standard. Worst-case noise levels, either existing or future, shall be used as the basis for determining compliance with these standards.

LOCAL

Nevada County General Plan and Noise Ordinance

The Noise Element of the Nevada County General Plan (1996) establishes maximum allowable exterior noise levels for various land use categories in terms of the average-hourly (L_{eq}) and maximum intermittent (L_{max}) noise descriptors. Maximum allowable noise standards are identified for daytime (7 a.m. – 7 p.m.), evening (7 p.m. – 10 p.m.), and nighttime (10 p.m. – 7 a.m.) periods. The County's noise standards, which are typically applied to non-transportation noise sources, are summarized in **Table 3.11-5**. These noise standards are also identified in the Nevada

County Land Use Development Code, Chapter 11, Zoning Regulations, Section L-II, 4.1.7, Noise, (2010). Construction activities are exempt from the County's noise standards.

For transportation noise sources, the County has historically used the average-daily noise descriptor (i.e., CNEL or L_{dn}) for determination of land use compatibility. The County's General Plan Noise Element identifies noise criteria to be used for determination of land use compatibility within exterior noise environments, as summarized in **Figure 3.11-3**.

In addition to the identification of noise standards, the County's General Plan also identifies goals, objectives, and policies to reduce noise-related impacts and land use compatibility conflicts. Applicable goals and policies relative to the proposed project site within the noise element are listed in a table in **Appendix 3.0-A**. This table also summarizes how the proposed project complies with these applicable General Plan goals and policies. While this Draft EIR analyzes the project's consistency with the General Plan pursuant to California Environmental Quality Act (CEQA) Section 15125(d), the Nevada County Board of Supervisors makes the ultimate determination of consistency with the General Plan.

TABLE 3.11-5
COUNTY OF NEVADA EXTERIOR NOISE LIMITS

Land Use Category	Zoning District	Time Period	Noise Level, dBA	
			L_{eq}	L_{max}
Rural	A1, TPZ, AE, OS, FR, IDR	7 am-7 pm	55	75
		7 pm-10 pm	50	65
		10 pm-7 am	40	55
Residential and Public	RA, R1, R2, R3, P	7 am-7 pm	55	75
		7 pm-10 pm	50	65
		10 pm-7 am	45	60
Commercial and Recreation	C1, C2, C3, CH, CS, OP, REC	7 am-7 pm	70	90
		7 pm-7 am	65	75
Business Park	BP	7 am-7 pm	65	85
		7 pm-7 am	60	70
Industrial	M1, M2	Any time	80	90

Notes:

- *Compliance with the above standards shall be determined by measuring the noise level based on the mean average of not less than three (3) 20-minute measurements for any given time period. Additional noise measurements may be necessary to ensure that the ambient noise level is adequately determined.*
- *Where two different zoning districts abut, the standard applicable to the lower or more restrictive district plus 5 dBA shall apply.*
- *The above standards shall be measured only on property containing a noise-sensitive land use as defined in General Plan Policy 9.8 and may be measured anywhere on the property containing said land use.*
- *If the measured ambient level exceeds that permitted, the allowable noise exposure standard shall be set at 5 dBA above the ambient.*
- *Because of the unique nature of sound, the County reserves the right to provide for a more restrictive standard than shown in the Exterior Noise Limits table contained in this policy. The maximum adjustment shall be limited to be not less than the current ambient noise levels and shall not exceed the standards of this policy or as they may be further adjusted by General Plan Policy 9.1b. Imposition of a noise level adjustment shall only be considered if one or more of the following conditions are found to exist:*
  - *a. Unique characteristics of the noise source:*
    - *The noise contains a very high or low frequency, is of a pure tone (a steady, audible tone such as a whine, screech, or hum), or contains a wide divergence in frequency spectra between the noise source and ambient level.*
    - *The noise is impulsive in nature (such as hammering, riveting, or explosions), or contains music or speech.*
    - *The noise source is of a long duration.*
  - *b. Unique characteristics of the noise receptor when the ambient noise level is determined to be 5 dBA or more below the Policy 9.1 standard for those projects requiring a General Plan amendment, rezoning, and/or conditional use permit. In such instances, the new standard shall not exceed 10 dBA above the ambient or General Plan Policy 9.1standard, whichever is more restrictive.*
- *The above standards shall not apply to those activities associated with the actual construction of a project or to those projects associated with the provision of emergency services or functions.*

Source: Nevada County 1996, 2010

Groundborne Vibration

There are no federal, state, or local regulatory standards for groundborne vibration. However, various criteria have been established to assist in the evaluation of vibration impacts. For instance, the California Department of Transportation (Caltrans) has developed vibration criteria based on potential structural damage risks and human annoyance. Caltrans-recommended criteria for the evaluation of groundborne vibration levels, with regard to structural damage and human annoyance, are summarized in **Table 3.11-6** and **Table 3.11-7**, respectively. The criteria differentiate between transient and continuous/frequent sources. Transient sources of groundborne vibration include intermittent events, such as blasting, whereas continuous and frequent events would include the operations of equipment, including construction equipment, and vehicle traffic on roadways (Caltrans 2002b, 2004).

The groundborne vibration criteria recommended by Caltrans for evaluation of potential structural damage is based on building classifications, which take into account the age and condition of the building. For residential structures and newer buildings, Caltrans considers a minimum peak-particle velocity (ppv) threshold of 0.5 inches per second (in/sec) for transient sources and 0.3 in/sec for continuous/frequent sources to be sufficient to protect against building damage. In general, a level of 0.3 in/sec ppv correspond to vibration levels generated by a heavily-loaded freight train at a distance of roughly 10 feet from the tracks. With the exception of fragile buildings, ruins, and ancient monuments, continuous groundborne vibration levels below approximately 0.2 in/sec ppv are unlikely to cause structural damage. In terms of human annoyance, continuous vibrations in excess of 0.04 in/sec ppv and transient sources in excess of 0.25 in/sec ppv are identified by Caltrans as being "distinctly perceptible." Within buildings, short periods of ground vibration in excess of 0.2 in/sec ppv are generally considered to result in increased levels of annoyance (Caltrans 2002b, 2004).

TABLE 3.11-6
DAMAGE POTENTIAL TO BUILDINGS AT VARIOUS GROUNDBORNE VIBRATION LEVELS

Structure and Condition	Vibration Level (in/sec ppv)	
	Transient Sources	Continuous/Frequent Intermittent Sources
Extremely Fragile Historic Buildings, Ruins, Ancient Monuments	0.12	0.08
Fragile Buildings	0.2	0.1
Historic and Some Old Buildings	0.5	0.25
Older Residential Structures	0.5	0.3
New Residential Structures	1.0	0.5
Modern Industrial/Commercial Buildings	2.0	0.5

Note: Transient sources create a single isolated vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seat equipment, vibratory pile drivers, and vibratory compaction equipment.

Source: Caltrans 2002b, 2004

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Land Use Category	Community Noise Exposure (L_{dn} or CNEL, dBA) 50 55 60 65 70 75	Interpretation
Residential –Low Density Single Family, Duplex, Mobile Homes		**Clearly Acceptable** The activities associated with the specified land use may be carried out with essentially no interference from the noise exposure.
Residential – Multiple Family		
Transient Lodging – Motels, Hotels		**Normally Acceptable** Noise should be considered in proposed land use projects, but under most circumstances conventional construction without and special noise insulation requirements, is satisfactory.
Schools, Libraries, Churches, Hospitals, Nursing Homes		
Auditoriums, Concert Halls, Amphitheaters		**Conditionally Acceptable** New construction or development should be undertaken only after a detailed analysis of noise reduction requirements and needed noise insulation features included in the design. Conventional construction with closed windows and conditioning will normally suffice.
Sports Arena, Outdoor Spectator Sports		
Playgrounds, Neighborhood Parks		**Normally Unacceptable** New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.
Golf Courses, Riding Stables, Water Recreation, Cemeteries		
Office Buildings, Commercial Retail		
Industrial, Manufacturing, Utilities, Agriculture		**Clearly Unacceptable** New construction or development should generally not be undertaken

Source: Nevada County General Plan 1996

Source: AMBIENT Air Quality & Noise Consulting, 2011

Figure 3.11-3

Nevada County Land Use Compatibility Noise Criteria

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TABLE 3.11-7
ANNOYANCE POTENTIAL TO PEOPLE AT VARIOUS GROUNDBORNE VIBRATION LEVELS

Human Response	Vibration Level (in/sec ppv)	
	Transient Sources	Continuous/Frequent Intermittent Sources
Barely Perceptible	0.04	0.01
Distinctly Perceptible	0.25	0.04
Strongly Perceptible	0.9	0.10
Severe	2.0	0.4

Note: Transient sources create a single isolated vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seat equipment, vibratory pile drivers, and vibratory compaction equipment.

Source: Caltrans 2002b, 2004

3.11.3 IMPACTS AND MITIGATION MEASURES

STANDARDS OF SIGNIFICANCE

Criteria for determining the significance of noise impacts were developed based on information contained in the California Environmental Quality Act Guidelines (State CEQA Guidelines). According to those guidelines, a project may have a significant effect on the environment if it would cause the following conditions:

1) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

2) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.

3) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.

4) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

5) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels within 2 miles of a public airport or public use airport.

6) For a project within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels.

The project site is not in the vicinity of a public or private airport; the closest airport to the project site is the Auburn Municipal Airport, located over 4 miles to the south. The project site is not located within 2 miles of a public airport or private airstrip, nor would implementation of the proposed project affect airport operations or result in increased exposure of noise-sensitive receptors to aircraft noise. For these reasons, exposure to aircraft noise levels (Standards of

Significance 5 and 6) would be considered less than significant and has not been discussed further in this report.

Temporary noise impacts associated with the proposed project would be associated with construction-related activities. Permanent increases in noise levels would occur associated with on-site operational activities as well as related to potential increases in traffic noise levels along area roadways. Potential increases in groundborne vibration levels would be primarily associated with short-term construction-related activities. For purposes of this analysis and where applicable, the Nevada County noise standards were used for evaluation of project-related noise impacts. Thresholds of significance used in this analysis are discussed below.

Construction Noise

As previously discussed and noted in **Table 3.11-5**, construction activities are exempt from the County's noise standards. In the absence of applicable County noise standards, construction noise impacts would be considered significant if the proposed project would result in increased levels of nuisance during the more noise-sensitive evening and nighttime hours. For residential land uses, noise-generating construction activities that would result in an increase in ambient noise levels between the hours of 7:00 p.m. and 7:00 a.m. would be considered to result in a potentially significant impact. In addition, sustained construction-generated noise levels that would exceed the commonly applied interior noise threshold for speech communication (i.e., 60 dBA L_{eq}) within nearby existing residential dwellings would also be considered to have a potentially significant impact. Assuming an average exterior-to-interior noise reduction of 20 dB for typical residential construction, an interior noise level threshold of 60 dBA L_{eq} would equate to an exterior noise threshold of 80 dBA L_{eq}, which is consistent with the exterior threshold often recommended for construction activities by other governmental agencies, such as the Federal Transit Administration (FTA 2006).

Operational Non-Transportation Noise

Operational non-transportation noise impacts would be considered significant if the proposed project would result in non-transportation noise levels that would exceed applicable County noise standards at nearby noise-sensitive land uses. County noise standards are identified in **Table 3.11-5.**

Operational Transportation Noise

Operational transportation noise impacts would be considered significant if the proposed project would result in a substantial increase in ambient noise levels that would exceed the County noise standards for land use compatibility (**Figure 3.11-3**). For purposes of this analysis, a substantial increase in noise levels is defined as an increase of 5.0, or greater, where the noise levels, without project implementation, are less than the County's normally acceptable noise standard of 60 dBA CNEL/L_{dn}; 3 dBA, or greater, where the noise level, without project implementation, ranges from 60 to 65 dBA CNEL/L_{dn}; and 1.5 dB, or greater, where the noise level, without project implementation, exceeds 65 dBA CNEL/L_{dn} (**Table 3.11-2**). The rationale for these noise criteria is that as ambient noise levels increase, a smaller increase in noise resulting from a project is sufficient to cause a substantial increase in annoyance. Substantial increase in noise levels that would also exceed applicable noise standards at primarily affected noise-sensitive land uses would be considered to have a significant impact.

Exposure to Groundborne Vibration

Groundborne vibration levels would be considered significant if predicted construction or long-term operational groundborne vibration levels attributable to the proposed project would exceed normally applied groundborne vibration criteria (**Tables 3.11-6** and **3.11-7**) at nearby existing structures.

Land Use Compatibility

The compatibility of proposed land uses were evaluated in comparison to the County's General Plan noise standards for land use compatibility (**Figure 3.11-3**), based on projected future cumulative noise conditions. Accordingly, convalescent care facilities and residential dwellings are considered normally acceptable within exterior noise environments up to 60 dBA CNEL/L_{dn}. The proposed project would be considered to have a potentially significant impact if projected future noise levels at the project site would exceed 60 dBA CNEL/L_{dn}.

METHODOLOGY

A combination of existing literature, noise level measurements, and application of accepted noise prediction and sound propagation algorithms was used for the prediction of short-term construction and long-term non-transportation and transportation source noise levels as well as for the evaluation of groundborne vibration impacts.

Construction Noise

Predicted noise levels at nearby noise-sensitive land uses were calculated utilizing typical noise levels and usage rates associated with construction equipment, derived from the U.S. Department of Transportation, Federal Highway Administration's Roadway Construction Noise Model (version 1.1). Construction noise levels were predicted assuming an average noise attenuation rate of 6 dB per doubling of distance from the source.

Operational Non-Transportation Noise

Predicted noise levels associated with non-transportation noise sources were calculated based on representative data obtained from existing literature as well as noise measurement data obtained from similar uses. Operational noise levels were calculated at the nearest on-site noise-sensitive receptors and at the property line of the nearest off-site residential land use assuming an average noise-attenuation rate of 6 dB per doubling of distance from the source. To be conservative, no shielding due to intervening terrain or non-source structures was included in the calculation. It is important to note that the County's noise standards are applied only on properties containing a noise-sensitive land use, such as residential dwellings, and may be applied anywhere on the property or at the property boundary. To be conservative, predicted noise levels at existing off-site receptors were calculated based on the distance from the source center to the nearest receptor property line. Modeling assumptions and calculations are included in **Appendix 3.11-A**.

Operational Traffic Noise and Land Use Compatibility

Traffic noise levels were calculated using the FHWA roadway noise prediction model (FHWA-RD-77-108) based on California vehicle reference noise emission factors and traffic data obtained from the traffic analysis prepared for this project. Additional input data included day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors,

and roadway widths. Predicted noise levels were calculated at a distance of 50 feet from the near-travel-lane centerline as well as distances to the predicted noise contours. Increases in traffic noise levels attributable to the proposed project were determined based on a comparison of predicted noise levels, with and without project implementation. The compatibility of proposed land uses was evaluated based on projected future on-site transportation noise levels with project implementation. Predicted on-site noise levels were compared with the County's corresponding noise criteria for determination of land use compatibility (**Figure 3.11-3**). Modeling assumptions and calculations are included in **Appendix 3.11-A**.

Groundborne Vibration

No major existing sources of groundborne vibration have been identified in the proposed project area. Groundborne vibration impacts would be primarily associated with short-term construction activities. Groundborne vibration levels associated with construction-related activities were evaluated utilizing typical groundborne vibration levels rates associated with construction equipment, obtained from the U.S. Department of Transportation, Federal Transit Administration's *Transit Noise and Vibration Impact Assessment Guidelines* (2006). Groundborne vibration impacts related to structural damage and human annoyance were evaluated taking into account the distance from construction activities to nearby land uses and typically applied criteria for structural damage and human annoyance (**Tables 3.11-6** and **3.11-7**).

PROJECT IMPACTS AND MITIGATION MEASURES

Construction Noise (Standards of Significance 1, 2, and 4)

Impact 3.11.1 Construction activities could result in a substantial temporary increase in ambient noise levels at nearby noise-sensitive land uses, which may result in increased levels of annoyance, activity interference, and sleep disruption. This impact is considered **potentially significant.**

Construction noise associated with future development would be limited to periods of construction and would vary depending on the nature of the construction activities being performed. Noise generated during construction is typically associated with the operation of off-road equipment, including excavation equipment, material handlers, and portable generators. **Table 3.11-8** lists typical uncontrolled noise levels generated by individual pieces of representative construction equipment likely to be used during construction. Noise levels associated with individual construction equipment can reach levels of up to approximately 90 dBA L_{max} (FTA 2006). Noise from localized point sources, such as construction sites, typically decreases by approximately 6 dBA with each doubling of distance from source to receptor. Given this noise attenuation rate and typical construction equipment noise levels and usage rates, combined noise levels associated with construction activities can reach levels of up to approximately 84 dBA L_{eq} at 50 feet (USEPA 1971). Depending on the location and type of construction activities conducted, construction-generated noise levels at the nearest existing offsite residential land uses, which are located west of the project site, could reach levels of up to approximately 72 dBA L_{eq}, when construction activities occur near the western boundary of the project site.

Based on the predicted exterior noise level discussed above and assuming an average exterior-to-interior noise reduction of 20 dB, predicted interior noise levels of the nearest existing off-site residential land uses could reach approximately 52 dBA L_{eq} for short periods of time, which would not be projected to exceed the commonly applied interior speech communication noise

threshold of 60 dBA L_{eq}. However, with regard to residential land uses, noise levels associated with construction activities occurring during the more noise-sensitive evening and nighttime hours (i.e., 7 p.m. to 7 a.m.) are of increased concern. Because exterior ambient noise levels typically decrease during the nighttime hours as community activities (e.g., commercial activities, vehicle traffic) decrease, construction activities performed during these more noise-sensitive periods of the day could result in increased annoyance and potential sleep disruption for occupants of nearby residential dwellings. It is important to note that construction noise levels are highly variable and would last only as long as construction activities occur. Nonetheless, noise-generating construction activities associated with future development would be considered to have a **potentially significant** impact.

TABLE 3.11-8
TYPICAL CONSTRUCTION EQUIPMENT NOISE LEVELS

Equipment	Typical Noise Level (dBA) at 50 feet from Source	
	L_{max}	L_{eq}
Air Compressor	80	76
Backhoe/Front End Loader	80	76
Compactor (Ground)	80	73
Concrete Mixer Truck	85	81
Concrete Mixer (Vibratory)	80	73
Concrete Pump Truck	82	75
Concrete Saw	90	83
Crane	85	77
Dozer/Grader/Excavator/Scraper	85	81
Drill Rig Truck	84	77
Generator	82	79
Gradall	85	81
Hydraulic Break Ram	90	80
Jack Hammer	85	78
Impact Hammer/Hoe Ram (Mounted)	90	83
Pavement Scarifier/Roller	85	78
Paver	85	82
Pneumatic Tools	85	82
Pumps	77	74
Truck (Dump/Flat Bed)	84	80

Source: Ambient 2011

Mitigation Measures

MM 3.11.1 The following mitigation measures shall be implemented and specified on all construction contracts:

a) Construction activities (excluding activities that would result in a safety concern to the public or construction workers) shall be limited to between the hours of 7:00 a.m. and 7:00 p.m. Construction activities shall be prohibited on Sundays and state and federal holidays.

b) Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and shrouds, in accordance with manufacturers' recommendations.

c) Construction equipment staging areas shall be centrally located on the project site or located at the farthest distance possible from nearby residential land uses.

d) All motorized construction equipment and vehicles shall be turned off when not in use.

e) At a prominent location legible from a public road at or near the construction area(s) a phone number and contact information shall be provided of a site supervisor or manager with authority to deal with noise complaints. The sign shall be present for the duration of construction.

Timing/Implementation: *Prior to and during construction*

Enforcement/Monitoring: *Nevada County Planning Department*

Implementation of the above mitigation measures would limit construction activities to the less noise-sensitive periods of the day. Use of manufacturer-recommended noise control devices, such as exhaust mufflers and engine shrouds, can reduce individual equipment noise levels by approximately 10 dBA. Providing contact information for construction activities will also ensure that the neighborhood has access to the supervisor or manager while the noise generating activity is occurring. It is important to note that even with the mitigation measures construction noise will be audible in the surrounding neighborhood. However, with implementation of the above mitigation measures, noise-generating construction activities would be considered **less than significant**.

Increase in Traffic Noise (Standards of Significance 1 and 3)

Impact 3.11.2 Operation of the proposed project would not result in a significant increase in traffic noise levels at nearby noise-sensitive receptors. This impact would be considered **less than significant.**

Operation of the proposed project would result in increased traffic volumes on some area roadways. The increase in traffic volumes resulting from implementation of the proposed project would, therefore, contribute to predicted increases in traffic noise levels. The FHWA Highway Traffic Noise Prediction Model (FHWA RD77-108), utilizing CALVENO noise emission factors, was used to predict traffic noise levels along primarily affected roadway segments with and without implementation of the proposed project. Based on information obtained from the traffic analysis

prepared for this project, primarily affected roadways would include Rincon Way and nearby segments of SR 49. The proposed project's contribution to traffic noise levels along these roadways was determined by comparing the predicted noise levels with and without project-generated traffic. Predicted traffic noise levels, with and without development of the proposed project, are summarized in **Table 3.11-9**.

TABLE 3.11-9
PREDICTED INCREASES IN TRAFFIC NOISE LEVELS
EXISTING CONDITIONS

Roadway	CNEL/L_{dn} at 50 Feet from Near-Travel-Lane Centerline[1]		Predicted Noise Level Increase	Substantial Noise Level Increase?[2]
	Without Project	With Project		
SR 49	74.38	74.46	0.08	No
Rincon Way	43.41	48.34	4.93	No

Source: Ambient 2011
Notes:
Traffic noise levels were calculated using the FHWA roadway noise prediction model.
Substantial increases defined as an increase of 5.0, or greater, where noise levels are less than the County's normally acceptable minimum noise level of 60 dBA CNEL/L_{dn}; 3 dBA, or greater, where noise levels range from 60 to 65 dBA CNEL; and 1.5 dB, or greater, where the noise level exceeds 65 dBA CNE,L without the proposed project.

As depicted in **Table 3.11-9**, the proposed project would result in predicted increases in traffic noise levels of approximately 0.08 dBA along nearby segments of SR 49 and approximately 4.93 dBA along Rincon Way. The proposed project would not result in a substantial increase in traffic noise levels along primarily affected area roadways. As a result, increases in traffic noise levels attributable to the proposed project would be considered **less than significant**.

Mitigation Measures

None required.

Exposure to Non-Transportation Source Noise (Standards of Significance 1, 2, 3, and 4)

Impact 3.11.3 Operation and occupancy of the proposed project may result in non-transportation noise levels that could exceed applicable noise standards at nearby noise-sensitive land uses. This impact would be considered **potentially significant.**

Operation of the proposed project, including occupancy of the residential units, would include on-site activities and the operation of stationary equipment that would result in increases in ambient noise levels that could exceed applicable County noise standards at nearby on- and off-site noise-sensitive receptors. Predicted average-hourly and maximum intermittent noise levels at the nearest on- and off-site receptors associated with major on-site noise sources are summarized in **Table 3.11-10** and **Table 3.11-11**, respectively, and discussed in greater detail below.

Sewer Lift Stations

The project proposes to construct an on-site sewer lift station (and possibly an intermediate lift station). The proposed station would be located along the emergency access road, approximately 120 feet south of the project site's northern property line, and the second

optional station would be located south of the proposed farm fields, approximately 1,080 feet south of the northern property line, if needed. The proposed pump stations are anticipated to include an emergency power generator, control panel, exhaust fans, and booster pump. The booster pump would be located below grade in an underground vault. The remaining equipment would be located above ground and housed in an enclosed structure. Based on data obtained from similar pump stations, operational noise levels associated with pump station equipment can reach combined levels of up to approximately 78 dBA L_{eq} at 50 feet from the structure, depending on the equipment installed and structural design.

Detailed equipment specifications have not yet been identified for the proposed pump stations. Noise levels were predicted based on typical noise levels derived from representative equipment and manufacturer specifications data. Depending on building design, average interior-to-exterior noise reductions typically range from approximately 10 to 25 dBA. Combined equipment noise levels were calculated at the property line of the nearest residential land use, assuming a minimum sound transmission loss of approximately 10 dBA for the pump station building. Modeling was conducted assuming that all equipment, including the emergency generator, would be operating simultaneously. As indicated in **Table 3.11-10** and **Table 3.11-11** and depending on the hour of day, predicted operational noise levels at the nearest on- and off-site receptors for both of the proposed pump stations would exceed the County's applicable average-hourly and maximum intermittent noise standards. Actual noise levels would vary depending on final building design, construction materials and techniques, and the equipment installed. Noise generated by the proposed on-site pump stations would be considered **potentially significant**.

On-Site Agricultural Activities

The proposed project includes approximately 4 acres of agricultural uses located to the northeast of the Village Center to accommodate gardening activities for project-site residents. Agricultural uses would include raised-bed community gardens, row crops, and an orchard. As described above, two community barns would be located adjacent to the agricultural uses in order to provide for equipment and storage. Noise generated by agricultural activities would be primarily associated with the intermittent and seasonal use of small tractors and related farm equipment. Noise levels associated with the operation of farm tractors can reach levels of approximately 92 dBA at 5 feet (Ambient 2011). Predicted average-hourly and maximum intermittent noise levels at the nearest on- and off-site receptors associated with on-site agricultural activities are summarized in **Table 3.11-10** and **Table 3.11-11**, respectively. Depending on the hour of day, average-hourly and maximum intermittent operational noise levels for on-site agricultural activities could potentially exceed applicable County noise standards at the nearest on- and off-site receptors. As a result, noise impacts associated with on-site agricultural activities would be considered **potentially significant**.

Automotive and Tractor Repair Barns

The proposed project includes the proposed construction of on-site automotive and tractor repair barns, to be located adjacent to and west of the proposed farm fields. Noise generated by automotive and tractor repair facilities is predominantly associated with the use of small hand-held pneumatic tools (power sanders, grinders, impact wrenches). Other equipment operations such as lifts, compressed air nozzles, air compressors, and welders would generate a lesser degree of noise impact. Operational noise levels can reach approximately 83 dBA L_{eq} at 50 feet, with intermittent noise events reaching levels of up to approximately 85 dBA L_{max} at 50 feet. As indicated in **Table 3.11-10** and **Table 3.11-11** and depending on the hour of day, average-hourly operational noise levels would exceed applicable County noise standards at the

nearest receptors. Noise generated during the more noise-sensitive nighttime hours would also be projected to exceed the County's average-hourly noise standards at the nearest off-site receptors. As a result, noise impacts associated with the automotive and tractor repair barns would be considered **potentially significant**.

Property Maintenance Activities

Noise-generating activities and noise sources commonly associated with property maintenance activities are typically associated with on-site landscape maintenance, including the operation of leaf blowers, lawn mowers, power sweepers, leaf blowers, and vacuum trucks, as well as occasional waste collection activities. These activities can result in varying noise levels of approximately 70 to 110 dBA L_{max} at 3 feet. Maintenance-related activities typically occur on an intermittent basis or over a large area, which reduces prolonged exposure at any one receptor. Nonetheless, as indicated in **Table 3.11-10** and **Table 3.11-11**, predicted noise levels at nearby on- and off-site receptors could potentially exceed the County's average-hourly and maximum intermittent noise standards. As a result, noise levels generated by on-site landscape maintenance and waste collection activities would be considered **potentially significant**.

Building Equipment

Noise-generating mechanical equipment associated with the proposed on-site structures would be anticipated to include air and water circulation systems (e.g., heating, ventilation, and air conditioning systems, and boilers). Noise generated by mechanical building equipment would occur on an intermittent basis, primarily during the day and evening hours and less frequently at night. In general, noise levels generated by such systems typically average between 55 and 85 dBA at 3 feet from the source (USEPA 1971). Mechanical equipment is typically shielded from direct public exposure and usually housed on rooftops, within equipment rooms, or within exterior enclosures. In addition to building mechanical equipment, equipment used for material loading and unloading activities at non-residential structures could also generate high noise levels. Noise levels commonly associated with material loading and unloading areas typically average approximately to 60 dBA L_{eq} at 50 feet.

Noise generated by building mechanical equipment intended to serve larger on-site structures, such as the proposed lodges and commercial use structures, would have the highest potential for noise-related impacts. Detailed equipment and building specifications have not yet been identified. Noise levels were therefore predicted based on typical noise levels derived from representative equipment and manufacturer specifications data. As depicted in **Table 3.11-10** and **Table 3.11-11** and depending on the hour of day, operational noise levels at the nearest on- and off-site receptors could potentially exceed the County's average-hourly noise standards. Predicted maximum intermittent noise levels would also be projected to exceed the County's nighttime noise standard. Actual noise levels would vary depending on final building design, construction materials and techniques, and the equipment installed. Noise generated by on-site building equipment, including equipment operation within outdoor material loading and unloading areas, would be considered **potentially significant**.

On-Site Recreational Uses

Noise generated by on-site recreational uses would be primarily associated with the proposed tennis courts, volleyball courts, bocce ball courts, pickle ball courts, and swimming pools. Recreational uses involving multiple participants would typically generate the highest noise levels. Activities resulting in impact noise events, such as tennis and pickleball courts, can also

generate relatively high noise levels that can result in increased levels of annoyance to occupants of nearby residential dwellings.

Predicted average-hourly and maximum intermittent noise levels associated with the proposed on-site recreational activities are summarized in **Table 3.11-10** and **Table 3.11-11**, respectively. As indicated, operational noise levels associated with the proposed tennis courts, volleyball courts, and bocce ball courts would not be projected to exceed the County's noise standards at the nearest on- or off-site receptors. However, operational noise levels associated with the proposed pickleball courts and the outdoor swimming pool, which are located adjacent to and north of Rincon Way, would be projected to exceed the County's average-hourly and maximum intermittent noise standards at nearby receptors, particularly during the more noise-sensitive evening and nighttime hours. As a result, noise generated by these proposed on-site recreational uses would be considered **potentially significant**.

On-site non-transportation noise sources, including the proposed sewer lift stations (one proposed and one optional), agricultural activities, automotive and tractor repair barns, property maintenance activities, building equipment, and recreational uses (i.e., pickleball courts and outdoor swimming pool) would result in predicted noise levels in excess of County noise standards. Due to decreases in ambient noise levels during the quieter nighttime hours, activities occurring during the more noise-sensitive nighttime hours (i.e., 10 p.m. to 7 a.m.) would have a higher potential for increased levels of annoyance and potential sleep disruption to occupants of nearby on- and off-site residential dwelling units. Noise impacts associated with these on-site sources would be considered to have a **potentially significant** impact.

TABLE 3.11-10
SUMMARY OF PREDICTED NON-TRANSPORTATION AVERAGE-HOURLY NOISE LEVELS AT OFF-SITE AND ON-SITE NOISE-SENSITIVE RECEPTORS

Source	Predicted Exterior Noise Levels at the Property Line of the Nearest Existing Off-Site Residence (dBA)[1]					Predicted Exterior Noise Levels at the Nearest Proposed On-Site Noise-Sensitive Receptor (dBA)[1,2]				
	Distance from Source to Receptor (feet)	Average Hourly (L_{eq})	Equals or Exceeds County Noise Standard?			Distance from Source to Receptor (feet)	Average Hourly (L_{eq})	Equals or Exceeds County Noise Standard?		
			Day (55 dB)	Evening (50 dB)	Night (40 dB)			Day (55 dB)	Evening (50 dB)	Night (40 dB)
Sewer Lift Station #1 (North)	120	**60**	**Yes**	**Yes**	**Yes**	1,300	**40**	No	No	**Yes**
Optional Sewer Lift Station #2 (South)	1,080	41	No	No	**Yes**	195	**56**	**Yes**	**Yes**	**Yes**
On-Site Agricultural Activities	480	**52**	No	**Yes**	**Yes**	270	**57**	**Yes**	**Yes**	**Yes**
Auto/Tractor Repair Barns	540	47	No	No	**Yes**	75	**64**	**Yes**	**Yes**	**Yes**
Property Maintenance	100	**66**	**Yes**	**Yes**	**Yes**	50	**72**	**Yes**	**Yes**	**Yes**
Building Equipment	165	**50**	No	**Yes**	**Yes**	50	**61**	**Yes**	**Yes**	**Yes**
Tennis Courts	150	32	No	No	No	120	33	No	No	No
Volleyball Courts	1,100	10	No	No	No	720	14	No	No	No
Bocce Ball Courts	180	24	No	No	No	75	31	No	No	No
Pickleball Courts	225	**46**	No	No	**Yes**	75	**56**	**Yes**	**Yes**	**Yes**
Outdoor Swimming Pool	270	37	No	No	No	30	**54**	No	**Yes**	**Yes**

Source: Ambient 2011
The County's noise standards are applied only on properties containing a noise-sensitive land use, such as residential dwellings, and may be applied anywhere on the property or at the property boundary. To be conservative, predicted noise levels at existing off-site receptors were calculated based on the distance from the source center to the nearest receptor property line, based on to the proposed site plan and aerial photo interpretation. Predicted noise levels do not include shielding from intervening terrain or non-source structures.
Predicted noise levels at on-site receptors are based on distance from source center to the nearest building structure. Predicted noise levels do not include shielding from intervening terrain or non-source structures.
*Predicted noise levels that exceed corresponding noise thresholds are depicted in **bold** font.*
*Refer to **Appendix 3.11-A** for modeling assumptions and results.*

TABLE 3.11-11
SUMMARY OF PREDICTED NON-TRANSPORTATION MAXIMUM INTERMITTENT NOISE LEVELS AT OFF-SITE AND ON-SITE NOISE-SENSITIVE RECEPTORS

Source	Predicted Exterior Noise Levels at the Property Line of the Nearest Existing Residence (dBA)[1]					Predicted Exterior Noise Levels at the Nearest On-Site Noise-Sensitive Receptor (dBA)[1,2]				
	Distance from Source to Receptor (feet)	Maximum Noise Level (L_{max})	Equals or Exceeds County Noise Standard?			Distance from Source to Receptor (feet)	Maximum Noise Level (L_{max})	Equals or Exceeds County Noise Standard?		
			Day (75 dB)	Evening (65 dB)	Night (55 dB)			Day (75 dB)	Evening (65 dB)	Night (55 dB)
Sewer Lift Station #1 (North)	120	**62**	No	No	**Yes**	1,300	42	No	No	No
Sewer Lift Station #2 (South)	1,080	43	No	No	No	195	**58**	No	No	**Yes**
On-Site Agricultural Activities	480	**60**	No	No	**Yes**	270	**65**	No	**Yes**	**Yes**
Auto/Tractor Repair Barns	540	49	No	No	No	75	**66**	No	**Yes**	**Yes**
Property Maintenance	100	**80**	**Yes**	**Yes**	**Yes**	50	**86**	**Yes**	**Yes**	**Yes**
Building Mechanical Equipment	165	**55**	No	No	**Yes**	50	**65**	No	No	**Yes**
Tennis Courts	150	41	No	No	No	120	42	No	No	No
Volleyball Courts	1,100	24	No	No	No	720	27	No	No	No
Bocce Ball Courts	180	44	No	No	No	75	52	No	No	No
Pickleball Courts	225	53	No	No	No	75	**63**	No	No	**Yes**
Swimming Pool (Outdoor)	270	36	No	No	No	30	**55**	No	No	**Yes**

Source: Ambient 2011
The County's noise standards are applied only on properties containing a noise-sensitive land use, such as residential dwellings, and may be applied anywhere on the property or at the property boundary. To be conservative, predicted noise levels at existing off-site receptors were calculated based on the distance from the source center to the nearest receptor property line, based on to the proposed site plan and aerial photo interpretation. Predicted noise levels do not include shielding from intervening terrain or non-source structures.
Predicted noise levels at on-site receptors are based on distance from source center to the nearest building structure. Predicted noise levels do not include shielding from intervening terrain or non-source structures.
*Predicted noise levels that exceed corresponding noise thresholds are depicted in **bold** font.*
Refer to Appendix 3.11-A for modeling assumptions and results.

Mitigation Measures

MM 3.11.3 The following mitigation measures shall be implemented and specified on all construction contracts:

Sewer Lift Stations

a. The proposed sewer lift station, and optional station if needed, shall be designed so that operation noise levels at nearby noise-sensitive receptors would not exceed applicable Nevada County noise standards (refer to **Table 3.11-5**). Typical design measures may include, but are not limited to, selection of low-noise-generating equipment, incorporation of equipment shielding and enclosures, and use of sound-rated doors and vents.

On-Site Agricultural Activities

b. On-site agricultural activities using noise-generating equipment shall be limited to the daytime hours of 7 a.m. to 7 p.m.

Auto/Tractor Repair Barns

c. Use of the auto/tractor repair barns shall be subject to the following conditions:

   1. Noise-generating activities/equipment repair shall be conducted within the barn.

   2. All doors and windows shall be closed when noise-generating activities are conducted.

   3. Signage specifying the above conditions shall be posted at building entrances.

d. Stationary equipment (i.e., air compressors, generators, etc.) shall be designed and installed so that operational noise levels at nearby noise-sensitive land uses would not exceed applicable Nevada County noise standards of 55 dBA L_{eq} during the daytime hours of 7 a.m. to 7 p.m., in accordance with Nevada County noise standards (refer to **Table 3.11-5**). Typical design measures may include, but are not limited to, the selection of low-noise-generating equipment, incorporation of equipment shielding, and locating equipment indoors and/or within enclosures.

e. Main building entrances/overhead doors shall be shielded from direct line of sight of proposed on-site dwelling units located within 250 feet of the repair barns.

Property Maintenance

f. Landscape maintenance activities using noise-generating equipment shall be limited to the daytime hours of 7 a.m. to 7 p.m.

g. Building equipment and material loading/unloading areas shall be designed so that operation noise levels at nearby noise-sensitive receptors

would not exceed applicable Nevada County noise standards (refer to **Table 3.11-5**). Typical design measures may include, but are not limited to, selection of low-noise-generating equipment, incorporation of equipment shielding and enclosures, use of sound-rated doors and vents, and incorporation of sound barriers/building parapets to interrupt line of sight between the source and nearby receptors.

Building Mechanical Equipment

h. Building equipment shall be designed and installed so that operational noise levels at nearby noise-sensitive land uses would not exceed applicable Nevada County noise standards (refer to **Table 3.11-5**). Typical design measures may include, but are not limited to, selection of low-noise-generating equipment, incorporation of equipment shielding, and locating equipment indoors and/or within enclosures. Building parapets shall be incorporated, where necessary, to shield roof-mounted equipment from direct line of sight of nearby noise-sensitive receptors. No mitigation will be required if the project applicant provides a noise analysis of the final design demonstrating compliance with County noise standards.

Recreational Uses

i. Team use of recreational areas shall be prohibited during the more noise-sensitive nighttime hours of 10 p.m. to 7 a.m.

j. Pickleball courts shall be located no closer than 250 feet from existing adjacent residential properties or on-site residential units, or shielding (e.g., noise curtains/blankets or barriers) shall be installed at the court perimeter sufficient to shield noise-sensitive receptors located within 250 feet of the courts. Noise curtains or barriers shall be installed/constructed to a minimum height of 6 feet above ground level with no visible air gaps between construction materials or at the base of the structure. No mitigation will be required if the project applicant provides a noise analysis of the final design demonstrating compliance with County noise standards.

k. Swimming pool equipment (e.g., pumps, heaters, and blower units) shall be designed and installed so that equipment operational noise levels at nearby noise-sensitive land uses would not exceed applicable Nevada County noise standards (refer to **Table 3.11-5**). Typical design measures may include, but are not limited to, selection of low-noise-generating equipment, incorporation of equipment shielding, and locating equipment indoors and/or within enclosures.

Proposed Dwelling Units

l. Proposed on-site dwelling units shall be equipped with fresh air supply systems or air conditioning systems to allow windows to remain closed during inclement weather conditions so that acceptable interior noise levels can be maintained.

m. Outdoor activity areas or residential dwellings located within 175 feet of pickleball courts and the outdoor swimming pool, 350 feet of proposed on-site agricultural farming/orchard areas, and within 250 feet of the proposed auto/tractor repair barns shall be shielded from direct line of sight of these noise sources, to be measured at a height of 5 feet above ground level. These distances represent the area of potential impact within which noise levels from these sources are projected to potentially exceed the County's noise standards. No mitigation will be required if the project applicant provides a noise analysis of the final design demonstrating compliance with County noise standards.

n. On-site dwelling units located within 175 feet of pickleball courts and the outdoor swimming pool, 350 feet of proposed on-site agricultural farming/orchard areas, and within 250 feet of the proposed auto/tractor repair barns shall be provided written notification of potential exposure to nuisances noise associated with the operation of these nearby uses prior to purchase/occupancy. These distances represent the area of potential impact within which noise levels from these sources are projected to potentially exceed the County's noise standards. No mitigation will be required if the project applicant provides a noise analysis of the final design demonstrating compliance with County noise standards.

Timing/Implementation: *Prior to construction and during operation*

Enforcement/Monitoring: *Nevada County Planning Department*

With mitigation, major noise-generating sources, including the proposed sewer pump stations (one proposed and one optional), automotive and tractor repair barns, and building equipment, would be designed to ensure compliance with County noise standards. Additional measures have been included to reduce the potential for increased levels of annoyance and sleep disruption to nearby noise-sensitive receptors, including restrictions on the hours of operation for on-site recreational uses, maintenance activities, and agricultural activities. Proposed residential dwelling units would also be required to comply with California Title 24 noise insulation standards of 45 dBA CNEL for habitable rooms. Additional mitigation is included that would require the outdoor activity areas of primarily impacted on-site dwelling units to be shielded from direct line of sight of nearby noise sources and that advance notification be provided to occupants of these residences to inform them of potential exposure to nuisance noise from these nearby sources. This would include residential dwelling units located near the proposed pickleball courts, outdoor swimming pool, farm fields and orchards, and auto/tractor repair barns. With mitigation, operational noise levels would be reduced to a **less than significant** level.

Exposure to Groundborne Vibration (Standard of Significance 2)

Impact 3.11.4 Groundborne vibration levels associated with construction activities would not be projected to exceed applicable groundborne vibration criteria at nearby land uses. This impact would be **less than significant.**

Ground vibration spreads through the ground and diminishes in strength with distance. The effects of ground vibration can vary from no perceptible effects at the lowest levels, low rumbling sounds and detectable vibrations at moderate levels, and slight damage to nearby structures at the highest levels. At the highest levels of vibration, damage to structures is primarily architectural (e.g., loosening and cracking of plaster or stucco coatings) and rarely results in structural damage. For most structures, a peak particle velocity (ppv) threshold of 0.5 inches per

second (in/sec) is sufficient to avoid structure damage, with the exception of fragile historic structures or ruins. For the protection of fragile, historic, and residential structures, the California Department of Transportation recommends a more conservative threshold of 0.2 inches per second ppv. This same threshold would represent the level at which vibrations would be potentially annoying to people in buildings (FTA 2006; Caltrans 2002b).

Operational activities associated with the proposed project would not involve the use of any equipment or processes that would result in potentially significant levels of ground vibration. Increases in groundborne vibration levels attributable to the proposed project would be primarily associated with short-term construction-related activities. Groundborne vibration levels associated with construction equipment are summarized in **Table 3.11-12.**

TABLE 3.11-12
REPRESENTATIVE CONSTRUCTION EQUIPMENT VIBRATION LEVELS

Equipment	Peak Particle Velocity at 25 Feet (in/sec ppv)
Large Tractors	0.089
Caisson Drilling	0.089
Loaded Trucks	0.076
Jackhammer	0.035
Small Tractors	0.003

Source: Caltrans 2004; FTA 2006

Construction activities associated with the proposed project would not be anticipated to require the use of pile drivers. Based on the vibration levels presented in **Table 3.11-12**, ground vibration generated by typical off-road construction equipment, such as tractors, trucks, and tractors, would be less than 0.09 inches per second ppv at 25 feet and would not pose a significant risk to nearby structures or occupants. As a result, this impact would be considered **less than significant**.

Mitigation Measures

None required.

Compatibility of Proposed Land Uses with Projected Future Noise Levels (Standards of Significance 1 and 3)

Impact 3.11.5 Projected on-site noise levels at proposed on-site land uses would not exceed the County's normally acceptable noise exposure standards for land use compatibility. As a result, this impact is considered **less than significant.**

The compatibility of proposed land uses is evaluated based on a comparison of predicted future cumulative traffic noise levels at the site to the County's General Plan exterior noise standards (**Figure 3.11-3**). According to the County's General Plan noise standards for land use compatibility, residential land uses and convalescent care facilities are considered normally acceptable within exterior noise environments up to 60 dBA CNEL/L_{dn}.

As noted earlier in this report, noise levels within the project area are predominantly influenced by vehicle traffic noise emanating from State Route 49. To a lesser extent, noise generated by

vehicle traffic on Rincon Way would also contribute to the projected future noise environment. Predicted future cumulative transportation noise levels for these sources, with implementation of the proposed project, were calculated using the FHWA Highway Traffic Noise Prediction Model (FHWA RD77-108), based on CALVENO noise emission factors and traffic data obtained from the traffic analysis prepared for this project. Based on the modeling conducted, which includes all future traffic on SR 49 and not just traffic generated by the project, the projected future 60 dBA noise contour for State Route 49 would extend approximately 831 feet from the roadway centerline. The projected future 60 dBA noise contour for Rincon Way would not extend beyond the roadway right-of-way. The project site would not be located within the projected 60 dBA CNEL/L_{dn} contours of these roadways. Predicted future on-site noise levels would not be projected to exceed the County's normally acceptable noise standard of 60 dBA CNEL/L_{dn} at proposed onsite land uses. As a result, this impact would be considered **less than significant**.

Mitigation Measures

None required.

3.11.4 CUMULATIVE SETTING, IMPACTS, AND MITIGATION MEASURES

The geographic extent of the cumulative setting for noise consists of the project area and the surrounding areas within Nevada County. Cumulative development conditions would result in increased cumulative roadway noise levels and would also result in increased noise associated with future development. As noted earlier in this report, ambient noise levels in the project area are influenced primarily by traffic noise emanating from area roadways, particularly State Route 49 and Rincon Way. No major stationary sources of noise have been identified in the project area. The primary factor for cumulative noise impact analysis is therefore the consideration of future traffic noise levels.

CUMULATIVE IMPACTS AND MITIGATION MEASURES

Contribution to Cumulative Noise Levels

Impact 3.11.6 Implementation of the proposed project, including the proposed General Plan and Zoning Ordinance text amendments, would not result in a substantial contribution to cumulative noise levels. This impact would be considered **less than cumulatively considerable.**

Proposed CCRC Development

The project's contribution to the cumulative traffic noise levels along area roadways was determined by comparing the predicted noise levels with and without project-generated traffic. Predicted increases in future cumulative traffic noise levels along primarily affected roadways are depicted in **Table 3.11-13**.

TABLE 3.11-13
PREDICTED INCREASES IN TRAFFIC NOISE LEVELS
FUTURE CUMULATIVE CONDITIONS

Roadway	CNEL/L_{dn} at 50 Feet from Near-Travel-Lane Centerline[1]		Predicted Increase	Substantial Increase?[2]
	Without Project	With Project		
Highway 49	76.06	76.12	0.06	*No*
Rincon Way	44.52	48.73	4.21	*No*

Source: Ambient 2011
Traffic noise levels were calculated using the FHWA roadway noise prediction model.
Substantial increases defined as an increase of 5.0, or greater, where noise levels are less than the County's normally acceptable minimum noise level of 60 dBA CNEL/L_{dn}; 3 dBA, or greater, where noise levels range from 60 to 65 dBA CNEL; and 1.5 dB, or greater, where the noise level exceeds 65 dBA CNE,L without the proposed project.

As depicted, implementation of the proposed project would result in predicted increases of 0.06 dBA along nearby segments of State Route 49 and approximately to 4.21 dBA along Rincon Way. While the proposed project will increase traffic and associated noise along these two roadways, the increase does not represent a significant contribution to traffic noise levels and this impact is considered **less than cumulatively considerable**.

General Plan and Zoning Ordinance Text Amendments

As discussed in further detail in Section 4.0, Cumulative Impacts Summary, the proposed General Plan and Zoning Ordinance text amendments are policy actions that would not directly result in increased noise in the cumulative setting. Although CCRCs would be permitted in either a PD (Planned Development) or SDA (Special Development Area) land use designation with approval of a zone change after implementation of the proposed project, such rezoning applications would be subject to further CEQA analysis of project-specific impacts (proposed Zoning Ordinance amendment Section L.II 2.7.11(C)(4)), including noise impacts. At a programmatic level, the environmental impacts associated with development of all PD and SDA designated areas in the county were analyzed in the Nevada County General Plan Environmental Impact Report, Volume I, SCH #1995102136 (1995). Future site-specific CEQA analysis would result in project-specific mitigation to address impacts. Therefore, cumulative noise impacts associated with the proposed General Plan and Zoning Ordinance text amendments are considered **less than cumulatively considerable**.

Mitigation Measures

None required.

REFERENCES

Ambient Air Quality & Noise Consulting. 2011. *Noise & Groundborne Vibration Impact Assessment for the Proposed Rincon del Rio, Nevada County, CA.*

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Noise Pollution and Arterial Hypertension

Thomas Münzel[1] and Mette Sørensen[2] LINK

Abstract

Noise exposure modifies the function of multiple organs and systems. Acute noise exposure — both in laboratory settings where traffic noise is simulated and in real-life working environments — can cause increases in blood pressure, heart rate and cardiac output. This review examines the effects of noise pollution on the cardiovascular system, with a particular focus on non-auditory effects such as noise-induced arterial hypertension.

Keywords: Transportation noise, vascular function, hypertension

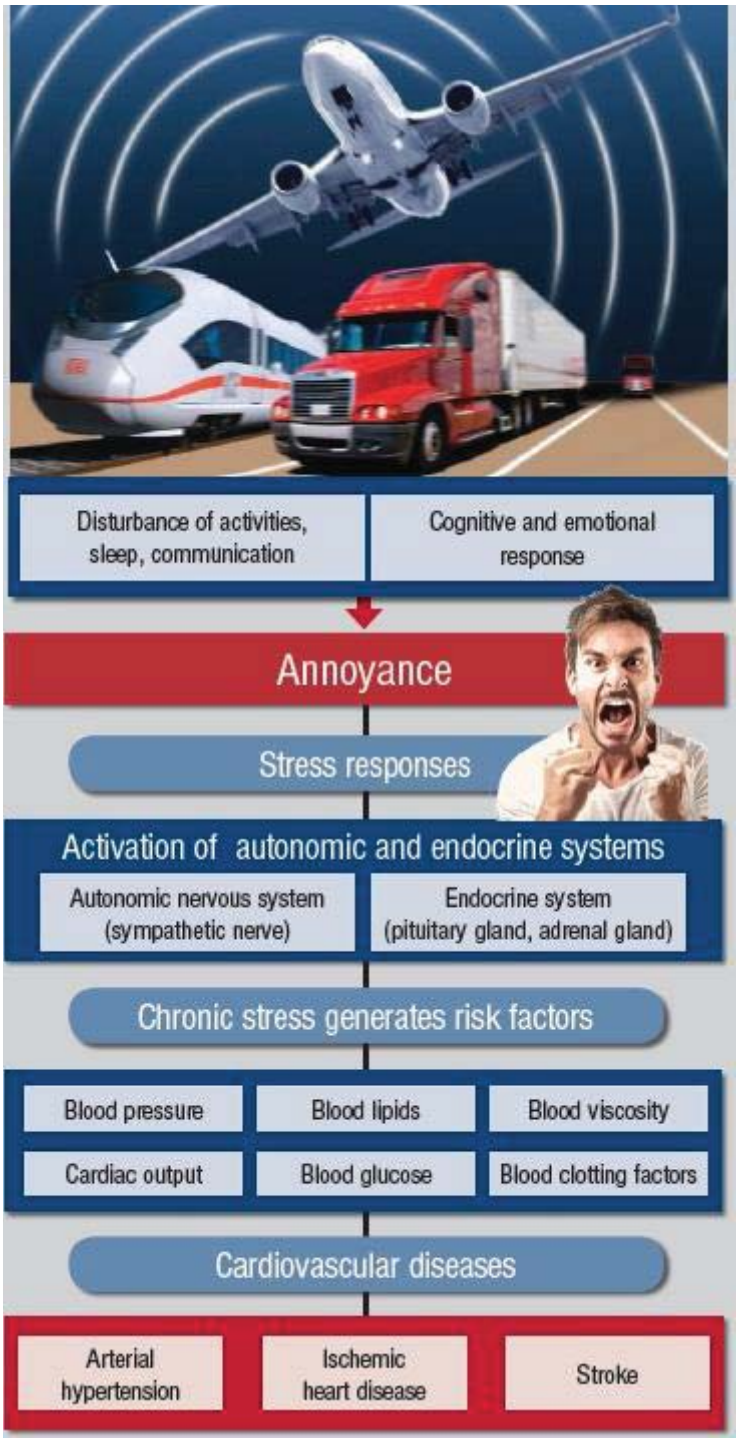
The health burden of environmental noise has recently been quantified in a report of the WHO in terms of disability-adjusted life years (DALYs; i.e., the number of years lost because of disability or death — a measure that combines both morbidity and mortality). The WHO estimates that — in western Europeans — each year 45,000 DALYs are lost because of noise-induced cognitive impairment in children, 903,000 because of noise-induced sleep disturbance, 61,000 because of noise-induced cardiovascular disease, and 22,000 because of tinnitus. Additionally, while not being a disease *per se*, noise-induced annoyance decreases quality-of-life and thus also causes disability, quantified as 654,000 DALYs lost in the western European population.[1]

Go to:

Pathophysiology of Noise-induced Increases in Blood Pressure

According to the noise reaction scheme by Babisch, noise may induce damage through a direct pathway — for instance by causing hearing loss — and indirect pathways, reflecting disturbances of sleep, communication and daily activities, with or without noise-induced annoyance (see *Figure 1*).[2] Chronic annoyance causes stress characterised by increased levels of stress hormones such as cortisol and catecholamines. Chronic stress may in turn cause a number of pathophysiological adaptations, such as increased blood pressure, increases in heart rate and cardiac output, increases in blood lipids (cholesterol, triglycerides, free fatty acids, phosphatides) and carbohydrates (glucose) as well as the activation of blood coagulation.[3] This may ultimately manifest as cardiovascular diseases such as arterial hypertension, coronary artery disease and stroke (see *Figure 1*).

Figure 1:



Noise Affects Vascular Function

Two recently published field studies examined the effect of nocturnal aircraft noise exposure played-back with loudspeakers in subjects' bedrooms. It was shown to dose-dependently affect parameters of vascular (endothelial) function in healthy subjects and in patients with established

coronary artery disease, including endothelial function as measured by flow-dependent dilation of the brachial artery.[4,5]

Although these studies were limited to single-night exposures, a priming effect of noise was detected, i.e. the adverse effects of noise on vascular function were clearly more pronounced if the subject had previously been exposed to noise.[5] Thus, in response to repeated exposure, the vessel appears to be unable to develop a form of accommodation, and is somewhat sensitised to noise-induced vascular damage.[5] As expected, the deterioration in endothelial function was paralleled by increased catecholamine production and impaired sleep quality.[5] In subjects with established coronary artery disease, there was also a significant increase in blood pressure.[4] Interestingly, in these studies of patients with coronary artery disease, there was no correlation between annoyance reactions and the degree of deterioration of vascular function in response to noise, suggesting that noise *per se* adversely affects vascular function, whether the person is getting annoyed or not.[4]

Many epidemiological studies indicate that nocturnal noise exposure may be more relevant for cardiovascular health than daytime noise exposure. For aircraft noise, the Hypertension and Exposure to Noise near Airports (HYENA) study found no significant association for daytime noise, but a significant increase in blood pressure with increases in nighttime noise.[6] Furthermore, a recent Swiss study showed an adverse effect of railway noise on blood pressure, which was more strongly associated with nighttime exposure.[7] Compatible with this evidence, it has been demonstrated that road traffic noise exposure has a larger impact in those who sleep with open windows or whose bedroom faces the road.[8] A sustained decrease in blood pressure during the night (so-called ‘dipping’) seems to be important for resetting the cardiovascular system and for long-term cardiovascular health.[9] Repeated nocturnal autonomic arousals may prevent blood pressure dipping and contribute to the risk for developing hypertension in those exposed to relevant levels of environmental noise for prolonged periods of time.[10,11] In line with this, it has been reported that the risk of developing hypertension is higher in subjects sleeping with open windows during the night, whereas people sleeping in houses with sound insulation or where the bedroom does not face the main road have lower risk.[12]

The Night Noise Guidelines for Europe published by the WHO in 2009 constitute an expert consensus correlating four noise exposure ranges to negative health outcomes ranging from ‘no substantial biological effects’ to ‘increased risk of cardiovascular disease’.[13] The WHO considers average nocturnal noise levels of equivalent A-weighted noise outside (L_{Aeq}) of 55 dB as the interim goal when the recommended guideline value of 40 dB is not feasible in the short term for the prevention of noise-induced health effects.

In sum, nocturnal noise has been shown to affect both autonomic regulation, with increases in heart rate mediated by sympathetic activation and/or parasympathetic withdrawal[10,14,15] and with increases in blood pressure.[16] Furthermore, nocturnal noise has been shown to directly affect vascular function through the induction of endothelial dysfunction. Importantly, both endothelial dysfunction and reduced heart rate variability have been demonstrated to have prognostic value in patients with peripheral artery disease, arterial hypertension, and patients with an acute coronary syndrome or chronic stable coronary artery disease.[17–19] Taken together, these observations are compatible with the observation of an increased incidence of

arterial hypertension and subsequent myocardial infarction and stroke in subjects with long-term exposure to relevant noise levels.

It should also be noted that residential exposure to road traffic noise correlates with exposure to ambient air pollution — another environmental pollutant suspected of increasing the risk for hypertension. The suggested pathophysiological pathway behind an effect of air pollution on cardiovascular disease shares some characteristics with the mechanisms proposed for noise, including effects on the immune system, endothelial dysfunction and changed levels of blood lipids.[20] It is possible, therefore, that these two environmental pollutants can act together to increase the risk for hypertension, which needs to be addressed in future studies.

Go to:

Epidemiological Studies: Noise and Arterial Hypertension

Studies on chronic exposure to road traffic and/or railway or aircraft noise have reported a relationship with elevated blood pressure, arterial hypertension or the use of antihypertensive medications. These studies indicate that environmental noise may carry a considerable health burden with important medical and economic implications. A recent report from the European Environment Agency concluded that in Europe, more than 900,000 cases of hypertension are caused by environmental noise each year.[21]

Road Traffic Noise, Blood Pressure and Hypertension

A 2012 meta-analysis of 24 cross-sectional studies on the relationship between road traffic noise and the prevalence of hypertension among adults reported an OR of 1.07 (95 % CI [1.02–1.12]) per 10 dB increase in the 16-hours daytime average road traffic noise level (L_{Aeq16h}) in the range <50 to >75 dB.[22] A certain degree of heterogeneity among studies was detected with respect to age, gender, the way the exposure was assessed, the noise reference level used, and the duration of the exposure. For example, in the large HYENA study, road traffic noise was linked to hypertension in men but not women,[6] and in a Dutch study road traffic noise was significantly associated with hypertension only among people aged 45–55 years.[23] Later studies have confirmed the association between road traffic noise and prevalence of hypertension. A large Danish cohort study found a significantly higher systolic blood pressure per 10 dB increase in road traffic noise in middle-aged subjects, with stronger and significant associations in men and older subjects.[24] No associations were found between road traffic noise and diastolic blood pressure. Similarly, a Spanish cohort study also found road traffic noise to be associated with systolic blood pressure as well as prevalent hypertension.[25] In this study, exposure to nighttime noise was estimated outdoors as well as indoors, using information about the bedroom's orientation and indoor insulation. As expected, indoor nighttime noise levels were more consistently associated with systolic blood pressure and hypertension when compared with the outdoor levels. A major concern in studies of road traffic noise is potential confounding from air pollution. In the Spanish study, exposure to especially indoor traffic noise was associated with systolic blood pressure and hypertension independently of estimated exposure to air pollution, probably reflecting that indoor levels of road traffic noise and air pollution are less correlated than outdoor levels.[25]

The association between transportation noise and blood pressure in children has also been investigated. A recent meta-analysis examined 13 studies comprising 8,770 children that addressed the relationship between road traffic noise and blood pressure in kindergarten and school children.[26] The authors reported that a 5 dB rise in road traffic noise at kindergarten/school was associated with a 0.48 mmHg higher systolic blood pressure (95 % CI [−0.87–1.83]) and a 0.22 mmHg higher diastolic blood pressure (95 % CI [−0.64–1.07]). However, there was high heterogeneity in the study, and further well-designed studies are needed to further assess this association.

All these studies, both in children and adults, are of cross-sectional design, which prevents conclusions on causality and chronological order of events. Only one study has addressed the association between road traffic and railway noise and hypertension using a longitudinal design.[24] This study found no association between long-term exposure to road traffic noise and risk of hypertension, whereas for railway noise the results indicated an association. However, this study was based on self-reported information on hypertension, which probably leads to underestimation of the actual number of subjects with hypertension, and longitudinal studies based on repeated blood pressure measurements are needed.

The effect of transportation noise on hypertension during pregnancy has also been examined. A recent Danish study found road traffic noise to be associated with hypertension among pregnant women.[27] Based on a birth cohort including almost 73,000 pregnant women with singleton pregnancies,[27] a 10 dB higher exposure to residential road traffic noise during the first trimester was associated with a higher risk of preeclampsia (OR 1.10; 95 % CI [1.02–1.18]) and pregnancy-induced hypertensive disorders (OR 1.08; 95 % CI [1.02–1.15]). Adjustment for air pollution lowered the estimates slightly (OR 1.08; 95 % CI [0.98–1.17] for preeclampsia and OR 1.06; 95 % CI [0.98–1.14] for all subtypes of hypertensive disorders during pregnancy). The results are comparable with results from a small Lithuanian study of approximately 3,000 women, which reported a non-significant association between road traffic noise and gestational hypertension.[28] Although these two studies indicate that transportation noise may be a risk factor for hypertension during pregnancy, more studies addressing this end-point are warranted.

Aircraft Noise and Arterial Hypertension

An increased prevalence of arterial hypertension in the vicinity of Stockholm airport was reported in 2001.[29] With respect to the early stages of hypertension, a time-series study in the area surrounding Frankfurt Airport showed that, even in the physiological blood pressure range, a relationship existed between aircraft noise and early-morning blood pressure.[30] In this study, two groups exposed to nighttime outdoor aircraft noise of 50 dB(A) were followed over a period of three months. The ‘western group’ were exposed for 75 % of the time, and the ‘eastern group’ for 25 % of the time. The evaluation of ~8,000 blood pressure measurements from 53 individuals showed a statistically significant 10 mmHg higher morning systolic blood pressure and an 8 mmHg higher diastolic blood pressure for the western group compared with the less exposed eastern group.

One of the largest and most comprehensive studies on aircraft noise and hypertension is the HYENA study, based on almost 5,000 participants from six European countries.[6] In this study,

an exposure-response relationship was found, showing that for every 10 dB increase in nighttime aircraft noise (L_{night}) the prevalence of hypertension increased by 14 % (95 % CI [1.01–1.29]; p=0.031). In contrast, no effect was found for daytime aircraft noise exposure (L_{Aeq}: OR 0.93; 95 % CI [0.83–1.04]; p=0.19). Results from the HYENA study also suggest an effect of aircraft noise on the use of antihypertensive medication, but this effect did not hold for all participating study centers.[31]

Data from the European Union-funded Road Traffic and Aircraft Noise Exposure and Children's Cognition and Health study reported an association between both daytime and nocturnal noise exposure at home and blood pressure values in children aged 9–10 years living near Schiphol (Amsterdam) or Heathrow (London).[32] A 2009 meta-analysis of four cross-sectional studies and one cohort study on the relationship between aircraft traffic noise and the prevalence of hypertension reported an OR of 1.13 (95 % CI [1.00–1.28]; p<0.001) per 10 dB increase of the day-night weighted noise level (L_{DEN}) in the range <55 to >65 dB.[33] This picture has been confirmed in later studies, such as a recent French study that found that 10 dB higher nighttime aircraft noise was associated with a 34 % higher prevalence of hypertension in men (95 % CI [1.00–1.97]).[34]

Only one study has investigated the association between aircraft noise and hypertension using a longitudinal approach.[35] This study is based on a cohort of almost 5,000 participants with repeated blood pressure measurements and living around Stockholm Arlanda airport. The authors reported that a 5 dB increase in long-term exposure to aircraft noise was associated with an 8 % increased risk for developing hypertension among men. After exclusion of the ~30 % that smoked or used snuff during or directly preceding the blood pressure measurements, this estimate increased to 21 % per 5 dB (95 % CI [1.05–1.39]). In contrast, the study indicated no association between aircraft noise and hypertension among women. The study, however, included only few subjects exposed to high levels of aircraft noise (≥60 dB), and larger prospective studies are needed in this area.

Go to:

Conclusion

The existing literature of both mechanistic and epidemiological design strongly points towards a relationship between exposure to transportation noise and elevated blood pressure. The consequence is that noise *per se* as an environmental stressor should be considered as a novel cardiovascular risk factor. This calls for prevention strategies, as around one third of the European population is exposed to transportation levels exceeding 55 dB; a number that is rising.[21]

Gmail

Bernie DePaul <bernde22@gmail.com>

Fwd: Punta Gorda Pickleball Noise Impact Letter

1 message

William (Will) D. Thornton <will@thorntonav.com> Mon, May 8, 2017 at 11:26 AM
To: Bernie DePaul <bernde22@gmail.com>

——— Forwarded message ———
From: **William (Will) D. Thornton** <will@thorntonav.com>
Date: Mon, Mar 20, 2017 at 2:21 PM
Subject: Punta Gorda Pickleball Noise Impact Letter
To: Hal@wotitzkymediation.com

Hal,

Attached please find my letter summarizing the pickleball noise study and my findings.

I have also included an audio demonstration to contrast the typical ambient community noise levels with the noise levels generated by pickleball. This file is a recording of ambient community noise and pickleball noise collected at the same time in two different locations. The ambient sound is recorded at the residential property line on the Northeast corner of Gill Street and W Retta Esplanade and the pickleball noise is recorded on the property of Bernie DePaul. These recordings were made simultaneously and the only difference between the two is the Pickleball noise (same weather/wind, neighborhood and relative location to W Retta etc.). The files have been spliced together to facilitate listening and the ambient is approximately the first 15 seconds and the pickleball is the remaining duration, the transition is obvious. When listening do not adjust the volume between segments as they have been recorded with the same gain and listening to the full recording at constant volume will produce the correct subjective experience.

Please contact me with any questions.

Best Regards,
Will

–
William (Will) D. Thornton

Thornton Acoustics & Vibrations
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–
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March 20, 2017

Hal Wotitzky, Esq.
Wotitzky Mediation
407 E. Marion Avenue, Suite 103
Punta Gorda, FL 33950

Dear Attorney Wotitzky:

Thornton Acoustics & Vibrations (TAV) performed a noise impact study in the historic Punta Gorda (FL) neighborhood from March 2-5, 2017. This correspondence summarizes the DePaul-Pickleball noise impact study methodology and my preliminary findings. The purpose of this study was to measure, record, analyze and assess the noise impact created by the Pickleball courts located in Gilchrist Park. The study was designed to quantify the human noise impact relative to scientifically accepted standards and guidelines and to establish a noise basis for a civil nuisance and diminished enjoyment and use of the real property located near Gilchrist Park and subsequent diminution in property value.

Noise monitoring was performed at various locations along the South side of W. Retta Esplanade on the property owned by DePaul and his two adjacent neighbors (Northeast of DePaul). A permanent reference monitor (for the duration of the study) was located on the Northeast corner of the DePaul residence veranda and this monitor recorded continuously for the study duration. Additional monitoring was performed at locations along W. Retta Esplanade located further from Gilchrist Park and sufficiently removed from the pickleball noise to serve as representative locations at which to monitor the community ambient noise levels (in the absence of pickleball noise emissions). The study area along W Retta Esplanade, between Chasteen and Gill Streets, is shown in Figure 1. The noise monitoring was performed with Bruel

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& Kjaer Precision (Type I) sound level meter/ frequency analyzers (type 2250 and type 2270). All measurements adhered to accepted best practices and standards.



Figure 1 Pickleball noise impact study area aerial view.

The noise emitted by pickleball activities is created when the pickleball is struck with a paddle. During each impact an impulse noise is emitted (a loud, short duration noise event). This impulse noise generated by pickleball also has a specific frequency content (subjectively perceived by the human auditory system as pitch). The frequency content emitted by pickleball is concentrated over a range of roughly 500 to 2000 Hertz (Hz) which corresponds to the most sensitive range of the human auditory system (frequencies at which human hearing is most sensitive). The impulsive nature of the noise combined with the specific frequency

content/pitch produce a noise that is highly annoying and disruptive to humans (as we are more sensitive to impulse noise than steady state noise). Note that as the offensive noise is generated by a paddle strike, even a single game of pickleball generates disruptive noise. Multiple games of pickleball occurring simultaneously do not increase the noise level, just the frequency with which the noise occurs.

I have completed my initial analysis of the study data and I am submitting this letter to summarize my key findings. My key findings regarding the noise emitted by Gilchrist Park Pickleball court activities are as follows:

1. The Pickleball noise exceeds the limits set forth in objective, science-based community noise ordinances as promulgated by communities similar to Punta Gorda.
2. The Pickleball noise exceeds accepted US and International standards and guidelines (such as those produced by the United States Environmental Protection Agency (US EPA), World Health Organization (WHO) etc.) for community and environmental noise emissions/levels.
3. 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.
4. 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.
5. 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.

The noise emitted by pickleball in Gilchrist Park creates a serious community and human noise impact that adversely affects the residents living near the park such that they cannot reasonably enjoy the use of their property. The noise is sufficiently loud that it not only impacts their outdoor property, but it propagates into the surrounding homes affecting the residents even indoors. The pickleball noise is excessive relative to a number of objective science based limits and standards. As no effective means of controlling the noise or limiting usage to control noise exist, the only practical solution to eliminate the nuisance and to prevent diminution in value of the surrounding properties is to cease pickleball activities in and around Gilchrist Park and to stop this incompatible activity.

Please feel free to contact me with any questions that you may have regarding this study or to discuss further steps. I anticipate producing a full technical report in which the basis for my findings and the full analysis will be presented.

Sincerely,



William Thornton

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NPS Form 10-900-a
(8-86)

OMB Approval No. 1024-0018

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 1 Punta Gorda Residential District

DESCRIPTION
PUNTA GORDA RESIDENTIAL DISTRICT

SUMMARY

The Punta Gorda Residential District is located in Punta Gorda, Florida. The majority of buildings reflect turn of the century architectural styles, with a small number of structures reflecting the 1920s Florida Land Boom. The buildings have a period of significance from 1884 to 1930. The district contains 163 buildings of which 125 contribute to the district.

SETTING

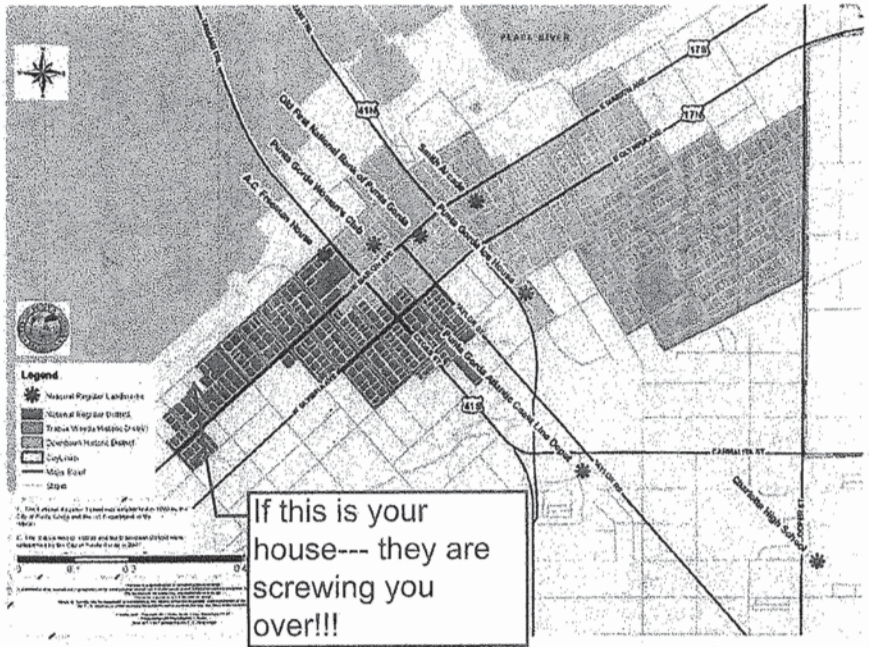
The Punta Gorda Residential District is located on the Peace River in the City of Punta Gorda. The area where the district is located developed as a residential neighborhood from approximately 1884 to 1930. Almost all of the houses in the district are still used as residences and the area maintains its original feel as a neighborhood. The district is well landscaped with numerous water and live oaks interspersed with native and exotic flora. Several of the historic roadbeds remain with original brick pavers.

DESCRIPTION

The Punta Gorda Residential District is primarily a collection of moderately sized wood framed vernacular and Queen Anne styled residences. The district is laid out in a grid pattern with the northern boundary, Retta Esplanade, facing a waterfront park. Houses are generally one and two story wood framed vernacular structures which date from the mid-1880s to the late 1910s. Larger, more elaborate Queen Anne style houses, which date from the 1880s to the turn of the century, are located along the north and east perimeters. There are several masonry residences in the district which were constructed during the Florida Land Boom of the 1920s.

The district also contains several wood framed churches dating from the 1890s. The churches are located within easy walking distance from the residences as well as the waterfront park. Also located in the district is the Punta Gorda City Hall. The local center of government is actually located within the residential section of the original town instead of in the adjacent commercial district; however, the Neo-Classical styled

Map 4.3 – Historic Area & National Register Structures within the City of Punta Gorda



my Home is Not Listed AS Part of Historic District.

Table 4.21 – National Register Structures within the City of Punta Gorda

Property	A/K/A	Address
A. C. Freeman House	N/A	311 W. Retta Esplanade
Punta Gorda Woman's Club	N/A	118 Sullivan
Old First National Bank	Old Merchants Bank of Punta Gorda	133 W Marion Avenue
Smith Arcade	H W Smith Building	121 E Marion Avenue
Ice House	Punta Gorda Ice Plant / Kazwell's Furniture Store	408 Tamiami Trail
Punta Gorda Train Depot	Punta Gorda Atlantic Coast Line Depot	1009 Taylor Road
Charlotte High School	Punta Gorda High School	1250 Cooper Street
Punta Gorda Residential District	National Register Residential District	Bounded by W Retta Esplanade, Berry Street, W Virginia Avenue, and Taylor Street

Source: National Park Service's National Register of Historic Places Program

see City List W. Retta

Dr. Thornton is widely recognized as an expert in his field. He brings thirty eight years of experience, advanced education in both engineering and business, and a supporting network of colleagues to his highly successful approach to solving problems efficiently and cost-effectively.

His qualifications include:
- PhD in Mechanical Engineering, Purdue University (specializing in acoustics, vibrations and noise control)
- MSME, Purdue University (specializing in acoustics, vibrations, and noise control)
- BSME, University of Pittsburgh
- MBA, University of Pittsburgh (specializing in finance)
- Registered Professional Engineer in the Commonwealth of Pennsylvania, PE 022535 E specifically in acoustics, vibrations, and noise (certified by testing)
- Full member (Originally Board Certified in 1976) of the Institute of Noise Control Engineers (INCE); past or present member of the Acoustical Society of America, American Society of Mechanical Engineers, American Society of Heating, Refrigerating and Air Conditioning Engineers; and National Council of Acoustical Consultants
- Active (past and/or present) in ASA, INCE, ANSI, ASME, ASTM, NCAC, ASHRAE and other nationally recognized organizations influential in developing national standards and guide lines for industry and government
- Individual Expert on S12 of the Acoustical Society of American for the American National Standards Institute
- Former representative to ANSI S1 and S12 for the American Petroleum Institute, API

Clients

The Acoustical Engineers of Thornton Acoustics & Vibrations Consulting Engineers in Acoustics Vibrations and Noise Control provide noise and vibration control consulting engineering, acoustical consulting, and architectural acoustics consulting services to clients throughout North America and the more commonly visited states of WV, MD, NY, OH, VA, CT, NJ, IN, IL, FL, KY, TN, NC, SC, MI, TX, GA, AL, WA, OR, NV, WI

Our clients are provided full confidentiality which precludes us from offering a list of their names or the name of their firms but our clientele include:

- Fortune 100 corporations and companies, large corporations, mid-size businesses, and small businesses
- Law firms, architectural firms, engineering firms, and contractors
- Municipalities, cities, state governments, NIOSH, OSHA, military, and other federal government facilities
- Individuals, churches, non-profit organizations, and community groups

Over 1,500 projects have been completed in North America and internationally involving us as architectural acoustics consultants, acoustical engineers, acoustical consultants, and noise and vibration control engineers.

Thornton Acoustics & Vibrations
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INVOICE

INVOICE # 1321.01
DATE: MARCH 28, 2017

TO Bernie DePaul

PO NUMBER	DUE DATE (NET 10)
NA	April 7, 2017

DATE	QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
March 5, 2017	1	Historic Punta Gorda (FL) Neighborhood – Gilchrist Park Pickleball Noise Impact Study	$6,985.00	$6,985.00
March 5, 2017	1	Roundtrip Airfare/Baggage Fees	$239.00	$239.00
			SUBTOTAL	$7,224.00
			TOTAL	**$7,224.00**

Please Make All Checks Payable To/Remit To:

Thornton Acoustics
521 Clay Run Road
Mill Run, PA 15464

Thank You For Your Business!

The dark side of pickleball has a certain sound to it

Naples Daily News
June 19, 2016
by Brett Batten



Christine McGrath, seen through fans' umbrellas, prepares to return a serve during the women's doubles 19 and over championship match during the US Open Pickleball Championships at East Naples Community Park Wednesday, April 27, 2016. McGrath and her partner, Sarah Ansboury, won the match 2-1. (Luke Franke/Staff)

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.

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

Plans to add pickleball courts at Hideaway Beach Club on Marco Island has residents at odds 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, "It has become a nightmare in gated communities. This 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.

"I love the sound myself," Fiala said of the thwack and pop of a good game of pickleball. "But I don't know if I'd like it at 7:30 in the morning."

Gilchrist Sound Survey

Actual sound measurements at Gilchrist Park as taken by Dan Hartwig
before and after the Acoustifence was installed.



March 14, 2019

Deb Sarkasian
City of Punta Gorda
Punta Gorda, FL

Dear Ms. Sarkasian,

The following is a summary of Keane Acoustics' proposal for acoustical consulting services for the Gilchrest Park pickleball courts in Punta Gorda, FL.

It is understood that nearby residents have noise concerns regarding adjacent pickleball courts.

Keane Acoustics, Inc. has been asked to quantify sound level emissions from the pickleball courts and possibly explore any physical noise abatement methods and/or any actions that might be utilized to mitigate noise concerns for nearby residential neighbors.

Scope

Keane Acoustics will provide acoustical consulting services on an hourly basis, for one visit to the Gilchrest Park to observe individuals playing pickleball and to conduct sound level readings at the surrounding residences.

Ideally all 8 of the pickleball courts should be in use and enough players should have a combination of older and newer balls and paddles to help quantify the difference in sound level between the various types of equipment.

A report summarizing findings including documentation of sound level readings and discussion regarding the level of impact caused by the pickleball per local ordinances and/or community guidelines.

General recommendations can be given on an hourly basis as needed to provide noise mitigation between the pickleball courts and nearby residents. Recommendations may be communicated via sketches, drawing markups, and product cut sheets. Does not include AutoCAD drawings nor "three part" specifications.

Follow up testing post mitigation installation can also be conducted.

1859 Eau Claire Ct. Oldsmar, FL 34677 ● 727.644.3445 ● keaneacoustics@aol.com

Fees and Expenses

The estimated time budget for the above initial testing scope is roughly 8-10 hours for the visit (including travel, sound level measurements, data analysis and integration of results into the report), billed on an hourly basis (in accordance with the attached fee schedule) plus expenses (mostly mileage - anticipated to be roughly $150). Additional services will be billed per the fee schedule upon approval.

Follow up testing scope is roughly 7-9 hours for the visit (including travel, sound level measurements, data analysis and integration of results into the report), billed on an hourly basis (in accordance with the attached fee schedule) plus expenses (mostly mileage - anticipated to be roughly $150).

The above fees and expenses are based on the following assumptions:

1) Hourly fees are portal to portal per the attached fee schedule
2) Does not include AutoCAD drawings nor "three part" specifications

Billings

Fees and reimbursable expenses will be billed upon issue of the report. Payment is due within thirty (30) days of date of invoice.

Please contact me if you have any comments/questions.

Best regards,



Michael Keane, P.E.

_____ _____

Accepted Date

1859 Eau Claire Ct. Oldsmar, FL 34677 ● 727.644.3445 ● keaneacoustics@aol.com

KEANE ACOUSTICS

FEE SCHEDULE

1/01/2019

Principal Engineer	$175.00/Hr.**
Sound Level Meter	$25.00/Hr.
Mileage	$.65/mile

* Hourly rates are portal to portal.

** Hourly rates are effective through December 31, 2019, then subject to change.

1859 Eau Claire Ct. Oldsmar, FL 34677 ● 727.644.3445 ● keaneacoustics@aol.com

General Health & Safety Services, Corp.
53 Rotterdam Dr., Punta Gorda, FL 33950
www.4safetyandhealth.com 941-621-2535

March 18, 2019

Deb Sarkisian
Community Pickleball Committee
Punta Gorda, FL

Submitted via email

Dear Ms. Sarkisian:

Per your request, I am pleased to provide the following proposal for sound level testing.

General Health & Safety Services, Corp will proposes to conduct sound level measurements during pickleball play at the Gilchrest courts in Punta Gorda. Measurements will be taken at several locations near the courts as well as at the property line of neighboring residents. Measurements will be taken at those locations before the installation of a sound barrier and again after the barrier is installed.

All work will be performed by a Certified Safety Professional and Certified Industrial Hygienist with over 45 years' experience in noise testing and abatement in addition to being qualified as a noise expert in the court of law.

The above services will be performed at the rate of $125.00 per hour. There is no charge for travel time. It is anticipated that the entire project, including data analysis and preparation of a report would not exceed $850.00.

Thank you for this opportunity to provide a proposal. If you wish to proceed, I will prepare a Professional Services Agreement for signature.

Sincerely,

D.J. Hartwig, CSP, CIH
President

SOUND SURVEY
GILCHRIST PICKLEBALL COURTS

CONDUCTED FOR
CITY OF PUNTA GORDA, FLORIDA
JUNE 5, 2019

D.J. Hartwig, CSP, CIH
© General Health & Safety Services, Corp
Punta Gorda, FL
June 5, 2019

Executive Summary

General Health & Safety Services Corp was retained by the City of Punta Gorda, Florida to conduct sound level measurements near the Gilchrist pickleball courts before and after the installation of acoustic barriers. Initial sound level measurements were taken on April 11, 2019 and measurements were taken on June 5, 2019 following installation of the acoustical barrier. All work was performed by Daniel Hartwig, an Environmental Engineer, Certified Safety Professional and Certified Industrial Hygienist with over 45 years' experience.

Barriers do not eliminate sound but rather reduce or attenuate it. Average sound levels along Retta Esplanade before the acoustic barrier was installed were 49.4 to 56.8 decibels measured on the 'A' scale (dbA). Average sound levels at the same locations after the barrier was installed were 44.3 to 48.4 dbA. Instantaneous peak levels before the barrier was installed were 55.6 to 66.9 dbA and after the barrier was installed 47.7 to 56.1 dbA.

In summary, the Acoustifence did what it was intended to do. It reduced the average sound by more than 7 decibels and the instantaneous peak sound by more than 10 decibels. A 10 decibel reduction in sound level is perceived by the human ear as half as loud.

Background

Sound is a physical property and as such, obeys the laws of physics. Sound waves are compactions and rarefactions of molecules in a medium. In this particular case, we are looking at sound waves in air which travel at 1127 feet per second. The sound waves have certain characteristics. Intensity, or loudness, frequency or pitch and duration are commonly described characteristics that all sounds have and contribute to how we perceive the sound. Intensity is measured in decibels (db), frequency is measured in Hertz (Hz) and duration is described as steady, cyclic or impact. Noise is often defined as unwanted sound. Although we can objectively measure the characteristics of sound, the perception of sound as noise is very subjective. The human hearing mechanism is not equally sensitive across the full frequency spectrum. Therefore to best approximate this frequency-dependency, the A weighting filter is built into the sound level meter and the resultant data is reported as dbA or decibels on the A weighted scale.

Methodology

A Metrosonics Sound Analyzer model db-308 with a wind screen was used to obtain sound level measurements at various locations near the pickleball courts located in Gilchrist Park. The locations were chosen with assistance from the Pickleball Committee. Each test location is identified on Attachment A. Sound readings were taken of three scenarios: with all eight courts in play, with the four courts nearest the road in play and with the four courts nearest the river in play.

Digital sound level meters such as the one employed, use Peak Time Weighting to measure impact noise. Set on fast meter response, the meter sampled the incoming sound once every 125 milliseconds. The 'A' weighting filter was used to better compare results with how the human ear processes sound. Microphone height was 60 inches.

Sound levels were measured at each location with four courts in play and again with eight courts in play. The paddles were typical regulation paddles and the balls were Onix and Durafast 40 regulation balls. The position of the sound level meter was 60 inches above the ground. The test duration of each test was approximately 12 seconds during which 96 discreet sound samples were analyzed by the meter. The average sound level and the maximum peak sound level was recorded. The peak level represented the loudest instantaneous sound level such as that of a person shouting.

Sound levels were measured before and after the installation of the Acoustifence. It should be noted that a portion of the Acoustifence at the far Southwest corner of the courts was not installed at the time of the post-abatement testing. With the installation of the additional section, sound reduction would likely be further enhanced.

Findings

Sound test data are summarized in Tables 1 and 2. The amount of attenuation at a particular test site is dependent on several variables including distance from the source and vegetation. It may be more useful to consider the average attenuation of all test sites when evaluating the effectiveness of the acoustic barrier. Table 2 lists the average attenuation for the three test scenarios.

Attenuation of the average sound level was consistently more than 7 dbA. Attenuation of the peak sound levels were higher, with the highest attenuation 11.2 dbA.

Discussion

The application of barriers as a sound abatement technique is common. There are three basic ways to reduce the transmission of sound; absorption, blocking and damping. There are different types of barriers but in general, a barrier is designed to intercept the sound waves coming from the source and reduce the intensity of sound for receivers that are within the “shade zone”. The shade zone is dependent on the size of the barrier and the distance between the sound source and the barrier. Barriers are not designed to eliminate all sound emanating from a source. Some sound waves can bend slightly around a barrier and/or reflect off surrounding surfaces, creating a secondary shaded area of less attenuation than the primary shaded area. Some sound waves can also radiate out from the back of the barrier. Some attenuated sound will always be heard on the back side of the barrier.

The human ear's response to sound level is roughly logarithmic (based on powers of 10), and the dB scale reflects that fact. A healthy ear can just about perceive a change in sound level of 3 dbA. A 10dB decrease in sound is perceived to be half as loud.

Some of the challenges of measuring the sound, particularly after the installation of the Acoustifence, is that various environmental background sounds such as a nearby bird, children playing in the playground, a distant airplane or car, etc. would be louder than the sound from the pickleball courts. The sound measurement needed to be delayed a number of times until the interfering sounds ceased.

ATTACHMENT A



TABLE 1

SOUND LEVELS

	8 courts in play				4 courts nearest road				4 courts nearest river			
	Av Pre	Av Post	Max Pre	Max Post	Av Pre	Av Post	Max Pre	Max Post	Av Pre	Av Post	Max Pre	Max Post
Location												
1	53.1	44.3	58.5	47.7	53.3	50.4	63.3	53.6	51.6	46.3	62.7	57.1
2	56.5	48.4	66.9	56.1	54.7	44.2	67.8	53.8	53.0	48.0	64.6	53.0
3	56.2	46.9	66.4	54.5	53.7	46.6	67.5	51.4	55.4	47.1	66.3	54.9
4	54.6	47.8	61.5	55.9	58.0	45.0	74.0	54.5	56.0	45.9	68.5	49.6
5	56.8	47.7	60.0	55.9	51.8	46.1	57.8	50.9	55.0	45.6	60.8	50.0
6	49.4	45.7	55.6	54.9	49.0	46.1	51.1	49.6	49.1	45.4	57.0	53.0

All values reported in dbA

Av Pre = average level pre-abatement Av Post = average level post abatement

Max Pre = maximum instantaneous level pre-abatement

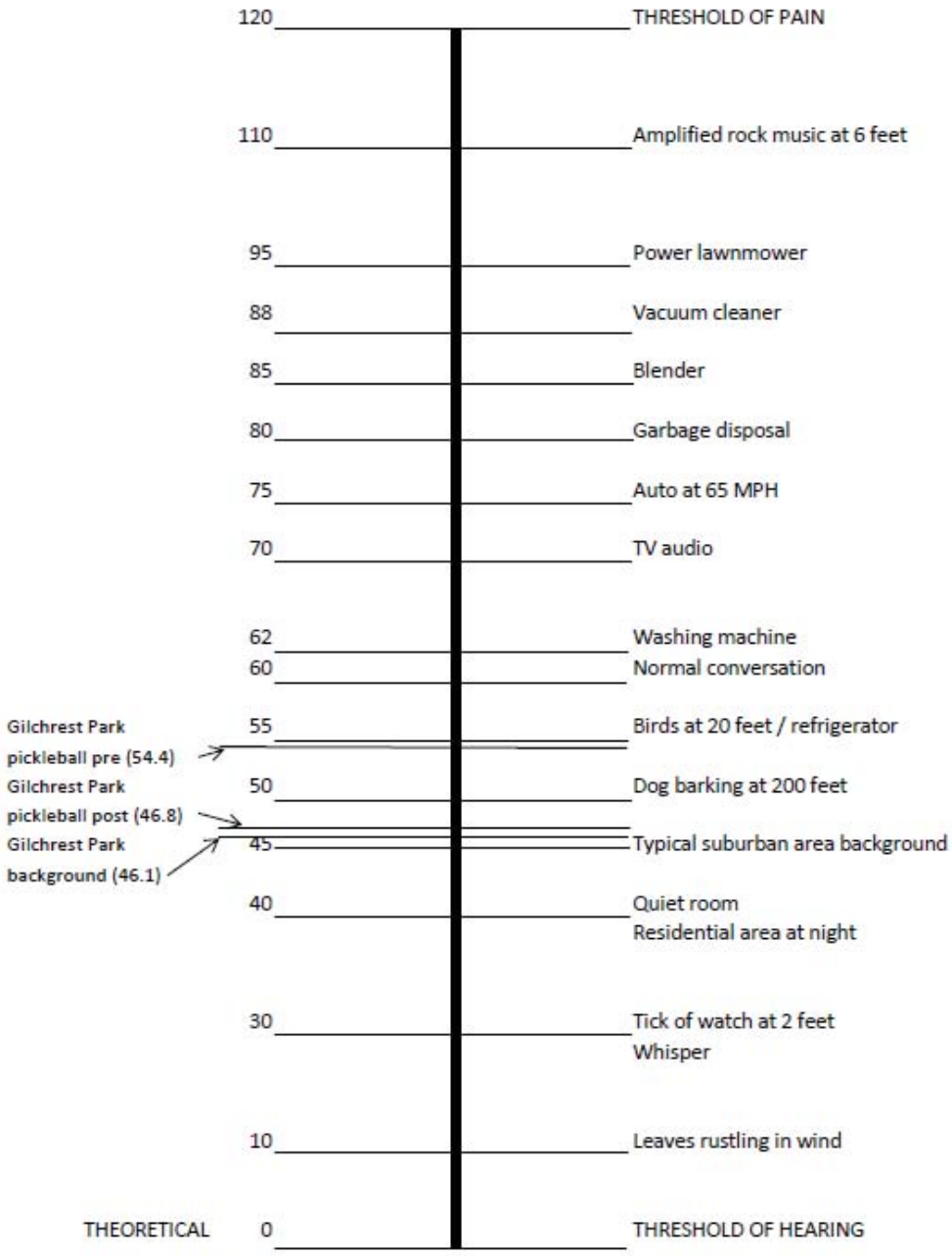
Max Post = maximum instantaneous level post abatement

TABLE 2

AVERAGE SOUND REDUCTION POST ABATEMENT

All Locations	8 courts in play		4 courts nearest road		4 courts nearest river	
	Average level	Max level	Average level	Max level	Average level	Max level
Attenuation (dbA)	7.6	7.3	7.0	11.2	7.0	10.3

ATTACHMENT B
COMPARATIVE SOUND LEVELS IN DECIBELS



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GENERAL HEALTH & SAFETY SERVICES CORP.
Protecting people and businesses with solutions that work since 1978

Mr. Daniel J. Hartwig, CSP, CIH
General Health & Safety Services Corp.

Mr. Hartwig holds a Bachelor's degree in Environmental Engineering and is a Certified Safety Professional and Certified Industrial Hygienist. He is the principal consultant at General Health & Safety Services Corp. and uses his 45 years of experience in providing environmental safety and health counsel to clients both in the United States and internationally. Mr. Hartwig is the recipient of the National Safety Council's Distinguished Service to Safety Award, the highest recognition of achievement in the safety profession.

Pickleball & Health

Health benefits gained from playing pickleball



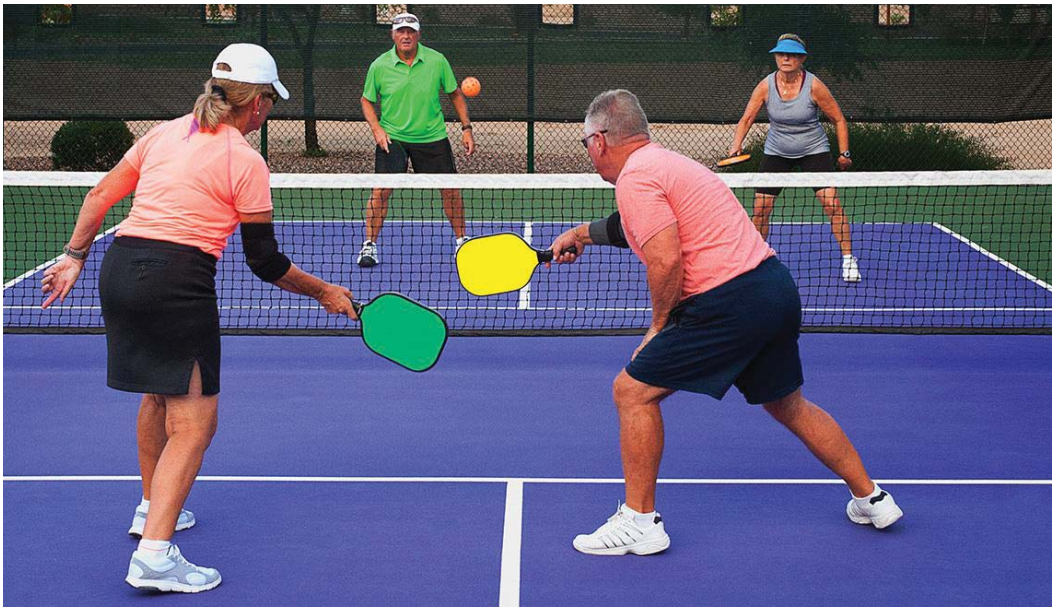
Play Pickleball for Health Benefits

New research confirms that fast-growing sport improves fitness and lowers risk of depression

by Christina Ianzito, AARP, July 6, 2018

Many pickleball players are older, partly because the game offers aerobic exercise without much risk of injury.

Playing pickleball, one of the fastest-growing sports in the U.S., may ward off depression as well as improve fitness, according to two new studies on the game's health benefits.



Those findings likely will only add to the enthusiasm many people have for this oddly named sport — one that's a little like tennis, a bit like Ping-Pong, and offers a mix of moderate exercise and social connection that many say can be life-changing, especially for the older players who are attracted to it.

A new Western State Colorado University study of 15 middle-aged and older adults found that regular pickleball playing — in this case three times a week for one hour for six weeks — resulted in improved blood pressure and cardiorespiratory fitness. The researchers, who published the findings in the *International Journal of Research in Exercise Physiology*, said the game's "moderate exercise intensity," combined with its "fun factor," supports it "as an ideal alternative form of physical activity" for this age group.

And a Japanese study published in the journal *Leisure Studies* in May focused on 153 older adults competing in pickleball tournaments and found that the "serious leisure" activity was associated with lower levels of depression. Researchers surmised that the benefit may be related to, among other things, social connections made during the games.

It's no surprise that exercise and socialization are good for your body and mind, but picklers, as the most devoted pickleball players are called, say there's something special about the game, which in recent years has been spreading wildly across the country. Invented in the 1950s by a group of friends in Washington state (and, according to lore, named after a pet dog named Pickles), the sport started taking off only in the past decade or so — most energetically among snowbirds in places such as Florida and Arizona — but its popularity has accelerated lately in areas that were once pickleball deserts, such as New England.

With an estimated 3.13 million people in the U.S. playing pickleball in 2017 (an increase of about 11 percent over the previous year, according to the Sports & Fitness Industry Association), it's become one of the fastest-growing sports. Countless municipal tennis courts are doubling as pickleball courts with the easy addition of

another set of lines (pickleball uses an area the size of a doubles badminton court, 20 by 44 feet, smaller than a tennis court).

“People get addicted to it,” says Sandy Fruean, 67, a former gym teacher and pickler who successfully lobbied her Cape Cod town, Yarmouth, Mass., to add pickleball lines on eight tennis courts at a local high school last year. “If you build it, they will come!” Fruean says she told skeptical officials, and she turned out to be right.

After starting with a small cohort of about 30 players, she now has 280 picklers — their ages range from 16 to 85, but most participants are in their 60s — who go to the group of eight courts to play on different days. Fruean manages games, where players rotate into a group of four every morning and on two evenings a week. It’s been so successful, the town of Yarmouth is building 12 new pickleball courts this summer. (You can search for a pickleball venue near you on the USA Pickleball Association website.)

Many players are older, in part because pickleball offers aerobic exercise without a lot of risk of injury. Games usually last 10 to 15 minutes, so players can take frequent breathers, and since the court is small and most people play doubles, there’s no serious running — making it easier on the knees. You're also less likely to have an injury such as tennis elbow, thanks to the lightweight paddle (like a Ping-Pong paddle but larger) and plastic ball.

Betsy Heidenberger, 58, a certified tennis pro in Chevy Chase, Md., says she’s forgone tennis for pickleball because “it’s not hard on your body and it’s fun.” She's now trying to organize a league at the small tennis club where, in recent months, she has been offering pickleball clinics for beginners on the club's two pickleball courts. Heidenberger adds that once you master the quirky scoring system, the game is easy to learn. “If you’re not a good tennis player, you can still be good at pickleball.”

As for the mental health benefits of pickleball, Fruean says those have been obvious to her for a while. “One of the best things about it is the social connections people make,” she notes, “with seniors in particular. And for people caring for a loved one, it’s like respite care. They can stop in for an hour or two to get a little break, socialize with people and get a little exercise.”

The best part, adds Fruean, is that different generations can, and do, play together. She's seen grandparents teach the game to their kids and grandkids, who love the fast-paced volleys.

Heidenberger has observed the same multigenerational enthusiasm: “Kids walk by while people are playing and they’re like, ‘Wow, this is great.’ And it is.”

5 Hidden Health Benefits of Pickleball

By Lisa Fields | March 26, 2019

Pick up a paddle to protect your heart, boost your mood, and more!



By now you've heard of pickleball. The increasingly popular paddle sport, which has similarities to tennis and ping pong, has attracted players of all ages and fitness levels—but especially active older adults.

What's so great about it?

For starters, it's incredibly accessible. You can input your zip code on the U.S.A. Pickleball Association website to find out where to play near you. Beginners are always welcome, equipment is often provided, and the rules are easy to learn.

Among the reasons older adults love pickleball: The court is small enough that you don't need to move much to hit the ball, especially if you're playing doubles. The game encourages players to socialize. There's none of the frustration factor that accompanies sports like golf—it's designed to be carefree and fun.

"Pickleball is a great sport for active living across the lifetime," says Jonathan Casper, Ph.D., an associate professor of sports management at North Carolina State University. "Because it's similar to other racquet sports, you can learn the game pretty quickly, and you can play for as long as your body will let you."

If that's not reason enough to give it a try, consider these five health perks of playing pickleball.

Pickleball Benefit #1: You'll Lower Your Risk of Heart Disease

A recent study in the *International Journal of Research in Exercise Physiology* found middle-aged and older adults who played one hour of pickleball three days per week for six weeks improved their blood pressure, cholesterol, and cardiorespiratory fitness levels.

"These positive changes to heart health are significant, as a large number of adults have elevated cholesterol levels, hypertension, or low cardiorespiratory endurance, which puts them at increased risk of cardiovascular disease," says study author Lance Dalleck, Ph.D., an associate professor of exercise and sport science at Western Colorado University.

In addition to setting up a regular pickleball game, check out our guide to more simple lifestyle changes that can help lower your blood pressure.

Pickleball Benefit #2: You'll Cut Your Risk of Depression

Exercise in general is a proven mood booster—and pickleball is no exception. A recent study in *Leisure Studies* found older adults who played in pickleball tournaments had a lower risk of depression.

“I believe it makes older adults’ lives richer and happier,” says study author Jungsu Ryu, Ph.D., an assistant professor of sport management at Marshall University in Huntington, West Virginia. “Engaging seriously in playing pickleball may buffer any type of negative emotions that people have during transitions to retirement and later life.”

If tournaments aren’t for you, no problem. The important thing is the commitment to pickleball as serious leisure, or the continued pursuit of a sport or hobby so you gain special skills, knowledge, and experience.

Pickleball Benefit #3: You’ll Get Hooked on Exercise

Many older adults start playing pickleball because a friend or partner suggests they join them one day. Some may be skeptical when they arrive, but more often than not, they enjoy it enough to come back for more, Casper says.

Science offers one explanation: A study in the *Journal of Aging and Physical Activity* found people become loyal to the sport because it helps them meet their fitness goals and enhance social connections. It’s a two-for-one workout!

“Sometimes people are more willing to play a sport when it’s fun, and people report that playing pickleball is way more fun than going for a walk or going on the treadmill,” says Casper, the study author.

“If you were to spend 60 minutes in the gym,” he continues, “it usually feels like 60 minutes. But when you’re doing something you enjoy, like pickleball, where you typically have time to talk and laugh in the game, all of a sudden you’ve been playing for 60 minutes and you think, ‘Where did the time go?’”

Only about 20 percent of adults get the recommended amount of physical activity each week, according to the U.S. Department of Health and Human Services. That means a lot of people may need to find an activity they’ll stick to—and pickleball may be the ticket.

Learn more about your weekly exercise needs in this simple guide.

Pickleball Benefit #4: You’ll Socialize More—and Feel Less Lonely

Pickleball is a great social outlet. And that desire to connect with friends will keep you coming back again and again.

“There’s this fun aspect, which really ties into social support,” says Chris Gagliardi, a spokesperson for the American Council on Exercise.

“It’s not this individual journey, like going to the gym by yourself to walk on the treadmill,” he says. “You can play doubles, you can have a teammate, and someone is expecting you. For some people, it can be the only socializing they may have that week.”

Even while on the court, interactions between pickleball players are different from those in other physical activities, Casper says.

“Because this is a sport with two people playing together, you have that engagement,” he says. “And people are so passionate about pickleball—they look for opportunities to show other people and share their enjoyment. That’s more so with pickleball than any other sport that I’ve studied.”

Plus, knowing that someone is depending on you may give you a greater sense of purpose and increase your devotion to the game even more.

“If you were my workout partner and you didn’t show up, I could still get my workout in,” Gagliardi says. “But in pickleball, the game couldn’t take place if you didn’t show up. You have a lot riding on it.”

Get along really well with your pickleball pals? Why not extend the outing with coffee or lunch afterward—or plan one of these fun friend dates?

Pickleball Benefit #5: You May Stay Independent Longer

Older adults who play pickleball regularly may improve their reflexes and balance, which can help you live independently for longer, Gagliardi says.

You may also improve your range of motion, which can help minimize arthritis symptoms that prevent you from performing everyday tasks with ease.

“As a result of not being physically active, you typically lose range of motion,” Gagliardi says. “If you’re doing something you enjoy, you’re more likely to do it.

“But also, with pickleball, you have to think about the strategy and the hand-eye coordination,” he explains. “If you’re sedentary, you’re not doing that at all.”

Fit After Fifty: Better Living Through Pickleball

September 14,18 | 3:27 am



If the thought of exercise makes you cringe, you aren't alone. We know we should exercise to be healthy and fit, although just one in five adults gets the recommended activity they should. A study conducted by AARP shows that about 85 percent of adults over 50 agree that exercise boosts general health, and 83 percent believe it improves fitness, yet the majority of respondents spend less than 30 minutes exercising each week.

Inactivity is worse among older adults, with just 17 percent of Americans over 50 reporting they get at least 150 minutes of exercise a week, a recommendation for substantial health benefits from the Office of Disease Prevention and Health Promotion. A startling 26 percent don't exercise at all.

Among adults 50+, the most popular exercises cited in the AARP study were brisk walking, flexibility exercises and stretching, and activities including other participants such as team sports, racket sports, martial arts, and dancing. Today one of the fastest growing exercises of choice in the U.S. is pickleball, a curious combination of tennis, ping-pong, paddleball and badminton offering health and social benefits.

What Is pickleball?

A remedy for couch potatoes everywhere, pickleball was created in 1965 when former Washington state legislator, congressman, and lieutenant governor, Joel Pritchard, and his friends devised a new game to keep their families entertained. Unable to find the shuttlecock to play badminton, the group improvised with a Wiffle ball, lowered the net, and fashioned the very first pickleball paddles from plywood. The rest is history.

In pickleball, players use a paddle (sometimes referred to as a pickleball racket) to hit a perforated plastic ball across a net. The game combines elements of tennis, badminton, and ping-pong, with singles or doubles matches. (Watch this YouTube video to see the game in action.) Through the years interest in the sport has surged. Between 2010 and 2016, membership of the USA Pickleball Association grew 64 percent; today there are more than 2.5 million pickleball participants across the U.S.

The health benefits of pickleball

Health, fitness and social connections are among the reasons to pick up a pickleball paddle.

1. Pickleball helps players develop and maintain a reasonable level of fitness, facilitating coordination, balance, and agility; the quick-paced game allows participants to burn calories at a high rate, too.
2. With a court about three to four times smaller than a regulation tennis court, pickleball leads to longer rallies with less area to cover, making the sport an exercise that's easy on the joints.
3. One clear advantage to pickleball is improving health, but improving social connections is also a benefit. Singles and doubles matches are available indoors and outdoors.
4. Pickleball can manage symptoms of Parkinson's disease. According to the Parkinson Foundation Western Pennsylvania, pickleball is an excellent therapy for Parkinson's patients, combining hand-eye coordination with simple movements to help patients manage their symptoms more effectively.

As with any exercise plan you decide on, make sure to consult a doctor first to be sure it's safe for you. Unfortunately, many seniors are without the resources necessary to access health care as freely as they need to. Those facing such constraints may be candidates for a life settlement, which enables a senior to liquidate their life insurance policy by selling it to a licensed buyer for more than the policy's cash surrender value but less than the net death benefit, thereby obtaining funds for health care or other substantial expenses.

Though a life settlement isn't right for every senior, under certain conditions it can represent a best-case scenario in making cash available toward a better quality of life.

Health Benefits of Pickleball for Aging Adults

Posted in Racket Sports , Strength & Conditioning | By

Jeremy Gesicki
December 11, 2018



Keeping fit is an important part of a daily routine. Whether you do your exercise all at one time or try to fit in ten or twenty minutes here and there, it adds up. You probably feel awesome knowing you are maintaining that grueling exercise regimen. Although self-esteem and confidence are skyrocketing through the roof because you are sticking with your exercise goals, you may not realize just how great this is for your body and mind. Everyone knows exercise is good for you, but what exactly does it do for you? Let's dive into this more plus look at ways you can make exercise a regular part of life as you age.

What are the health benefits of regular physical exercise?

Whether you have just started exercising or have been doing it for a while, you will discover many health benefits of physical exercise. From the top of your head (your brain) to your feet, your whole body benefits from regular exercise. Here are some of the major health benefits you will gain from adding exercise to your day:

- Heart health
- Stronger muscles
- Prevents obesity
- Prevent type 2 diabetes
- Stabilize high blood pressure
- Decrease risks of disease such as stroke, certain cancers,
- Combat fatigue
- Improve brain function
- Decrease depression
- Enhances your sleep

As you can see, regular exercise is better than any medicine. In fact, some people are able to eliminate certain prescriptions once they begin an exercise routine. Don't stop taking any prescriptions without the advice of your doctor though.

What are some of the risks of injuries associated with aging adults and exercise?

Of course, with every good thing in life, there come the challenges. The same can be said with exercising — aging adults, especially, are at risk of injury when beginning to exercise. Even those who have exercised for many years are still at risk for injury. As we age, we lose muscle mass, which means our bones are more brittle and subject to breaking, spraining, or straining. This puts aging adults at risk or injury when they participate in exercise.

According to the National Council on Aging (NCOA), adults 65 years of age and older suffer many falls during the year. In fact, one in four Americans in that age group will fall. That means precautions need to be taken before and after exercise to ensure safety for adult populations.

What are the physical and mental benefits of playing pickleball?

Pickleball is a popular sport that first made its appearance in 1965 and has recently been making waves across the country. It's a cross between tennis, badminton, and ping pong. An active game with easy rules, pickleball has captivated many people.

Pickleball, similar to tennis, requires players to move back and forth within a square and swat a ball over the net with a paddle. That means players are moving their legs, arms, wrists, and the whole body when they play the game. As you can imagine, this requires a good deal of movement and is a fantastic, fun way to fit exercise into the day. The physical and mental benefits of pickleball are many. Here are a few of them:

Strengthens muscles

Since you are running around, carrying your own weight, this is considered a weight-bearing exercise. You will be doing strength building when you play pickleball, which is especially good for anyone in their 30's and beyond because that is when we start to lose muscle mass. This exercise works against that loss.

Boosts cardiovascular health

You will quickly notice that this game gives your heart a hearty workout. As you dart from one end of your "square" to the other, you will be boosting cardio health. This is a fantastic way to combat heart issues.

Reduces stress

Nothing beats how you feel when those endorphins get released. Endorphins are the feel-good chemicals in the brain that are triggered when we exercise at a certain level. You have to get your heart pumping to actually release the endorphins and pickleball is a great choice for that. When these endorphins are released, stress falls away.

Helps maintain weight goals

The rigorous exercise of pickleball will help you burn many calories, thus making it possible for players to maintain healthy weight goals. A healthy weight is linked to numerous health benefits.

Enhances brain function

Your brain is a muscle too, which means it needs to be exercised just like any other muscle. Any type of game that requires strategy, reflexes, and quick thinking will work the brain and therefore work out the muscles

What are some before and after pickleball exercises that will help reduce the risk of injury?

Avoiding injury is high on the priority list of everyone who participates in sports and exercise. Not only does the injury hurt a lot but it keeps you away from the activities you love to do. People who play pickleball, just like any other sport, are subject to injury. So, what can you do before and after playing the game to help prevent injuries?

Before you play the game, make sure you are prepared. That means having the proper gear. Good, supportive shoes are a must for the game otherwise you take the chance of twisting your ankle or knee. Another item that can provide a lot of help with your forearm, wrist, or knee is stabilizers or supports. These supports will keep your body more steady.

Always remember to warm up your muscles and joints gently before engaging in an active sport such as pickleball. This helps reduce the chance of injury. In fact, many injuries are a result of not warming up before diving into the sport. You also need to take time to cool down when you are done playing.

If you experience any tightness or pain after playing the game, make sure to provide care to the affected area right away. Do not ignore your body's signals.

References:

https://www.mayoclinic.org/healthy-lifestyle/fitness/in-depth/exercise/art-20048389

https://www.ncoa.org/news/resources-for-reporters/get-the-facts/falls-prevention-facts/

Economic Impact

The impact pickleball can have on the city and local businesses.



Estimated Direct Economic Expenditures For

Tournaments That Have Shown an Interest in PicklePlex

Tournament	# of Players	In county	Out of County	Out of State	Players Direct Expenditures	+ Spectators	Total Direct Expenditures
AAU National (Nov 2018) 5 days	500	145 (29%)	180 (36%)	180 (36%)	295,560	221,670	$517,230
AAU National (Nov 2019) 5days	750+	217 (29%)	270 (36%)	270 (36%)	443,340	332,505	$775,845
Peace River Picklers (March 2019) 3 days	354+	92 (26%)	145 (41%)	117 (33%)	124,256.40	93,192.30	$217,448.70
Charity – Leukemia/ Lymphoma 2 days	211+	70 (33%)	101 (48%)	41 (19%)	39,769	29,827	$69,595
3D Sports (Feb 2019) 3 days	400+	116 (29%)	144 (36%)	144 (36%)	141,869	106,402	$248,270
3D Sports (Nov 2019) 3days	400+	116 (29%)	144 (36%)	144 (36%)	141,869	106,402	$248,270
Gamma sports- Lucy Kircher (April 2019) 4 days	400+	116 (29%)	144 (36%)	144 (36%)	189,158	141,869	$331,027
Gamma sports -Lucy Kircher (October 2019) 4 days	400+	116 (29%)	144 (36%)	144 (36%)	189,158	141,869	$331,027
PicklePlex (March 2019) 3 days	500+	145 (29%)	180 (36%)	180 (36%)	177,336	133,002	$310,338
PicklePlex (May 2019) 3 days	400+	116 (29%)	144 (36%)	144 (36%)	141,869	106,402	$248,270

PicklePlex (Sept. 2019) 3 days	350+	102 (29%)	126 (36%)	126 (36%)	124,135	93,101	$217,237
PicklePlex (December 2019) 3 days	500+	145 (29%)	180 (36%)	180 (36%)	177,336	133,002	$310,338
World Team Pickleball Sectional (August 2019) 2 days	100+	25 (25%)	75 (75%)	All in state players	16050	12037.5	$28,088
Third Shot's a Charm (April 2019) 3 day	350+	102 (29%)	126 (36%)	126 (36%)	124135.2	93101.4	$217,237
Engage Destination camp 4 days	40	16 (40%)	12 (30%)	12 (30%)	15763.2	7881.6	$23,645
Third Shot destination camp 4 days	40	16 (40%)	12 (30%)	12 (30%)	15763.2	7881.6	$23,645
Ansboury destination camp 4 days	40	16 (40%)	12 (30%)	12 (30%)	15763.2	7881.6	$23,645
2018 totals							**$517,230**
2019 totals							**$3,623,926**

These are conservative figures and could be higher since interest in tournaments has been increasing along with the rate of players.

*The number of officially rated players went from **6,000** on 1/1/2016 to **8,638** on 12/31/16. That's a 2,638-annual increase in initial ratings for new players which was roughly a 30% increase in one year. * Players are rated for tournament play.

***Membership: 22,120** (increase of 5,325 or 444 per month)

***2017 USAPA Nationals:** USAPA 2017 Nationals set a new player registration record with over **1,300** registered players

***National Senior Games:** USAPA provided administrative support for the 2017 National Senior Games which set a new player registration record of over **900** players – Visit http://nsga.com/

2017 USAPA Facts and Highlights **www.usapa.org** (* data)

Economic Impact is calculated by multiplying the direct expenditures by a factor of 1.8. So projected figure for 2018/19 => $4,141,156 x 1.8 = $7,454,080.80

Local Tournament Economic Impact

AAU 5 Day Tournament Report

Of the 172 players:

- 51 players were from Charlotte County
- 94 players were from out of the county
- 27 players were from out of state
- 4 players were from outside of the U.S.

The tourism department for the Charlotte County assigns a dollar amount for the economic impact attributable to an event held within the county. These dollar amounts are as follows:

- $107 per individual per day of stay for someone outside of the county.
- $158 per individual per day of stay for someone outside of the state or the country.

Based on the number of attendees at this tournament, the economic impact was:

- 94 Players X $107.00/day X 5 days = $50,290.00
- 31 Players X $158.90/day X 5 days = $24,629.50

Total estimated revenue: $74,919.50

Three day 5th Annual Cupid Tournament Report

Of the 346 players:

- 71 players were from Charlotte County
- 206 players were from out of the county
- 69 players were from out of state

Based on the dollar values shown previously, the economic impact to the county for this tournament is as follows:

- 206 players X $107.00 X 3 days = $66,126
- 69 players X $158.90 X 3 days + $ 45,829.80

Total estimated revenue: $ 111,955.80

Tournament Data Background

PICKLEPLEX
OF PUNTA GORDA AT FLORIDA SOUTHWESTERN STATE COLLEGE

This is past tournament data from Pickleballtournament.com that we used to find the typical % of players from out of state and out of county. This past data was used to make the projections for future PicklePlex tournaments. We also used the multiplier for spectators that was suggested by the United States of America Pickleball Association (USAPA) of .75 of a person for each player. Used a figure of .5 for guest with the out of county clinic/camp players. AS of May 2018, the Florida Sports Commission now uses $221.40 per day for out of state and $107 for out of county participates.

PicklePlex Events Will Increase Tourism

Tournament	# of Players	In county	Out of County	Out of State	Players Direct Expenditures	+ Spectators	Total Direct Expenditures
Peace River Picklers March 2016 (3 days)	354	92 (26%)	145 (41%)	117 (33%)	100,950	75,713	$176,663
USAPA Atlantic Regionals October 2017 (4 days)	352	30 (9%)	101 (29%)	211 (61%)	186,460	139,845	$326,305
Charity	211	70 (33%)	101 (48%)	41 (19%)	34,324	25,743	$60,067
East Naples Winter Classic January 2018 (3 day)	574	164 (29%)	204 (36%)	207 (36%)	161,739	121,304	$283,043

The East Naples Winter Classic is the latest tournament used and shows an increase in the number of players. With the PicklePlex of Punta Gorda being a state of the art facility with dedicated, sanctioned pickleball courts, it should easily match or draw more national players.

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2019) 3 days							
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‘Wimbledon of Pickleball’: Holly Hill could get 24 courts

By Clayton Park

Posted Dec 7, 2018 at 4:25 PM Updated Dec 8, 2018 at 4:29 PM

HOLLY HILL — The City Commission on Tuesday will vote on economic incentives for a proposed recreational sports facility at Hollyland Park that some say could become the “Wimbledon of Pickleball.”

An Ormond Beach couple has offered to donate $3 million to build the planned 24-court complex at the city’s Hollyland Park.

It would be the second-largest pickleball facility in Florida, trailing only a 50-court facility in Naples.

The target opening date for the Pickleball Daytona of Holly Hill complex is early 2020.

Rainer and Julie Martens are asking the city to contribute $1 million in Community Redevelopment Area funds to cover the project’s infrastructure costs.

In addition to catering to locals, the planned complex would host regional tournaments that could draw players from throughout the Southeast, Rainer Martens said.

“We’d like to start with two tournaments a year that we believe could easily draw 300 to 400 participants,” he said.

To get a sense of pickleball’s growing popularity, just visit the courts at Lula M. McElroy Park in Daytona Beach Shores most mornings.

On a recent Thursday, there were at least 50 pickleballers, including a visiting couple from Lake Tahoe, Nevada.

“We’ve got Canadians here, we’ve got people from all over the U.S.,” said Mel Lindauer, a Daytona Beach Shores City Councilmember who plays seven days a week.

When the park’s 10 pickleball courts are full, as they often are in the morning, players who compete as doubles pairs are forced to take turns after every game.

The wait for the next free court typically takes 10 to 15 minutes, said Julie Martens, who plays six days a week as does her husband.

The couple said the increasing demand for pickleball courts in the area prompted their decision to pursue developing the Pickleball Daytona of Holly Hill project.

‘WIMBLEDON OF PICKLEBALL’

The planned complex would take up roughly two-thirds of the city’s 25-acre Hollyland Park at 1082 Ridgewood Ave., just south of LPGA Boulevard.

Ormond Beach resident Bonnie Strutton, a board member of a newly formed not-for-profit group Pickleball Daytona Inc., in a recent guest column for The News-Journal described the Martens’ planned complex as the “Wimbledon of Pickleball.”

City Manager Joe Forte said the pickleball complex could be an important key to revitalizing Holly Hill’s Ridgewood Avenue commercial corridor.

“We only have a handful of restaurants,” Forte said. “We’re hoping economic development-wise that this will spur interest that will bring more restaurants to the area.”

If approved by the city commission, the agreement with the Martens, doing business as Martens Properties LLC, would require the couple to begin construction within 90 days. The couple would be responsible for developing the project.

TRANSFORMING ‘UNDER-UTILIZED PARK’

Forte said the proposed pickleball complex would revitalize what he said has been an “extremely under-utilized” park in recent years.

“Years ago, the park used to be the site of an active youth sport baseball program, but that has essentially disappeared,” Forte said of the park, which currently consists of four baseball fields, a softball field, a two-hoop basketball court, a kids playground, some disc golf baskets, picnic tables, public restrooms, a gazebo and a small concession stand.

“For the past 11 years, there have been no city programs here,” Forte said.

The Martens’ plans call for the creation of two dozen pickleball courts, eight of which would be covered, as well as indoor and outdoor facilities for other recreational sports including bocce ball, shuffleboard and ping pong.

It would also include a community garden and a senior activity center that would be run by the city as a free, open to the public facility.

A members-only clubhouse would include a pickleball pro shop, a lounge with computers where players could review videos of their play, a classroom, and shower and locker facilities.

The complex would also include a restaurant called “The Kitchen” that would include views of the courts. Skybox viewing areas would also be installed overlooking six of the covered courts.

The clubhouse and pickleball courts would be operated by the Martens and Pickleball Daytona, while the restaurant/bar would either be run by the club or potentially leased to a restaurateur.

The largest of the park’s baseball fields would be retained, Forte said.

Upon completion, the complex would be owned by the city while the clubhouse, pickleball courts and possibly the restaurant would be leased to the Martens for $1 a year.

The couple would be responsible for covering the costs of the leased facilities, with the exception of utilities. Because the couple intends to operate the complex as a not-for-profit operation, the clubhouse and pickleball courts would be exempt from taxes.

The restaurant would only be subject to taxes if it were run as a for-profit business.

The Martens said their goal is to oversee the operation of the complex for its first two years, drawing from their experience as long-time business owners, and then turn it over to members of Pickleball Daytona, the newly formed not-for-profit group of pickleball enthusiasts the Martens helped incorporate this past summer.

POTENTIAL TOURIST MAGNET?

The Holly Hill complex could be a boon to the area’s tourism industry by hosting pickleball tournaments, the Martens said.

The Martens said pickleball tournaments are so popular these days, it is not uncommon for all available player slots to become filled within minutes.

Julie Marten said she and her husband sit in front of their computer screens waiting for preregistration to begin for tournaments.

All 2,200 slots for the national championships in Indian Wells, California, last month were snapped up within minutes.

Julie Martens, 69, won a silver medal for her age and skill-level group at the tournament.

The title sponsor was Minto Communities, the developer of the 55-and-older Latitude Margaritaville communities in Daytona Beach and Hilton Head, South Carolina.

“Latitude is a proud sponsor of the Minto U.S. Open Pickleball Championship held in (Naples) Florida and the Margaritaville USA Pickleball Championship held in California,” said Bill Bullock, president of Minto’s Latitude Margaritaville division.

“We have been following pickleball intently over the last decade from the first time a group of residents asked us to tear out shuffleboard courts and replace (them) with pickleball to the current construction of tournament-grade facilities at Latitude Daytona Beach and Hilton Head,” he said.

Bullock said his company plans to open the first half of a planned 10-court pickleball complex at Latitude Margaritaville Daytona Beach this coming spring with plans to eventually host tournaments there as well.

“Pickleball is the fastest-growing sport in the U.S. and appeals to people of all ages and skill sets,” Bullock said, adding he welcomes the Martens’ planned complex in Holly Hill.

Lori Campbell Baker, executive director of the Daytona Beach Area Convention & Visitors Bureau, said plans to hold pickleball tournaments here could help fill local hotels.

“Sports tourism is an important component of the Daytona Beach Area Convention & Visitors Bureau’s marketing and sales efforts,” Baker said.

“The addition of a state-of-the-art sports facility, such as the one Holly Hill is planning with the capacity to host large pickleball tournaments, will open up new opportunities for us to promote the Daytona Beach area to potential visitors. We’re very excited about this project,” she said.

Julie Martens said she has already heard from pickleball enthusiasts from other parts of the country who have expressed interest in relocating here to be near the planned complex.

SENIORS EMBRACING SPORT

The paddle sport, invented in the Seattle, Washington area in 1965, combines elements of ping-pong and tennis.

It is played with a solid paddle made of either wood or composite materials and a perforated polymer ball that resembles a wiffle ball.

Pickleball was played last year by more than 2.8 million people nationally, a 12.3 percent increase over 2016, according to the Sports & Fitness Industry Association.

The number of places to play pickleball also grew to 5,883 in 2017, a roughly 24 percent increase over the number counted the previous year.

While it is played by people of all ages, including children, pickleball is especially popular among seniors.

Chuck Mecklem, an Ormond Beach Realtor who serves as treasurer for the all-volunteer Pickleball Daytona group, said pickleball appeals to older players because it is easy to learn and because it is played on a smaller scale than sports such as tennis.

“There’s less running,” he said. “It’s more of a quick-reaction hand/eye coordination game. It’s much easier on your joints.”

Mike Burke, a visiting snowbird from Lake Tahoe, Nevada, said he and his wife Kathy seek out pickleball courts to play wherever they travel.

The couple, who are in town for three months, have been regulars at Lula M. McElroy Park during their stay here.

“In any given park (nationally) ... you’re going to see the pickleball courts full,” Mike Burke said. “I just think it (pickleball) has become so much more popular, especially with the older generation.”

Added Kathy Burke: “It’s like ping-pong on a tennis court. It’s a blast.”

Rainer Martens said the courts at Lula M. McElroy Park attract pickleballers from throughout Central Florida in part because “you can always find good competition at your skill level.”

The Martens expressed confidence that their planned complex in Holly Hill will be able to gain a reputation for attracting top players as well.

‘PICKLEBALL ADDICTS’

Rainer Martens is a retired sport psychologist whose clients included members of the U.S. Olympic Ski Team at the 1984 Winter Games in Sarajevo.

He became a “pickleball addict” like his wife after taking photos at tournaments Julie competed in.

Deciding to give the sport a try himself, he now also plays several times a week.

The Martens are also the founders and former owners of Human Kinetics, an Illinois-based publishing company that specializes in books related to physical activity, including exercise science, sports medicine, kinesiology, and coaching and how-to sports and fitness books.

Rainer Martens is the author of numerous books, including “Successful Coaching,” a widely used textbook that has sold more than 1 million copies.

The Martens have been full-time residents of the Daytona Beach area since 2005.

Proposed fees to become a member of Pickleball Daytona are still being worked out, but the Martens said it would likely cost $10 a month for those who only wanted to play on the courts, $20 a month to have access to both the courts and clubhouse or $10 for a day-pass.

The restaurant and senior activity center would be open to the general public.

Rainer Martens said he and his wife estimate it would cost $300,000 a year to operate and maintain the pickleball courts and clubhouse, which they hope to raise via membership dues, and profits from the restaurant/bar which would serve sandwiches, soups and salads as well as beer and wine. He said Pickleball Daytona also would likely hold charity fundraisers.

The ability for the restaurant/bar to serve beer and wine is important because socializing is a big part of pickleball's appeal, the Martens said.

"People love playing, but they also love to socialize with friends afterwards," Julie Martens said.

'GOOD RETURN' FOR CITY

Forte said he believes a pickleball facility at Hollyland Park would be a great fit for the community.

"The demographics that are interested in pickleball mirror the demographics of Holly Hill and much of the greater Daytona Beach area," Forte said.

He added that the Martens' plan to work with area schools to introduce pickleball to students also is a big plus, especially if those students were to start using the courts in Holly Hill.

"I think this could become a focal point for building a sense of community," Forte said.

The Martens' proposed project and their offer to donate the lion's share of money needed to build the pickleball complex also addresses a need for the city, which had "limited options for what can be developed on that (Hollyland Park) property and the limitation of money we have to develop it."

Forte said in his view, contributing $1 million towards the project would be a smart move for Holly Hill.

"The $1 million investment that the city is putting in is being returned with the $4 million asset that the city will own," he said.

"Even if the project is done and the Martens and Pickleball Daytona were to walk away, the city would own the $4 million asset. We could then step in and operate it ourselves, though we certainly wouldn't want to. ... We think that's a good return."

‘Wimbledon of Pickleball’ a Step Closer in Holly Hill

By Jim Abbott

Posted May 11, 2019 at 7:21 AM

HOLLY HILL — Pickleball players and fans on Friday cheered the first symbolic step toward construction of a state-of-the-art complex devoted to the sport that could transform Hollyland Park into a Pickleball Field of Dreams.

“I talk a lot of being Holly Hill proud,” Holly Hill Mayor Chris Via told a crowd of roughly 100 pickleball devotees gathered for a groundbreaking at the park across from Holly Hill City Hall. “But this is the type of project I’m really proud of.”



Wielding golden shovels, city officials were joined by the project’s financial backers and other pickleball fanatics to turn over the first dirt for a 24-court complex that would become the second-largest in the state.

To be called “Pictona,” a name melding of pickleball and Daytona, the project is expected to draw visitors from across the country for tournaments showcasing the popular sport that’s a cross between tennis and ping-pong.

“Not only should it make me proud and the citizens of Holly Hill proud, but it should make the whole Greater Daytona Beach area proud that this, the Wimbledon of pickleball, will be in our backyard,’” Via said.

The occasion also included an informal demonstration of the sport, showcasing the skills of championship-caliber players who rallied for points by slapping a perforated plastic ball with skillet-sized paddles on existing tennis courts at City Hall.

Across the street, Pictona is planned to occupy two-thirds of the 25-acre Hollyland Park at 1082 Ridgewood Ave., just south of LPGA Boulevard.

The city agreed in December to contribute $1 million in community redevelopment area (CRA) funds to the Hollyland Park project, a development also funded by a private investment of $3 million by pickleball enthusiasts Rainer and Julie Martens of Ormond Beach, among those on hand for Friday’s ceremony.

Upon its completion, scheduled for spring 2020, Pictona would rank as the second-largest pickleball center in Florida, trailing only a 58-court facility in Naples that recently attracted some 10,000 players and fans from across the country to the U.S. Open Pickleball Championship in April.

There, Collier County commissioners have extended an original three-year contract signed in 2016 to host the event through 2021.

Real Estate Impact

The effect close proximity to pickleball courts has on home prices



Lawsuit claims pickleball is making Newport park's tennis courts too noisy

Los Angeles Times
By Jeremiah Dobruck
Mar 30, 2016 | 9:35 AM

A Corona del Mar woman has sued the city of Newport Beach, claiming that public tennis courts about 100 yards from her house are too noisy.

The lawsuit by Sarah Thomas alleges that the noise has driven down the value of her home and caused her "severe mental suffering, frustration and anxiety."

The suit, filed March 1 in Orange County Superior Court, seeks undetermined monetary damages and an injunction forcing Newport Beach to fix the alleged nuisance.

But the city says it has already installed two fences designed to block noise at the courts and has cut playing hours in efforts to assuage Thomas' complaints.

"I think we did a lot of things to work with her," City Attorney Aaron Harp said. "I'm not sure why they decided to initiate litigation over it."

Thomas' lawsuit accuses the city of creating the noise problem in February 2014 when it had new lines painted on one of the four tennis courts at San Joaquin Hills Park so it could be used for pickleball, a relatively new sport in which players use paddles to swat a ball over a short net.

Thomas lives in a home on Jetty Drive next to the park and closest to the repainted court, according to the lawsuit.



Pickleball has been described as part tennis, part ping-pong and part badminton and is popular partly because it can be played by almost anyone and is gentle on the body.

Players told the Daily Pilot last year that the sport is indeed noisy.

"The beauty of pickleball is you don't have to be real quiet," Lynnette Holloway of Huntington Beach said. "You can have fun talking and laughing. It's more of a relaxed environment."

But since the pickleball players arrived, Thomas has been exposed to "substandard conditions," her lawsuit claims.

Thomas says she's had to endure noise above 50 decibels before 7 a.m. and bursts of sound louder than 80 decibels at various times during the day.

Fifty decibels is comparable to hearing a dishwasher in the next room; 80 decibels is about the volume of a garbage disposal a few feet away.

Generally, Newport Beach considers noise acceptable as long as it doesn't exceed 55 decibels for more than 15 consecutive minutes, Harp said. City tests found noise from the courts to be within that limit, according to Harp.

Thomas, however, says she suffers through noise louder than 60 decibels for extended periods during the day. She claims the noise has affected her sleep and even made her leave home at times to get away from the sound.

"The noise and vibration interfere with [her] ability to hear people on the telephone, to hear the telephone ring, to hear when people are at the front door and to simply hold a conversation," the lawsuit states. It says Thomas worries about "health risks associated with long-term exposure to these excessive noise levels."

Lawyers representing Thomas did not respond Tuesday to messages seeking comment.

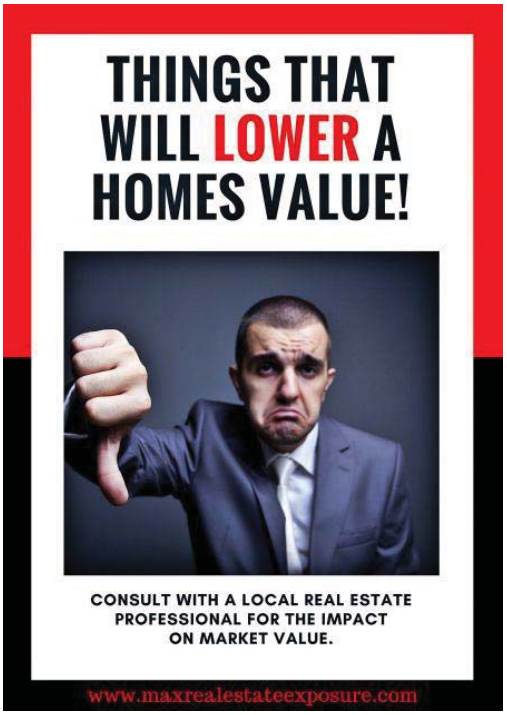
Harp said he's only aware of the city receiving two noise complaints about the pickleball court, one of them from Thomas.

After the city reduced playing hours, put up the acoustic fencing and soundproofed one side of the court, one of those complaints was resolved, he added.

"The city wants to be a good neighbor," Harp said.

Things That Will Lower A Homes Value

October 2, 2017 By Bill Gassett RE/MAX



Factors That Can Lower Your Homes Value

Considering that your home is probably one of (if not the) biggest investment you own, it only makes sense to do what you can to preserve its value. But if you are like most homeowners, you may not be aware of everything that can lower the value of your property. Some are obvious; some are less so.

If you're smart, you'll look out for some of the items I'm going to mention to protect your investment(s) both now and in the future.

Many of the things that will lower a home's value can be found in and around a property. It is important to understand how these factors can influence the long-term value of a home.

Sometimes buyers get so caught up in the excitement of a homes interior appeal that they forget that the house is an investment as well. External factors can significantly influence a properties value.

It's too late when you conclude later on that you've bought a lemon nobody wants. Here are some things to consider when deciding how to select a neighborhood to live in. Understand what people want and don't want!

Excessive Noise Pollution

Noise pollution is something that you can learn to live with – most of the time. But it is not considered desirable by most buyers. Living near a highway, a loud factory, an industrial area, an airport or any other source of regular, noticeable noise is going to be a negative factor when selling your property.

The louder the noise, or the more inconvenient – like loud trains passing by and rumbling the windows at 2 a.m – the more it is going to cause a problem with resale value.

Proximity to Power Lines

Power lines play a vital role in modern life, bringing much-needed electricity to just about everyone. Unfortunately, no matter how important they are, power lines are not a good thing to have nearby when you are a homeowner.

They buzz, they are imposing, they're unattractive, and they make many people worry about adverse health effects related to living near them. The negative health effects of power lines are inconclusive. However, many people like to take the better be safe than sorry policy.

Some research projects suggest that living near to high-voltage power lines can increase the incidence of several kinds of cancer, as well as other diseases. There is also some association with headaches, fatigue, anxiety, insomnia, rashes and even muscle pain.

A home may seem like a real bargain if it is near power lines, but there is a reason for the low price. You should always consult with a local real estate expert when planning on buying near power lines to see how much it will impact a homes market value.

Proximity to a Gun Range

While some people love the idea having a shooting range nearby to participate in a hobby, rarely does this translate well when considering purchasing a home. If your home is a few miles away – great! If, however, the gun range is right next door you better think twice about buying. Not only can gun ranges be loud there is the off chance of finding a stray bullet hitting your property or worse a family member.

When considering a home in proximity to a gun range, you should always research the shooting schedule. Some places shoot daily while others might only be on the weekend. Make sure you figure out your tolerance for hearing gunshots before purchasing a home.

Proximity to Train Tracks

Being close to a commuter rail is a highly desirable perk when it comes to homeownership. Lots of home buyers want to be located close a commuter rail. For example where I'm based in Southborough Massachusetts, one of the reasons buyers find the town desirable is the fact the commuter rail to Boston is there.

Being located next to train tracks, on the other hand, is a different story altogether. When your home is located directly next to train tracks, it can drag down the value of your property.

Living next to a train means dealing with the noise at various hours in the day. Additionally, if a buyer has kids, it could deter them from purchasing for safety concerns.

Proximity to a Highway

While being close to commuting routes is ideal for home values, being on top of a freeway is not. If you can see or hear a major thoroughfare more than likely, it will have an adverse impact on home values.

In my hometown of Hopkinton Mass, we have two major highways, The Mass Pike and Route 495 that run through the town. Homes located adjacent to these roads have lower values than identical homes located elsewhere.

Unusual Upgrades

When you own a home in a neighborhood, your property is part of a greater whole that affects the value of your property in multiple ways. While a messy neighbor can cause problems, so can changes you make that are uncharacteristic for your neighborhood.

For instance, if you install a pool in a colder climate, where no one else has them, then it can make your home less desirable. The same goes for improvements that require an extra level of upkeep, like elaborate landscaping. Large fountains and exotic gardens are maintained by staff in luxury neighborhoods. In a regular middle-class neighborhood, they will probably just be seen as extra work.

For this reason, real estate agents are often preaching what improvements will increase a home's value and those that won't.

MSN has an interesting article on renovations that will hurt your home's value. Some of the information in the article may or may not be accurate depending on the property.

For example, they mention not to reach for high-end appliances. Purchasing middle of the road appliances might be wise for most homes but not if you own a luxury estate home.

Color and Interior Design

The color of your home can draw in buyers, or it can push them away. The more unusual your color choice, the more likely you are to struggle to find a buyer. Most buyers want a home that fits in with the surrounding area, not one that sticks out. The same problem can arise with the color and interior design of the inside of your home. No matter how much you like the way something looks, if it is too unusual, it may make it harder to sell buyers on it.

The color of your rooms can make or break a sale if they stick out like a sore thumb. Color selection is often an awkward conversation to have with a seller. The owner obviously loves their color selection. The real estate agent, on the other hand, knows it could affect the time of the market and ultimate sale price. You walk a delicate tightrope in explaining this to a seller.

Real estate agents often are explaining the need to remove wallpaper when selling a home. It is highly personal and dates a home. Homes with a lot of wallpaper are significantly harder to sell.

In an Undesirable School District

Many people that buy homes are thinking about having children or already have children. Even if they are not planning on having kids immediately, the home is a usually a long-term purchase, so they will still look at the schools before buying. That is why a bad school system can have a downward effect on the price of your home.

Research has shown over and over again that home buyers will pay more money for properties in a top school district. From experience, those homes that are located in the best school districts hold their value better when market conditions are not ideal. There will always be a better demand for homes with the best schools.

Billboards Near the Home

Billboards are seemingly everywhere, even near residential homes. Studies have shown that proximity to a billboard can lower a home's value. The closer the billboard, the more negative impact it has on the price of the home. A nearby billboard can drag down a home's value by tens of thousands of dollars, which is why many neighborhoods are instituting a no-billboard policy to protect home values.

Located Near Fracking

Fracking operations have exploded across North America to take advantage of natural gas deposits that were previously inaccessible. Unfortunately, there is worry that the fracking process causes problems with groundwater wherever fracking is conducted.

While there is no solid evidence either way about the effects of fracking on groundwater, the fact is that buyers will tend to avoid homes near fracking if at all possible. If your home is within a few miles of a fracking operation, you will notice a decrease in the value of your home. When buying a home with well water, it is always a good idea to do both a quality and quantity test.

Having Noisy Neighbors

Your neighbors are not only a problem if they are messy, but also if they are noisy. Noisy neighbors can definitely drive down the value of your home. The noisier they are, the more people are going to want to avoid living in the area.

Numerous Foreclosures

One foreclosure in your neighborhood will probably not have much impact, if any, on your property's value. But if you happen to be in a neighborhood filled with foreclosures, it will have an adverse effect on the value of your home. Multiple foreclosures imply something is wrong with the area. They also mean the area is more prone to squatters, vandalism, deterioration and general unpleasantness.

A 2013 report by The Alliance for a Just Society, a coalition centered on economic, racial and social equality, found a statistically significant reduction in surround home values, as well as increase in local tax rates. Homes nearby are proven to drop an average of one percent for every seven percent the foreclosed home value drops, according to 2012 RealtyTrac data.

Final Thoughts

As you can see, some factors can decrease the value of a home. It is important to consult with a local real estate agent to determine exactly how much. Be sure you understand how your appreciation rate will change with one of these problems in proximity to your home. Far too many people do not realize the impact of external forces on real estate values.

HOAs debate proposed site of Pickleball complex

Feb 4, 2018; By Kitty Bottemiller, Green Valley News



The proposed 12-acre Pickleball site is north of the intersection of Camino del Portillo and Esperanza Boulevard.

Residents from three HOAs that border the potential site of a GVR Pickleball complex in Green Valley laid out a list of concerns Friday that include increased traffic, lighting, impact on nature and property values, and, above all else, noise.

Some have already decided that the site is all wrong. One HOA is drafting a petition, another has similar plans. There was talk of rallying big numbers — collectively there are about 540 houses among the three HOAs — to attend GVR forums on the site to make their feelings known.

One homeowner at a special meeting of Ventura West HOA in Las Campanas quietly approached the white board and wrote the GVR board's email address for the voicing of written opinions. Ventura resident Paul Williamsen suggested the HOAs collaborate to purchase the property themselves if GVR ends up declining it to protect it from unwanted development of any kind.

GVR won't divulge its offering price while negotiations are active, but it is within its board-authorized $165,000 for purchase and site inspection.

Alma McHugh, also of Ventura West, opposes the courts due to concern over property value and quality of life.

“Pickleball's 1,000 times louder than a tennis ball, and I don't like this cloak and dagger (decision-making activity) by the (GVR) board,” she said.

Others wondered about costs of site development and how it would be funded. The money will come from GVR's initiatives reserve fund for new projects and probably some money raised by GVR's Pickleball Club, but no member dues, said Anne Waisman, a Ventura West resident who serves on GVR's Fiscal Affairs Committee.

Two other HOAs, Esperanza Estates and Portillo Place, also met or heard from members this week, all after learning GVR's plan was authorized unanimously by the GVR Board on Tuesday.

Eventually, the Esperanza site may have as many as 24 pickleball courts, GVR's CEO Kent Blumenthal told the Green Valley News on Tuesday. The number comes from a proposal in GVR's strategic plan drafted by an architectural consultant before a specific site was chosen. Nothing more will be known until the soil samples and site surveys come back, GVR facilities director David Jund said Friday.

“The plan right now in phase one (of two phases) is for eight courts and a building with restrooms and potential space for some of the clubs without homes, to be figured out in public forum,” he said. Two forums are planned for February; details are to be announced.

Under preliminary plans, the nearest home to a Pickleball court would be roughly 180 feet, Blumenthal said. Immediately north sits Ventura West, with about 150 homes and one of nine HOAs in the Las Campanas development. Roughly 20 homes abut the property's northern boundary. On the south side of Esperanza sit Esperanza Estates, with about 360 homes, and Portillo Place, with 28 homes.

Priority one is addressing noise, Jund said.

“Lessons learned from Canoa Ranch (where four courts opened in 2012), and from regional and Utah Pickleball sites, taught us. If (the courts) aren't established as a community is building, we always hear about the noise concerns.”

The nearest court will be two to three times farther from any home than at Canoa Ranch, where

noise complaints led to GVR scratching a previous plan to locate more courts there, along with the loss of pricy acoustical insulation that failed in high wind. A plan to add Pickleball courts at GVR's Las Campanas Rec Center was also scrubbed due to neighbor outcry, and GVR has been searching for a Pickleball center site since.

“I'm sure plans will come back with many designs,” including what measures would work and be aesthetic in abating noise, Jund said of the new proposal. “The building might be part of the noise remediation; WSM (consulting architect) is working on all this right now.”

The new plan could mean courts at Canoa Ranch and East Center would be decommissioned and all Pickleball play consolidated at Esperanza, Waisman said.

Could something kill the deal? Jund couldn't say for sure.

“If it wouldn't work on the site for Pickleball, I could see GVR saying, 'Let's look elsewhere.' The Pickleball Club wasn't excited at first because this was near homes. That's definitely the driving reason for the public forums.”

In addition to Pickleball, site ideas include walking paths and natural desert park space. But it all depends on available funding, Jund said.

Surprised by site

The three HOA boards learned of Tuesday's GVR board decision later that afternoon, at a meeting called by GVR Board president Jim Nelson.

They were surprised, although the news wasn't a shock to Dave Sielken, of Esperanza Estates' board, as he knew GVR has been looking for more court space. At an HOA meeting already scheduled Wednesday, “some (members) had questions, some we couldn't answer (and) raised many concerns about various issues,” he said. Roughly 75 members attended, he estimated.

Their main concerns: increased traffic on Esperanza and two feeder streets — Camino del Portillo and Camino Holgado; lights; and negative effect on home values. Sielken said several residents with real estate backgrounds classify Pickleball as an unfavorable distraction.

“The strong consensus was no,” Sielken said. “They were directly opposed.”

The HOA is drafting a petition for signatures; about 25 members indicated a willingness to circulate it.

“Our initial action (Wednesday) is to put it somewhere else,” Sielken said.

At least 40 homes in his HOA and 13 in each of the two across from the pickleball site face that property with their back patios, he noted.

Of possible noise-abatement measures mentioned by GVR, Sielken said, “Can Band-Aid approaches be made? Yes, but it's not going to be complete. Even if they start off with six courts then go to 20, roads can't be expanded and the houses can't be moved.”

Real estate values

Several of roughly 70 Ventura West members meeting Friday dittoed those concerns. They wondered too about parking and environmental impact on the riparian area (flood plain) that traverses the property east and west, yielding about half the acreage unbuildable.

“It's not a question of whether we need more Pickleball courts, but more of, is this the place for it,” said Bob Dahm, vice president of Ventura West HOA. With 900 members, Pickleball is now GVR's largest club.

Property value impact of the project is unknown. No one was available from the Green Valley Sahuarita Association of Realtors Friday to speak to Pickleball's effect on home sales or values.

“I would believe people in homes overlooking the courts, that's going to affect the value of their homes because of the sound,” said Scott Chancellor, an associate broker with Realty Executives who markets many Las Campanas homes. “Lights might also, but I have no idea by what percentages.”

Chancellor said he's received a couple of calls from concerned homeowners about the plan.

“The deal with the sounds, I don't know exactly where the values will go but I don't think they'll go up because of it.”

Green Valley Council, which represents 75 HOAs including these three, hadn't received any Pickleball-related calls as of mid-day Friday, nor any complaints about Pickleball impact on property values generally, president Don Weaver said.

Williamsen, who owns two properties in Las Campanas, is hoping GVR will heed resident concerns about court lighting, especially in winter, and prevailing southerly winds he says would likely affect how sound travels, and consider placing the courts elsewhere, perhaps on the old nursery site recently purchased by GVR next to West Center.

Of the comments that Jim Beckerleg, Portillo Place HOA president, has received about the plan, “a couple are totally against it,” others support it. “Only one was totally outraged; another thought Freeport McMoran (which owns the mine property west of Esperanza), should buy it to expand its West Desert Preserve trail system.

“I doubt they'd want it because of the mineral market,” Beckerleg said. His HOA plans no immediate action “but is keeping an eye on it.”

From: Stefanie Pish
To: Microsoft
Sent: February 18, 2019 at 10:48 AM
Subject: Pickle ball

Hello,
I have had Art Rimbolds house listed on and off for several years. We have had a lot of trouble selling this property and the main reason always comes down to the pickle ball courts. The feedback from the showings is either the noise is overwhelming and/or they don't like the view of peoples cars parked everywhere. I have even seen cars parked in Art's front yard along his gates before. Until the pickle ball courts are moved I do not know that we are going to be able to sell this property. We are already priced below market value and it is not fair to the owner to keep reducing the price just to sell the house because of pickle ball. The park should be a spot that everyone can enjoy and right now the pickle ball is making that impossible. I urge that you consider moving these courts to another location that will not impact property owners so negatively.

Thanks,

Stefanie Pish Concannon
Realtor, Smart Home Certified
Coldwell Banker Fishermen's Village Office
Volunteer/Foster Parent @ Tampa Bay Beagle Rescue

Listings as of May 31, 2019 2:58 pm

Market Analysis Summary

Residential

PND

#	MLS #	Zip	Address	Subdiv	WF	WV	WA	WE	Pool	Gar/Cpt	P Style	BR	FB	HB	H SqFt	LP/H SqFt	List Price	ADOM	CDOM
1	C7412986	33950	714 W Olympia Ave, PUNTA GORDA	PUNTA GORDA	N	N	N	N	N	/ 1	Single Family Residence	2	1	0	768	$318	$244,000	63	63
2	C7406794	33950	612 W Marion Ave, PUNTA GORDA	PUNTA GORDA	N	N	N	N	Y	/ 1	Single Family Residence	3	2	0	1,764	$213	$375,000	168	168
3	C7406561	33950	601 W Retta Esplanade, PUNTA GORDA	PUNTA GORDA	N	Y	N	N	N		Single Family Residence	2	1	0	1,008	$446	$450,000	187	187
4	C7408734	33950	114 Mcgregor St, PUNTA GORDA	H & I	N	Y	N	N	N		Single Family Residence	3	2	0	1,702	$293	$499,000	137	137
5	C7406556	33950	613 W Retta Esplanade, PUNTA GORDA	PUNTA GORDA	N	Y	N	N	Y	5 /	Single Family Residence	3	4	2	6,514	$234	$1,525,000	187	187
# LISTINGS:	**5**		**MIN VALUES:**									**2**	**1**	**0**	**768**	**$213**	**$244,000**	**63**	**63**
			MAX VALUES:									**3**	**4**	**2**	**6,514**	**$446**	**$1,525,000**	**187**	**187**
			AVG VALUES:									**3**	**2**	**0**	**2,351**	**$301**	**$618,600**	**148**	**148**
			MED VALUES:									**3**	**2**	**0**	**1,702**	**$293**	**$450,000**	**168**	**168**

SLD

#	MLS #	Zip	Address	Subdiv	WF	WV	WA	WE	Pool	Gar/Cpt	P Style	BR	FB	HB	H SqFt	LP/H SqFt	List Price	Sold Price	SP/H SqFt	Sold Dt	SP/LP	ADOM	CDOM
1	A4433450	33950	820 Kings Ct #F, PUNTA GORDA	KINGS COURT VILLAS BLDG 01	N	N	N	N	N		Condominium	1	1	0	600	$142	$85,000	$80,000	$133	05/30/19	0.94	12	12
2	C7410074	33950	820 Kings Ct #D, PUNTA GORDA	KINGS COURT VILLAS BLDG 01	N	N	N	N	N		Villa	2	1	1	825	$119	$98,000	$87,300	$106	03/07/19	0.89	7	7
3	C7414821	33950	703 W Olympia Ave, PUNTA GORDA	PUNTA GORDA	N	N	N	N	N	1 /	Single Family Residence	2	1	0	1,241	$125	$155,000	$155,000	$125	04/22/19	1.00	1	1

Presented By: John Stockinger

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Listings as of May 31, 2019 2:58 pm

Market Analysis Summary

Residential

SLD

#	MLS #	Zip	Address	Subdiv	WF	WV	WA	WE	Pool	Gar/Cpt	P Style	BR	FB	HB	H SqFt	LP/H SqFt	List Price	Sold Price	SP/H SqFt	Sold Dt	SP/LP	ADOM	CDOM
4	C7402212	33950	359 Chasteen St, PUNTA GORDA	PUNTA GORDA	N	N	N	N	N	/ 1	Single Family Residence	1	1	0	792	$316	$250,000	$235,000	$297	02/22/19	0.94	210	210
5	C7414785	33950	767 W Marion Ave, PUNTA GORDA	PUNTA GORDA	N	N	N	N	N	1 /	Single Family Residence	2	2	0	1,374	$217	$297,900	$262,700	$191	05/30/19	0.88	7	7
6	C7407196	33950	209 Mcgregor St, PUNTA GORDA	PUNTA GORDA	N	N	N	N	N	1 /	Single Family Residence	3	2	0	1,860	$172	$319,000	$270,000	$145	04/29/19	0.85	176	176
7	C7413512	33950	880 W Marion Ave, PUNTA GORDA	PUNTA GORDA	N	N	N	N	Y	2 /	Single Family Residence	3	2	0	1,041	$287	$299,000	$299,000	$287	03/19/19	1.00	1	1
8	C7409313	33950	310 Gill St, PUNTA GORDA	PUNTA GORDA	N	N	N	N	N		Single Family Residence	2	2	0	1,380	$250	$345,000	$345,000	$250	12/11/18	1.00	0	0
9	C7400407	33950	509 W Retta Esplanade, PUNTA GORDA	CITY/PUNTA GORDA	N	N	N	N	Y		1/2 Duplex	4	4	0	2,240	$266	$595,000	$545,000	$243	03/01/19	0.92	254	254
# LISTINGS:		**9**	**MIN VALUES:**									**1**	**1**	**0**	**600**	**$119**	**$85,000**	**$80,000**	**$106**		**0.85**	**0**	**0**
			MAX VALUES:									**4**	**4**	**1**	**2,240**	**$316**	**$595,000**	**$545,000**	**$297**		**1.00**	**254**	**254**
			AVG VALUES:									**2**	**2**	**0**	**1,261**	**$210**	**$271,544**	**$253,222**	**$198**		**0.94**	**74**	**74**
			MED VALUES:									**2**	**2**	**0**	**1,241**	**$217**	**$297,900**	**$262,700**	**$191**		**0.94**	**7**	**7**

Property Type is 'Residential' **Status** is one of 'Pending', 'Sold' **Status Contractual Search Date** is 05/31/2019 to 12/02/2018 **Latitude, Longitude** is around 26.93, -82.06 **State** is 'Florida' **MLS Zip** is '33950 - Punta Gorda'

Presented By: John Stockinger

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Legal Impact

Court cases related to pickleball



COPY

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
COUNTY OF WINNEBAGO

FILE STAMP

JEANETTE HASKELL and BARBARA FRIEL,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	No. 2012-CH-1128
	)	
ROCKFORD PARK DISTRICT, a Municipal Unit,	)	
	)	
Defendant.	)	

MEMORANDUM OPINION AND ORDER

This case involves the competing rights of adjacent landowners to the full and fair enjoyment of their property. Plaintiffs contend that the pickleball activity conducted on Defendant's property interferes with their use and enjoyment of their property; the remedy they seek would prevent Defendant from using its property as a location for pickleball. In the case of these competing interests, the Court finds that Plaintiffs have failed to prove a case for private nuisance, and so it enters judgment in favor of Defendant.

Background

The Court will briefly summarize some of the evidence presented at the trial of this cause. Defendant Rockford Park District began exploring the relatively new sport of pickleball in 2008-2009. The sport is played on a court similar to, but smaller than, a tennis court. A hollow plastic ball is struck with a paddle, usually made of wood. The initial pickleball location was in Loves Park and was viewed by the District as a success.

In the Fall of 2009, the District began looking for a second possible location for pickleball courts due to the increased demand experienced at the Loves Park location. The District identified several tennis court locations which it determined were underutilized, and it contemplated the possibility of converting one of two courts at these locations into pickleball courts. Some neighbors at those locations were opposed to such a move, however, because they did not wish to lose a tennis court.

Efforts were made to identify other locations and, according to Jay Sandine of the District, those involved "overwhelmingly" identified Sinnissippi Park as the best location for the following reasons: it was centrally located; the existing paved area was already a bit short for tennis; the sole existing tennis court could be easily converted to multiple pickleball courts; and there were other tennis facilities nearby for neighbors interested in that sport. Sinnissippi Park is the District's oldest and largest park. Its facilities include a golf course, band shell and playground, and it also hosts a "Festival of Lights" display and an ice sculpting contest. It used to house the

District's police force, and it still houses some of its maintenance facilities. The shelters in the park area are among the District's most frequently used.

The District notified various neighbors of Sinnissippi Park that it was considering conversion of the tennis court to pickleball courts. Among those neighbors who voiced opposition was Plaintiff Barbara Friel. Friel's opposition to pickleball at Sinnissippi was based on her contention that it was not needed and should not supplant the tennis court, and had nothing to do with the noise of the game (which she had not yet heard at that time). The District had no complaints about the noise of the game at its other facility, and it heard no complaints about possible noise at Sinnissippi prior to building a pickleball court there.

The District installed the pickleball court at Sinnissippi Park later in the Fall of 2010. Friel testified that the sound emanating from the pickleball courts was different from the sound of the tennis court that preceded it. She described the sound of the ball being struck as "sharp," "penetrating," and "loud," and also said it came at "irregular" intervals. Games would tend to be played in the first part of the morning and then again in the afternoon, as well as the early evening (light permitting). Friel testified that she "can't get away" from the noise while on her property, the back yard of which borders on the area near the pickleball courts. She keeps her windows shut to keep the noise out, which is of limited success. She mows her lawn when necessary, but otherwise stays out of her yard to get away from the noise; she used to be an avid gardener but has neglected her garden.

Jeanette Haskell, who was originally a Plaintiff in this case, passed away prior to trial and her daughter, Anne Stratemeyer, was substituted as her personal representative. Haskell's house was just south of Friel's and so was bit farther away from the pickleball courts. Stratemeyer testified that she had the opportunity to hear the sound of pickleball being played when she was at her mother's house. She described the noise as a loud "ping" which was annoying and disturbing. She said that her mother spent less time outdoors when pickleball was being played.

Margo Schreikpog lives father still down the block from the Friel and Haskell homes. She characterized her home as her "dream house," into which they invested significant sums of money to develop a natural sanctuary in the back yard. She described the sound of pickleball as a piercing "ping" noise which is frustrating. It interferes with their ability to use their treasured back yard, and it can be heard inside the house despite insulated windows. She acknowledged that she has been awakened at times by the sound of the bell used on the golf course.

Plaintiffs presented the expert testimony of audiologist Thomas Thunder, AuD. Thunder made measurement of the sound of pickleball from Friel's backyard on the A-weighted decibel measurement scale. The decibel scale is logarithmic; a 3 dBA increase represents a doubling of the loudness. Before the pickleball commenced, Thunder took an average reading of 39 dBA, which he characterized as the ambient neighborhood noise. He said this was equivalent to the noise made by a household refrigerator, leading him to conclude that the neighborhood in question was a relatively quiet one.

Thunder then took a one hour reading of the sound of pickleball being played, which he measured at an average of 48 dBA. He adjusted that measurement upward to 50 dBA to account

for six courts being used, as only 1-2 were being used during his measurement. He further adjusted that figure upward to 55 dBA to account for the adverse impact of an irregular, impulsive noise. For comparison, Thunder noted that a conversation would be about 60 dB, and that 120 dB is the threshold of physical discomfort. He agreed that there were only about 10-11 readings over the course of an hour which spiked above 60 dBA. The decibel level would drop by 60 dBA per every doubling of distance; from 900 feet away, one might not hear the noise at all but could possibly still hear the impulses. Thunder was of the opinion that the noise of pickleball would be annoying to a reasonable person; he based his opinion not purely on the decibel measurement of the sound, but on its character.

Rudy Valdez, whose property abuts the area of the pickleball courts even more squarely than does Friel's, testified that he did not find the noise to be annoying. He found it to be not much different than the noise which had come from the tennis court; in fact, he felt that the sound of pickleball was preferable because tennis players were more apt to use bad language at times during their play. He said that the noise coming from the pickleball courts does not interfere with his family's enjoyment of their property, and none of their guests have complained about the noise. From his house one can also hear the traffic from North Second Street down the block, as well as the music coming from the bandshell in Sinnissippi Park – even when his windows are closed. He noted that he had been in Friel's home before she bought it and he was unable to hear these sounds from inside that house. He said that his hearing is "very good." Valdez knows some of the people who are associated with the District, but he does not have any affiliation with them or with the District.

Leigh Ann Heidemann and Penny Wirtjes testified to how they have come to enjoy playing the game of pickleball. Neither said that the noise of the game was bothersome The Loves Park facilities are actually closer to residences than the Sinnissippi courts. Jay Sandine of the District testified that he had heard no noise complaints from neighbors of the Loves Park facility or from any neighbors of the Sinnissippi facility other than Plaintiffs.

David W. Sloman testified to his measurement of sound from the pickleball courts over a span of approximately 10 minutes, which peaked at 78.1 dBA and averaged 57.9 dBA for impulsive spikes in sound. He agreed that, beyond the measurement of the loudness of the sound of pickleball, the randomness might make it more objectionable to some. Having examined a variety of possible sound remediation techniques, he determined that it would be unlikely that a cost-effective noise abatement solution could be found.

Analysis

Plaintiffs proceeded to trial on two claims: private nuisance and violation of a municipal noise ordinance. A private nuisance is described as follows:

> A private nuisance is the substantial invasion of a person's interest in the use and enjoyment of his land. The invasion must be substantial, intentional or negligent, and unreasonable. Whether particular conduct constitutes a nuisance is determined by the conduct's effect on a reasonable person. A "nuisance must be physically offensive to the senses to the extent that it makes life uncomfortable."

Helping Others Maintain Environmental Standards v. Bos, 406 Ill.App.3d 669, 689, 941 N.E.2d 347, 366 (2d Dist. 2010) (citations omitted).

None of the foregoing is, however, self-defining. "It is clear by now that the term 'nuisance' is incapable of any exact or comprehensive definition." *Shell Oil Co. v. Illinois Pollution Control Bd.*, 37 Ill.App.3d 264, 268, 346 N.E.2d 212, 216 (5th Dist. 1976). That is perhaps no more true than in dealing with noise as an alleged nuisance; the issue boils down to how much noise is too much.

In this case, Mrs. Friel's impression of the noise of pickleball was perhaps tainted by the fact that she was against installation of the pickleball courts even before she had heard the sound of that game being played. Still, it is no less clear that the noise truly and honestly annoys her and at least a couple of her other neighbors. It is equally clear that Mr. Valdez is not at all bothered by the noise, and in fact prefers it to the noise of the tennis court which existed previously. He lives marginally closer to the pickleball courts than does Friel.

In the face of different reactions to the same sound, it is challenging to discern whether the sound of pickleball is indeed one which would be considered physically offensive to a "reasonable person." All of the witnesses who testified seem, in their own way, reasonable. The issue, however, is not simply the sound of the game and its effect on Plaintiffs.

"In determining whether an activity constitutes a nuisance, the court balances the benefit resulting from defendant's use of the land, the suitability of the location to defendant's activity, and the harm to plaintiffs." *Pasulka v. Koob*, 170 Ill.App.3d 191, 208, 524 N.E.2d 1227, 1238 (3d Dist. 1988). In illustration of the need for this type of balancing, the Court recalls the testimony of Mrs. Friel that she mows her lawn when doing so is required. There can be little doubt that the sound of her doing so is loud, probably louder than pickleball and more incessant. We all understand, however, that it is totally right and appropriate for Mrs. Friel and all of her neighbors to mow the grass when it gets too long. The issue, then, isn't just the noise; it is the balance of rights between neighboring landowners.

The benefit resulting from the activity of pickleball is not really contested by Plaintiffs; they suggest that it's a fine game if it is played somewhere else. The fact is, however, that the District chose to locate the pickleball courts inside its largest and most active park. While pickleball was not played there when Plaintiffs moved into the neighborhood, surely they knew that they were moving in proximity to a large park. Part of living next to this particular park is that neighbors will experience the sounds of picnickers at the pavilions, or children at the playground, or music from the bandshell, or tennis from the tennis courts. Surely Plaintiffs understand that they could not complain of such activities, but they seem to feel that it is appropriate to complain of a *new* activity in the park because they never chose *it* as a neighbor. Plaintiffs are mistaken, however, if they feel that they have the right to lock the District into those activities, and only those, which existed at the time they became neighbors.

This brings the Court to the suitability of the activity for the location, which the Court finds to strongly weigh against a conclusion that pickleball is a nuisance. A large, active public park like

Sinnissippi is *exactly* the type of place one would expect the District to choose as a home for this new game. This is not a situation in which, for example, the new activity is not a recreational activity in keeping with the long-standing character of the park.

The Court has already commented on the harm to the Plaintiffs; the Court fully credits the testimony of those witnesses who find the sound of pickleball to be intrusive and annoying.

Considering and weighing all of the foregoing factors, the Court concludes that Plaintiffs have failed to prove that the playing of pickleball at Sinnissippi Park constitutes an actionable private nuisance. The Court therefore finds in favor of Defendant on that claim.

This leaves Plaintiffs' claim under the City of Rockford ordinance as stated in Count III. The Court must initially observe that it is unclear whether a private right of action is implied under the ordinance, an exercise in which the Court "should use caution." *Bos*, 406 Ill.App.3d at 684, 941 N.E.2d at 362-63.

In addition, the ordinance does not specify a standard of conduct any more specific than the standards reflected in a common-law nuisance claim. When a statute imposes a general duty no more specific than one owed at common law, it is normally not construed to give rise to separate basis for action. See *Barthel v. Illinois Cent. Gulf R. Co.*, 74 Ill.2d 213, 384 N.E.2d 323 (1978).

This issue was addressed in an earlier motion, and the Court commented as follows at that time:

> [I]t is difficult to discern whether the ordinance imposes any greater or more specific standard of conduct on defendants with respect to noise than do these common law causes of action. This raises a significant question, then, as to whether the ordinance can be interpreted to affording plaintiffs any rights which are greater than those already afforded to them under common law.

The Court did not dismiss plaintiff's claim under the ordinance but made clear that it would "likely require Plaintiffs to be able to demonstrate whether this cause of action is truly separate and distinct from their common law nuisance claims, or whether it is effectively duplicative of them." Plaintiff have not demonstrated a basis for recovery under Count III when the Court has found against them on their private nuisance claim, so the Court finds for Defendant on Count III as well.

Conclusion

For the reasons stated above, the Court finds in favor of Defendants on all pending claims. This Memorandum and Order constitutes the final judgment order of the Court pursuant to Supreme Court Rule 272. There being no further business with respect to this case, the status date of January 15, 2014, is hereby stricken.

1/2/14
Date

Hon. Eugene G. Doherty, Circuit Judge

Mailed to counsel/parties of record on
01/03/2014
Date
By:

Pickleball dispute prompts suit against Aiken country club

A dispute between two Aiken residents and an area country club has moved from the pickleball court to civil court.

First filed in July 2015 by Dale and Marilyn Theesfeld, the suit says newly constructed pickleball courts at The Reserve at Woodside disrupt their quality of life, according to Aiken County court records.

The family is seeking injunctive relief as well as unspecified direct, consequential, special and punitive damages, costs, expenses and prejudgment interest, according to the suit.

Built in December 2014, the pickleball courts create noise issues and strobe lights from the facility shine into the Theesfelds' home at night, court records state.

A date certain trial date of June 26 has been set, according to a March 7 scheduling order signed by Circuit Judge Doyet Early.

Columbia attorney William Dillard, who's representing the Theesfelds, couldn't be reached for comment.

Woodside Golf LLC, which does business as The Reserve at Woodside, and Sidewood Development LLC, are listed as co-defendants.

According to court records, they are being defended by local attorneys Robin and Taylor Braithwaite, who also couldn't be reached as of press time.

In an amended answer filed Sept. 10, 2015, the defendants admit that pickleball courts were built, but denied claims the courts are creating loud noise and shining bright lights into the plaintiffs' home.

"The plaintiffs knew and appreciated the risks and dangers of the course of conduct engaged, to wit; purchasing and occupying their home with knowledge and understanding that their home was located near or adjacent to a clubhouse, golf course, golf cart paths, multiple tennis courts, a pool, bocce ball and croquet areas and other recreational and social amenities," the response states.

According to the suit, the Theesfelds state they bought their custom-built home in 2008.

It's located near the first tee of the golf course, and the plaintiffs said in the litigation there weren't been any problems until 2014, when the pickleball courts were built.

According to the suit, three courts were built immediately south of the tennis courts, near the first tee, about 250 feet from where the Theesfelds live.

"The sound of a pickleball paddle strike is less like the low-frequency strike of a tennis racket, and, instead more like the high-frequency strike of a ping pong paddle," the suit says.

"The sound of the abrupt, high-frequency and irritating sound of paddle strikes on the pickleball courts can be heard on the plaintiffs' property both inside and outside of their home," the suit continues.

Court records further state the pickleball courts were originally open from 10 a.m. to 10 p.m., but hours were expanded to allow pickleball play to begin at 8 a.m. on Mondays and 9 a.m. every other day.

The defendants denied claims of the courts opening before 10 a.m., saying in the suit that the courts operate from 10 a.m. to 10 p.m. Tuesday to Sunday.

The plaintiffs state in the suit that despite the noise issues, the club continues to actively promote pickleball play. At night, the suit adds, bright lights shine into their home, assertions the defendants also deny.

"The ongoing use of the pickleball courts has resulted in unreasonable interference with the plaintiffs' use and enjoyment of their property and home, including the irritating noise of paddle strikes, the noise of boisterous players and spectators, and the light emanating from the courts at night," the suit states.

In his scheduling order, Judge Early noted the case involves complicated liability and damages issues, and that numerous expert witnesses are expected to be called.

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN)
)
Dale Theesfeld and Marilyn Theesfeld,) CIVIL ACTION COVERSHEET
Plaintiff(s))
) 2015-CP - 02- 01605
vs.)
)
Woodside Golf, LLC,, d/b/a The Reserve Club at Woodside Plantation, and Sidewood Development, LLC,)
Defendant(s))

Submitted By: William C. Dillard, Jr. SC Bar #: 78986
Address: Belser & Belser, P.A., P.O. Box 96, Columbia, SC 29202 Telephone #: 803-929-0096
Fax #: 803-929-0196
Other:
E-mail: will@belserpa.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply)*

***If Action is Judgment/Settlement do not complete*

☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20____-NI-_____-_____

- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

Torts – Personal Injury
- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☒ Other (499) **Nuisance**

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899)

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799)

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)

Vehicle damage

- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Sexual Predator (510)

FILED 7.7.15
Liz Godard
C.C.C.P. & G.S.
12:25PM
Deputy Clerk

Submitting Party Signature: William C. Dillard **Date:** July 6, 2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	Case Number 2015-CP-02-01605
Dale Theesfeld and Marilyn Theesfeld,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	**SUMMONS**
	)	
Woodside Golf, LLC, d/b/a The Reserve Club at Woodside Plantation, and Sidewood Development, LLC,	)	
	)	
Defendants.	)	

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the Subscriber at his office, 1901 Main Street, Suite 1550, Columbia, South Carolina, within thirty (30) days after service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff herein will apply to the Court for default judgment for the relief demanded in the Complaint.

BELSER & BELSER, P. A.

William C. Dillard

William C. Dillard, Jr.
1901 Main St., Suite 1550 (29201)
Post Office Box 96
Columbia, South Carolina 29202
803-929-0096
Attorney for the Plaintiff

Columbia, South Carolina

July 6, 2015

FILED 7.7.15
C.C.C.P. & G.S.
12:25pm
Deputy Clerk

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	Case Number 2015-CP-02-01605
Dale Theesfeld and Marilyn Theesfeld,	)	
Plaintiffs,	)	
v.	)	**COMPLAINT**
	)	(Jury Trial Demanded)
Woodside Golf, LLC, d/b/a The Reserve Club at Woodside Plantation, and Sidewood Development, LLC,	)	
Defendants.	)	

The plaintiffs, complaining of the defendants, hereby allege as follows:

1. Plaintiffs Dale and Marilyn Theesfeld own and reside at a home located at 196 Highland Reserve Court in Aiken, South Carolina ("the home").

2. On information and belief, Woodside Golf, LLC ("the Club") is a South Carolina limited liability company doing business under the name of The Reserve Club at Woodside Plantation.

3. On information and belief, the Club owns a tract of real property in Aiken County (Tax Map No. 107-14-11-001) on which it operates a clubhouse, golf course, pool, and various recreational amenities for its members ("the Club property").

4. On information and belief, Sidewood Development, LLC ("the Developer") is a South Carolina limited liability company.

5. On information and belief, the Developer owns a tract of real property in Aiken County (Tax Map No. 107-14-11-002) which serves as common area property for the Woodside Plantation community ("the common area property").

6. On information and belief, the Club property and common area property sit adjacent to one another, and some of the recreational amenities operated by the Club, such as the pool and tennis courts, are located entirely or in part on the common area property.

7. The plaintiffs' home sits on a lot, approximately 0.28 acres in area, just south of the first tee of the golf course on the Club property. Beyond the golf course fairway sits the Club's clubhouse and the aforementioned Club recreational

FILED 7.7.15
Liz Hodard
C.C.C.P. & G.S.
12:25pm

amenities located on the Club property and common area property.

8. The plaintiffs purchased their newly constructed custom home on January 29, 2008, from Woodside Venture, LLC, a South Carolina limited liability company.

9. On information and belief, Woodside Venture, LLC, the Developer, and the Club are amalgamated in interests so as to blur the distinction between these entities and their activities.

10. At the time the plaintiffs agreed to purchase the home, Woodside Venture, LLC, the Developer, and one or more other amalgamated entities advertised the home and lot in a sales brochure as being in a location where a resident could "[s]ettle in and enjoy the outdoor living area." The plaintiffs relied on this representation in agreeing to purchase the home.

11. Since purchasing the home, the plaintiffs have gone to considerable efforts to maintain and improve the outdoor areas of the property with flower gardens and other landscaping, benefiting not only themselves but also users of the Club property and common area property.

12. At all times relevant hereto, the plaintiffs have understood that their home is nearby to a clubhouse, a golf course, golf cart paths, tennis courts, a pool, areas used for croquette and bocce ball, and other recreational and social amenities, and have not complained about the reasonable noise levels associated with normal use and maintenance of these amenities.

13. Between January 2008 and December 2014, the plaintiffs enjoyed daily use of the indoor and outdoor living areas of their home. While the plaintiffs made occasional reasonable complaints to the Club about isolated incidents of excessive noise during this period, these issues were always resolved.

14. Between January 2008 and December 2014, the plaintiffs found great peace and relaxation in spending time in their back patio area and back yard, and in fact had purchased the home as a retirement home with this specific purpose in mind.

15. On or about December 18, 2014, the defendants opened up three new recreational courts, immediately south of the existing tennis courts and north of the first tee of the Club's golf course, to be used for a sport known as pickleball ("the pickleball courts").

16. On information and belief, the pickleball courts are operated and maintained by the Club and are located in part on the Club property, but are also located in part on the common area property owned by the Developer.

17. On information and belief, pickleball is a sport in which two to four players use solid wood or composite paddles to hit a perforated polymer ball over a net.

18. On information and belief, the sound of a pickleball paddle strike is less like the low-frequency strike of a tennis racket and, instead, more like the high-frequency strike of a ping pong paddle.

19. In December 2014, the paddleball courts were opened for play seven days per week from 10:00am until 10:00pm, and these hours have since been expanded to allow play to begin at 8:00am on Monday and at 9:00am on Tuesday through Sunday. The courts are frequently and consistently used during such hours.

20. During nighttime hours, the pickleball courts are lit with bright lights that also shine light on the plaintiffs' property and home.

21. Unlike typical tennis courts, including the Club tennis courts near the plaintiffs' home, the pickleball courts attract boisterous, noisy crowds of players and spectators.

22. On information and belief, the pickleball courts are approximately 250 feet from the plaintiffs' property.

23. The sound of the abrupt, high-frequency and irritating sound of paddle strikes on the pickleball courts can be heard on the plaintiffs' property both inside and outside of their home.

24. The ongoing use of the pickleball courts has resulted in unreasonable interference with the plaintiffs' use and enjoyment of their property and home, including the irritating noise of paddle strikes, the noise of boisterous players and spectators, and the light emanating from the courts at night.

25. As the use of the pickleball courts has become increasingly popular since December 2014, the occurrences of excessive noise from the courts have become more frequent.

26. In spite of being aware of the disturbance to the plaintiffs' use and enjoyment of the home, the Club has continued to operate the pickleball courts and has actively promoted the increased use of the courts by new players, and the Developer has continued to allow the pickleball courts to operate on its property.

27. As a direct and proximate result of the aforementioned actions and omissions on the part of the defendants, the plaintiffs' property has diminished in value, and the plaintiffs have suffered and continue to suffer the loss of use and enjoyment of their property and home.

28. Accordingly, the plaintiffs are entitled to an award of injunctive relief to the extent the Court deems appropriate, as well as an award of direct, consequential special and punitive damages, costs, expenses and prejudgment interest.

FOR A FIRST CAUSE OF ACTION
Private Nuisance

29. The plaintiffs reallege and incorporate by reference the allegations of the above paragraphs.

30. On information and belief, by and through the actions and omissions described hereinabove, the defendants have willfully, wantonly, recklessly and intentionally caused an unreasonable interference with the plaintiffs' use and enjoyment of their property and home.

31. As a direct and proximate result of said interference, the plaintiffs' property has been and continues to be diminished in value, and the plaintiffs have suffered and will continue to suffer the loss of full use and enjoyment of their property and home.

32. On information and belief, there is no adequate remedy at law for the aforementioned unreasonable interference with the plaintiffs' use and enjoyment of their property.

33. Consequently, the defendants' actions constitute a private nuisance, and the plaintiffs are entitled to equitable relief to the extent the Court deems appropriate or, in the alternative, an award of direct, consequential, special and punitive damages in the amount to be determined by the jury, costs, expenses and prejudgment interest.

WHEREFORE, the plaintiffs pray that this Court:

A. Grant the plaintiffs judgment on their cause of action against the defendants;

B. Issue preliminary and permanent injunctions prohibiting the defendants from continuing to operate and allow operation of the pickleball courts on their properties;

C. Grant the plaintiffs an award of direct, consequential, special and punitive damages, prejudgment interest, expenses and costs; and

D. Grant the plaintiffs such other and further relief as may be proper.

[Attorney signature to follow]

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Columbia, South Carolina

July 6, 2015

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BANK OF AMERICA PLAZA
1901 MAIN STREET, SUITE 1550
COLUMBIA, SC 29201

July 6, 2015

The Honorable Liz Godard
Aiken County Clerk of Court
PO Box 583
Aiken, SC 29802-0583

Re: *Dale Theesfeld and Marilyn Theesfeld v. Woodside Golf, LLC, d/b/a the Reserve Club and Woodside Plantation, and Sidewood Development, LLC* (Civil Action No. 2015-CP-02-____)

Dear Ms. Godard:

Please find enclosed the original and one copy of the following documents in the above referenced matter:

1.) Summons;

2.) Complaint; and

3.) Civil Action Coversheet.

Please file the original and return a clocked copy to me in the enclosed stamped self-addressed envelope. I have also enclosed a check for the $150 filing fee.

Thank you very much for your assistance with this matter.

Sincerely,

William C. Dillard

William C. Dillard, Jr.

WCD/sra
Enclosures
cc: Dale and Marilyn Theesfeld (via email)
sradocs/ser/15078/aikencoc 150706

Clerk : Llz Godard
P O Box 583
Aiken, SC 29802
(803) 642-1715

DUPLICATE

Received From:	Dillard, William Clayton Jr.			Date: 7/ 7/2015
	PO Box 96			Receipt #: 46004
	Columbia, SC 29202			Clerk: c02scato
Paying for:	Theesfeld, Dale			
Transaction Type:	Payment		Reference #: 21995	
Payment Type:	Check	$150.00	Comment:	
Total Paid:		$150.00	Non-Refundable	

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2015CP0201605	Dale Theesfeld , plaintiff, et al VS Woodside Golf LLC , defendant, et al	**$150.00**	**$150.00**	**$0.00**
Total Cases:	**1**	**$150.00**	**$150.00**	**$0.00**

STATE OF SOUTH CAROLINA COUNTY OF AIKEN DALE THEESFELD AND MARYILYN THEESFELD, PLAINTIFFS, VERSUS WOODSIDE GOLF, LLC, d/b/a THE RESERVE CLUB AT WOODSIDE PLANTATION, AND SIDEWOOD DEVELOPMENT, LLC, DEFENDANTS.	IN THE COURT OF COMMON PLEAS SECOND JUDICIAL CIRCUIT CASE NO.: 2015-CP-02-01605 **AMENDED ANSWER OF DEFENDANTS WOODSIDE GOLF, LLC AND SIDEWOOD DEVELOPMENT, LLC (Jury Trial Demanded)**

COME NOW the Defendants, pursuant to Rule 15(a), South Carolina Rules of Civil Procedure, amending their Answer to the Complaint of the Plaintiffs and respectfully show unto the Court as follows:

FOR A FIRST DEFENSE

1. Plaintiffs' Complaint against these Defendants fails to state a cause of action upon which relief may be granted.

FOR A SECOND DEFENSE

2. The Defendants adopt the allegations contained hereinabove, where relevant, as fully as if repeated herein verbatim.

3. The Defendants deny each and every allegation of the Plaintiffs' Complaint that is not hereinafter specifically and expressly admitted.

4. Upon information and belief, the Defendants admit the allegations of paragraph 1 of the Plaintiffs' Complaint.

FILED 9.10.15
C.C.C.P. & G.S.
12:45PM
Deputy Clerk

5. The Defendants admit the allegations of paragraphs 2, 3, 4, 5, 6, and 7 of the Plaintiffs' Complaint.

6. Upon information and belief, the Defendants admit the allegations of paragraph 8 of the Plaintiffs' Complaint.

7. The allegations of paragraph 9 of the Plaintiffs' Complaint constitute a legal argument requiring no response from the Defendants.

8. The Defendants lack sufficient information to form a belief as to whether the alleged sales brochure or representation were made and whether the Plaintiffs relied upon said representation in purchasing their home. The Defendants therefore deny the allegations of paragraph 10 of the Plaintiffs' Complaint and demand strict proof thereof.

9. The Defendants lack sufficient information to form a belief with respect to the allegations of paragraph 11 of the Plaintiffs' Complaint and therefore deny said allegations and demand strict proof thereof.

10. Upon information and belief, the Defendants admit as much of paragraph 12 of the Plaintiffs' Complaint as can be construed to allege that the Plaintiffs purchased and occupied their home with knowledge and understanding that their home is near or adjacent to a clubhouse, golf course, golf cart paths, tennis courts, a pool, bocce ball and croquet areas and other recreational and social amenities. The Defendants deny the remaining allegations of paragraph 12.

11. The Defendants lack sufficient information to form a belief with respect to the allegations of paragraphs 13 and 14 of the Plaintiffs' Complaint, and therefore deny such allegations and demand strict proof thereof.

12. The Defendants admit the allegations of paragraphs 15 and 16 of the Plaintiffs' Complaint.

13. Upon information and belief, the Defendants admit the allegations of paragraph 17 of the Plaintiffs' Complaint.

14. The Defendants lacks sufficient information to form a belief as to the frequency or nature of a pickleball paddle strike, and therefore deny the allegations of paragraph 18 of the Plaintiffs' Complaint and demand strict proof thereof.

15. The Defendants admit as much of paragraph 19 of the Plaintiffs' Complaint as can be construed to allege that the subject playing courts were opened in December 2014 and are open from 10:00 a.m. to 10:00 p.m. Tuesday through Sunday. The Defendants deny the remaining allegations of paragraph 19.

16. The Defendants admit as much of paragraph 20 of the Plaintiffs' Complaint as can be construed to allege that the pickleball courts are lit when in use during low light and nighttime operating hours. The Defendants deny the remaining allegations of paragraph 20.

17. The Defendants deny the allegations of paragraph 21 of the Plaintiffs' Complaint.

18. The Defendants admit the allegations of paragraphs 22 of the Plaintiffs' Complaint.

19. The Defendants deny the allegations of paragraphs 23, 24, and 25 of the Plaintiffs' Complaint.

20. The Defendants admit as much of paragraph 26 of the Plaintiffs' Complaint as can be construed to allege that the Club has continued to operate the

pickleball courts and that the Developer has continued to allow the pickleball courts to operate on its property. The Defendants deny the remaining allegations of paragraph 26.

21. The Defendants deny the allegations of paragraph 27 and 28 of the Plaintiffs' Complaint.

22. Paragraph 29 of the Plaintiffs' Complaint requires no response from the Defendants.

23. The Defendants deny the allegations of paragraphs 30, 31, 32, and 33 of the Plaintiffs' Complaint.

FOR A THIRD DEFENSE (Assumption of Risk)

24. The Defendants adopt the allegations contained hereinabove, where relevant, as fully as if repeated herein verbatim.

25. Further and affirmatively responding to the Plaintiff's Complaint, the Defendants would allege and assert, on information and belief, the Plaintiffs knew and appreciated the risks and dangers of the course of conduct engaged, to wit; purchasing and occupying their home with knowledge and understanding that their home was located near or adjacent to a clubhouse, golf course, golf cart paths, multiple tennis courts, a pool, bocce ball and croquet areas and other recreational and social amenities owned and operated by the Defendants for the benefit and enjoyment of residents, members, and guests; on the date in question and did proceed in disregard of said risks of injury and did thereby assume the risk of injury. The Plaintiffs are therefore barred from recovery.

FOR A FOURTH DEFENSE

26. The Defendants adopt the allegations contained hereinabove, where relevant, as fully as if repeated herein verbatim.

27. The Defendants allege that an award of punitive damages would constitute an impermissible and excessive fine under the Eighth Amendment of the Constitution of the United States, and such damages would further be a violation of the Due Process and Equal Protection Clauses of the Fifth and Fourteenth Amendments, respectively, of the United States Constitution, as well as the applicable corresponding sections of the Constitution of the State of South Carolina, Article 1, § 3.

28. The Plaintiffs' claim for punitive damages violates the Defendants' right to access to the Courts guaranteed by the Seventh and Fourteenth Amendments because the threat of an award of unlimited punitive damages interferes with the Defendants' exercise of that right.

29. The Plaintiffs' claim for punitive damages violates the Due Process and Equal Protection Clauses of the Fourteenth Amendment for the following reasons:

a. the standard or test for determining the requisite mental state of the Defendants for imposition of punitive damages is void for vagueness; and

b. insofar as punitive damages are not measured against actual injury to the Plaintiffs and are left wholly to the discretion of the jury, there is no objective standard that limits the amount of such damages that may be awarded, and the amount of punitive damage that may be awarded

is indeterminate at the time of the Defendants' alleged conduct.

WHEREFORE, having fully answered, the Defendants pray that they be discharged without costs.

BRAITHWAITE LAW FIRM

By: _____

Robin A. Braithwaite
Taylor S. Braithwaite
Counsel for Defendants
Woodside Golf Club, LLC, and
Sidewood Development, LLC
P.O. Box 324
Aiken, South Carolina 29802
(803) 649-4144

September 9, 2015
Aiken, South Carolina

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing **AMENDED ANSWER,** were forwarded to all counsel of record listed below by depositing a copy of same in the United States Mail with proper postage affixed thereto this 9th day of September, 2015:

William C. Dillard, Esquire
Belser & Belser, P.A.
Post Office Box 96
Columbia, South Carolina 29202
Counsel for Plaintiff

Taylor S. Braithwaite

FILED 9.10.15
C.C.C.P. & G.S.
12:45pm
Deputy Clerk

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September 9, 2015

The Honorable Elizabeth C. Godard
Aiken County Clerk of Court
Post Office Box 586
Aiken, South Carolina 29802

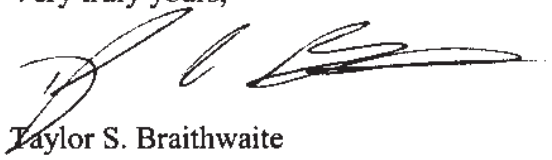
RE: Dale Theesfeld and Marilyn Theesfeld v. Woodside Golf, LLC, d/b/a The Reserve Club at Woodside Plantation, and Sidewood Development, LLC
Case No.: 2015-CP-02-01605

Dear Ms. Godard:

Enclosed please find the original and one copy of the Defendants' Amended Answer for filing in the above captioned case. Please return a filed copy to me in the envelope provided. Should you have any questions in regard thereto, please feel free to give me a call.

With best regards, I remain

Very truly yours,



Taylor S. Braithwaite

TSB

Pickleball in the News

What the media and public are saying



Thursday, 19 March 2019 - Charlotte Sun

Pickleball committee wants ‘acoustical’ study for park

Study estimated to cost Punta Gorda up to $4,000

By DANIEL SUTPHIN

Punta Gorda’s new pickleball committee isn’t wasting any time when it comes to finding solutions for game play at Gilchrist Park.

The seven-person committee, formed on March 6, has requested funds from the city to conduct an acoustical study at the park at 400 W. Retta Esplanade, with the goal of determining just how offensive or inoffensive all those pickleball pops might be.

Members of the committee refused to comment.

At Wednesday’s City Council meeting, council members will have to decide whether to budget the potential $4,000 estimated cost for the study. The meeting begins at 9 a.m. at Council Chambers, 326 W. Marion Ave.

“The study’s preliminary cost estimates reflect a range of $3,500 to $4,000,” said City Communications Manager Melissa Reichert. “If the City Council approves funding, the city’s procurement division will competitively bid the request.”

Noise issues have been an ongoing problem for homeowners along West Retta since the courts opened in 2015. The question of conducting a study has been discussed by council members in the past.

“Are we ever going to do an actual scientific study about the noise level, something that could hold up in court if we ever had to deal with that issue?” asked Vice Mayor Lynne Matthews at a Feb. 20 council meeting. “I haven’t seen any statistics that prove that the noise is to the level that it’s being alleged to be at.”

Keane Acoustics of Oldsmar has already made contact with the committee. In a March 14 letter from Michael Keane to Deb Sarkezian (of the committee), Keane wrote they could provide acoustical consulting services on an hourly basis.

Keane Acoustics works with clients through consultations, design meetings, installation, and maintenance tutorials for commercial or residential sound systems and acoustics.

“Ideally, all eight of the pickleball courts should be in use and enough players should have a combination of older and newer balls and paddles to help quantify the difference in sound level between the various types of equipment,” Keane wrote.

They would then put together a report summarizing the findings and provide recommendations for the committee, including documentation of sound level readings and discussion regarding the level of impact caused by pickleball.

In February, the City Council decided to construct a sound barrier along the southwest side of the courts to dampen the noise.

The committee includes one representative from each of the five council districts, as well as two at-large members who are also city residents. The committee was given 90 days to identify shortand long-term solutions for pickleball in Punta Gorda.

Email: dsutphin@sun-herald.com

Ideally, all eight of the pickleball courts should be in use and enough players should have a combination of older and newer balls and paddles to help quantify the difference in sound level between the various types of equipment

— Michael Keane of Keane Acoustics of Oldsmar

Saturday, 23 March 2019 - Charlotte Sun

Ssh ... bonk, bonk, woo-hoo, bonk, bonk ... cha-ching!

Punta Gorda OKs $4,000 to study pickleball noise

By DANIEL SUTPHIN

Punta Gorda is funding an acoustical study at Gilchrist Park to determine just how much of a noise impact pickleball has in the area.

Suggested by the city's newly appointed pickleball committee, the study could cost the city up to $4,000. The next step is to bid out the contract to appropriate firms.

"We believe that it will provide scientific data that will be important to guiding the (City) Council's deliberations on an ultimate decision (for pickleball)," said committee member Donna Peterman.

Part of the committee's fact-finding mission is to search out places where pickleball would be appropriate within the city limits.

"(We) think this would be important data to have before we identify any other locations," Peterman said. "We are fact-finding and this, frankly, is a fact that we don't have. We are requesting the funds now, so we can capture conditions at Gilchrist Park pre- and post-noise abatement."

The city has also recently approved construction of sound barrier fencing (noise abatement) along the southwest side of the courts, located at 400 W. Retta Esplanade in Punta Gorda.

City staff will also be setting up a camera, to be purchased by an unnamed committee member, at the courts for two weeks to capture how often the courts are used throughout each day.

When that camera goes up is still being determined, as are the timelines for the sound barrier and the study.

"The thought behind the camera was that we wanted to validate (whether or not people) are playing 12 hours a day, seven days a week, (as stated by the community)," Peterman said. "We really want to capture, for our own knowledge, to know when is peak play."

As the city searches for the appropriate firm to conduct the study, they will be considering the noise levels, but also the environmental and health impact of the noise.

"(The firm) has to be someone who specializes in looking at environmental noise and community noise impact," said Council Member Jaha Cummings. "We (already) know there is noise. The residents affected by it have testified to that."

How loud is too loud? Punta Gorda hopes a noise study will offer that answer for the controversial pickleball courts at Gilchrist Park.

Thursday, 28 March 2019 - Charlotte Sun

Prepping courts for pickleball

By STEVE REILLY

STAFF WRITER

ENGLEWOOD — Thirty or more people turned out Monday morning at the Tringali Recreational Center to play a few games of pickleball in the center's gymnasium.

Soon they will be able to play outside as well.

"It's increasing in popularity," Englewood East resident Steve Bell said.

He's been playing for three years at Tringali or the Englewood Sports Complex or Rotonda West or the Englewood YMCA. Winter, summer or any other season, it's not unusual to see 30 or more people lining up at Tringali for two-player pickle ball competitions, Bell said.

That's why county parks officials decided to make more courts available outdoors at Tringali. A three-member Orlando-based NIDY Sports Construction crew spent Monday beginning to transform the center's four tennis courts into multi-purpose courts that will allow for both tennis or pickleball.

Pickleball might be described as a hybrid of badminton, tennis and ping-pong. It's played on a badminton-size court with a net about 34 inches high and a plastic ball.

According to the USA Pickleball Association website, Washington state businessman Bill Bell and then Washington congressional representative Joel Pritchard are credited with creating the sport in 1965 after returning to Pritchard's home after playing a weekend round of golf. They found their families bored, "sitting around and doing nothing."

"The property had an old badminton court so Pritchard and Bell looked for some badminton equipment and could not find a full set of rackets," the USAPA website stats.

"They improvised a game and started playing with ping-pong paddles and a perforated Wiffle ball."

"As the weekend progressed, the players found that the ball bounced well on the asphalt surface and soon the net was lowered to 36 inches. The following weekend, Barney McCallum was introduced to the game at Pritchard's home. Soon, the three men created rules, relying heavily on badminton.

They kept in mind the original purpose, which was to provide a game that the whole family could play together."

Since that improvisational weekend, the sport grew fast, especially among retirees, and Charlotte County is attempting to keep up pace with its growth.

Charlotte County hosts the Peace River Picklers League at its South County Regional Park. All other pickleball activities and competitions are scheduled through county recreational programming.

The county now has 65 outdoor “blended courts” at the Ann & Chuck Dever Regional, Bissett, Harbour Heights, Harold Ave., Midway, McGuire, Port Charlotte Beach, Rotonda, South County Regional, and Tringali parks. The county also has 10 indoor courts available to pickleballers.

Charlotte intends to provide 16 additional outdoor courts and four more indoor courts.

County recreational staff has also purchased portable nets that are left at the courts in Rotonda West and at Port Charlotte Beach parks as a pilot program.

Pickleball at Gilchrist Park comes under the purview of the city of Punta Gorda.

The cost is nominal to reline tennis courts to accommodate pickleball when the courts are scheduled for resurfacing. Resurfacing can run the county $12,000 or more, while the lining of courts for pickleball can add only a couple of hundred dollars to the resurfacing.

‘Pickleball noise creates a human health risk,’ study says

Stroke-survivor speaks out against Gilchrist Park pickleball play

By DANIEL SUTPHIN - Thursday, 18 April 2019

STAFF WRITER

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, sciencebased 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. “Pickleball is only a game, but the stakes for the residents of the Historic District are more dire.”

Email: Daniel.Sutphin@yoursun.com



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.

Charlotte Sun | Page A02 Saturday, 13 May 2019

Is downtown Punta Gorda too loud?

By DANIEL SUTPHIN

STAFF WRITER

John Chalifoux's biggest question for bar owners in downtown Punta Gorda is, how loud does the music really need to be?

"How loud do they have to have it? When it gets to be 2 a.m. and I'm woken up by bass (heavy) music, I've had enough," said Chalifoux, who lives in the city's Historic District.

At Wednesday's City Council meeting, council members will discuss potential resolutions to moderate loud music in the city's central business district.

The meeting begins at 9 a.m. at City Hall, 326 W. Marion Ave.

Many of the bars and restaurants in the downtown area consistently host live bands and music at night and on weekend afternoons.

Leroy's Southern Kitchen and Bar posted a message on Facebook encouraging people to come to the council meeting to speak against a noise crackdown.

The post stated, "Downtown is (a) business district and that's what happens within a business district. We already have to stop by 11. Now they want to make it 9 p.m. Let's just stifle business some more."

In the city's agenda documents, no cut-off times are listed as part of the City Council's discussion.

Of the city's 31 noise complaints since 2018, Chalifoux has filed the most as an individual, with 11 total, five of which were just this year.

"I'm trying to be reasonable but in the same token, I don't think they (bar owners) are extending the reason back to us," Chalifoux said.

Currently, the city allows business owners to "police themselves," a decision made by a consensus of local business representatives, according to Wednesday's agenda documents.

"As a contractor, we have requirements and if you don't meet them, there are consequences," said Chalifoux, a construction company owner.

"(I called one restaurant) and the manager said we have no requirements or obligations to turn the music down," Chalifoux said. "I could hear it from my house, which is seven or eight blocks away. You don't think that's too loud?"

City code states it is unlawful for any person to make, cause or permit noise or sounds that are offensive beyond the location of where the sounds are being created.

“I think it’s about time that city has an ordinance because this ‘self-policing’ doesn’t work,” Chalifoux said. “The City Council is spending money on pickleball noise and that’s during the day. How many residents does that affect?”

Currently, the city is considering ways to limit the noise created by pickleball at the courts in Gilchrist Park, which stretches along West Retta Esplanade across the street from homeowners in the city’s Historic District.

“A lot of my neighbors complain about the music too, but they don’t want to do anything about it. They don’t want to contact the police,” Chalifoux said. “You see my name so much in the city’s list of noise complaints because I’ve been documenting it. The only way to do that is to call the police and make it part of the city’s records.”

Email: dsutphin@sun-herald.com



Local band Zombie University often plays at Dean’s South of the Border in Punta Gorda. Dean’s has bands booked on a nightly basis. The regular music coming from the restaurants in Punta Gorda’s downtown district has become a nuisance for some homeowners in the area.

Charlotte Sun | Page A06 Thursday, 16 May 2019

Sports Can Be Ticket To New Revenue Records

OUR POSITION: An increase in the number of visitors to Charlotte and Sarasota counties bodes well for the prospects of making the area a magnet for sports events.

They just keep coming. Despite possible images of the past year's red tide outbreak and news about blue-green algae dancing in their heads, visitors were drawn to Charlotte County in record numbers.

The Punta Gorda/Englewood Beach Visitor and Convention Bureau announced last week that, for the first time ever, more than $1 million in tax revenues was collected by our hotels and vacation rentals in March. To be precise, tourist development tax revenues totaled $1,009,357 for the month. That is a 5.43 percent increase from March of 2018, according to a press release by the bureau.

Charlotte County charges a 5 percent tourist development tax on accommodations people rent for 6 months or less and, of course, there is a 7 percent sales tax in the county. Charlotte takes the first 3 percent of tourist tax for promotion and marketing and the other 2 percent to pay off debt service on Charlotte Sports Park.

"It was a miserable winter up north and warmer temperatures typically drive visitation to Southwest Florida . . ." Wendie Vestfall, director Punta Gorda/ Englewood Beach Visitor and Convention Bureau, said in the release.

More than the weather, though, Charlotte County benefited from the increasing attention paid to us by sports teams. The biggest draw continues to be the annual Snowbird Baseball Classic. The event attracts college baseball teams from all over the nation as they try to work out the winter kinks in a warmer climate. Teams arrive at various times between Feb. 13 and March 22 and schedule games at local venues that are open to the public.

Another event that is getting more and more notoriety each year is the SpringFling Women's Collegiate Lacrosse free for all that is played March 10-22.

Vestfall said in a press release that those two events alone accounted for a $16 million economic impact and $10.5 million in direct expenditures for accommodations, food and other sports expenses.

And it doesn't end there by any means.

The Sugar Bert boxing tournament returns in June at the Charlotte Harbor Event and conference Center with more than 300 boxers expected to compete. And, May 18, a pro beach volleyball tournament is planned for the waterfront grounds at Four Points Punta Gorda Harborside. That event will be televised on several area outlets.

"Sports has been a big target of ours for a while," Vestfall said.

Sean Doherty, sales and sports marketing manager and a veteran of 14 years with the bureau, is on the road right now at a national conference to promote Charlotte County and look for other possible sports events he can lure to our warm weather.

We already have great facilities here but North Port will soon have a 25-meter pool capable of hosting swim meets and, when it is built, the hurricane shelter/ fieldhouse at Babcock Ranch could draw indoor sports events like volleyball and wrestling just to mention two possibilities. Also, the pickleball courts will soon be open for play in Punta Gorda and its founders tout that facility as good enough to host national tournaments.

A real sports mecca. That could be Charlotte County's ticket to new records for visitors and tax income.

Nixing the noise: Sound fence construction underway at Gilchrist pickleball courts

By DANIEL SUTPHIN

STAFF WRITER

PUNTA GORDA — The pickleball courts at Gilchrist Park in Punta Gorda will be closed this week while the city installs a sound abatement fence to reduce noise complaints.

The courts are scheduled to reopen Friday, weather permitting.

Noise stemming from play at the courts has been at the center of controversy among some Historic District homeowners along West Retta Esplanade, pickleball players and the City Council since December 2018. That's when council members decided to close the courts for two days at Christmas, only to reverse that decision in a special meeting a few days later.

Since that special meeting, the City Council has approved multiple strategies to dampen pickleball noise, including the sound abatement fence, commonly called an "acoustifence."

For homeowners, the issue goes back to when the courts opened in 2015.

"We've been fighting this for years now and it seems to be going nowhere," said Christy Federici, who lives across the street from the courts. "It was delightful this morning (with the courts closed). I didn't get woken up at 8 a.m. with the banging (of pickleballs). It's unfortunate for the acoustifence because it's going to look horrible."

Avid pickleballer and Punta Gorda resident Sue Carmen is happy the city is making moves to resolve the issues at Gilchrist.

"I can't answer for the entire pickleball community," Carmen said, "but personally I'm happy that the city is providing a sound fence so that the neighbors will no longer have sound issues. If it means missing a week of play, I (would) gladly do that so everyone can enjoy the outcome and Gilchrist Park."

In February, the City Council approved the purchase and development of two, 10-foot-tall sound barrier walls along the southwest sides of the eight courts to be funded through the city's 1-percent sales tax.

The city contracted ERS Construction of Charlotte County for the project, which is expected to cost just over $35,000, according to City Communications Manager Melissa Reichert.



Signs and caution tape marked off the eight pickleball courts at Gilchrist Park on Monday morning along West Retta Esplanade. The courts will be closed until Friday so the city of Punta Gorda can construct sound abatement fencing along the southwest part of the courts.

The city's plan also includes restricting parking on the grass at Gilchrist and forming a committee to determine long-term solutions for keeping the game within the city limits but potentially out of Gilchrist Park.

On March 6, the City Council established its pickleball committee as a fact-finding initiative. The committee wants to conduct a noise impact study, and has 90 days to collect and present its findings to the city.

Access to the Gilchrist courts could have some interruptions in the near future as the city begins renovating more of the park, tentatively scheduled for August.

"There will be no direct effect on the renovations or access to the courts," Reichert said. "As the park is being developed, there will continue to be access to the courts and the playground. There will be a few limited times when the courts and the (Gilchrist Park) playground will be closed for drainage work and elevation changes, etc. Those times should be limited to one or two day closures only."

City staff expects to close four of the eight courts — those closest to Charlotte Harbor — upon the opening of Pickleplex of Punta Gorda at Florida Southwestern State College, which was last reported to be in May.

Pickleplex has yet to open and an official opening date was not available Monday.

From neighbors to strangers?

By DANIEL SUTPHIN

STAFF WRITER

The future of living along West Retta Esplanade in Punta Gorda is finished, according to some homeowners. Residents of the Historic District spoke out against a new bed and breakfast being proposed at 751 W. Retta Esplanade across the street from the Bayfront Center and Boat Club buildings on Charlotte Harbor.

“Retta is finished as a residential area,” said Lou Brancaccio. “We know that— Carmelo’s (Italian Ristorante), pickleball (at Gilchrist Park), parking on the streets, freeloading sailboats in Charlotte Harbor — it’s a shame.”

Kim Devine, who had owned the home being proposed as a B&B for 22 years, presented details for the project at Tuesday’s City Planning Commission meeting, seeking approval of a special exception request that would allow the development in the area.

The planning commission approved the recommendation, specifying only eight rooms be available instead of the 10 that were proposed. The next step will be to bring the proposal before the City Council for a public hearing at the June 5 meeting at Council Chambers (326 W. Marion Ave.) at 9 a.m.

“As a Bed and Breakfast Inn, there will be all private suites with their own restroom and there will be no open space other than the little breakfast area and happy hour will be on the porch or the pool,” Devine said. “I saw this as more conducive to the neighborhood (rather than an Airbnb). It’s going to be beautiful.” Devine spoke on behalf of the house’s current owner, 751 W. Retta Esplanade FL, a company owned by John Larmore of ATA Fishville, which owns Fishermen’s Village.

She said they could be using the house as an Airbnb or a short-term rental property, which has less regulation than that of a bed and breakfast.

“This situation with Airbnb,” Devine said, “(is) 20 or 30 people could get together and rent this house and they can have a party there because it’s open space.”

The site was formerly used as a single-family residence, according to the planning commission agenda documents.

In 1999, a guest cottage was added to the site with the idea of using the property for a bed and breakfast. At that time, the use was permitted within the original Historic Overlay designation. This was before the city reduced the district boundaries.

The two-structure building is no longer a part of the Historic District, but sits along it, between Berry and Dolly Streets.



The two-structure building at 751 W. Retta Esplanade in Punta Gorda where a new bed and breakfast is being proposed.

“Part of why we value living in that neighborhood is that we are surrounded by neighbors that we know and neighbors who are friends,” said Historic District homeowner Larry Jaegar. “This proposal takes away neighbors and replaces them with transient strangers.”

“Imagine my world and my wife’s world if this is approved,” said Craig Ivey, who owns the neighboring property. “... (eight) couples, complete strangers, right next door to us. Our master bedroom is connected to this property ... complete strangers.”

Devine said that security will be provided by Fishermen’s Village who will serve as manager for the building.

“We haven’t really gotten into the ‘nitty gritty’ of exactly who’s job that is going to be but there will be a manager for that property that will be responsible for that property,” Devine said.

The cost to stay there is still being determined as well, according to Devine, but they have been considering between $400 and $550 a night.

“First of all, that breakfast better be damn good,” said Edward Weiner, of the city’s planning commission, laughing. “I ain’t staying there for 400 bucks but I think that if this is carried out in a fashion that it’s purported to do and the room rates are as stated, I think you are going to have some people that are coming from far away that you would be proud to walk down the street with.”

PicklePlex set to open in Punta Gorda

By DANIEL SUTPHIN

STAFF WRITER

It won't be long before it's game on at PicklePlex at the Florida SouthWestern State College campus in Punta Gorda.

Come June 1, the first 16 courts will be open to the public.

"We are preparing to paint the lines and hanging the court sponsorship signs," said Tim Kegeris, president of the PicklePlex organization, in a May 23 email.

The courts were originally set to open in February land leased from Florida SouthWestern State College (26300 Airport Road) in Punta Gorda but construction setbacks continued to cause delays.



The first 16 courts are expected to open June 1 at the PicklePlex at the Florida Southwestern State College campus in Punta Gorda.

There was never a definite schedule to open the courts, according to Kegeris.

The courts will be open from 7 a.m. to 10 p.m. daily.



Progress continues on the first phase of PicklePlex at the Florida Southwestern State College campus in Punta Gorda. The first 16 courts are expected to open on June 1.

Later in the summer, Kegeris said they are planning to hold an official ribbon cutting followed by a grand-opening tournament in January 2020 when the group's supporters have returned from up north.

"We are very excited and pleased to see the complex come together ... excited and proud," Kegeris said. "We have had positive feedback from the community."

PicklePlex has generated interest across the country, including being featured in nationally syndicated pickleballfocused magazines.

More fundraising is still needed moving forward, however, including for a second set of 16 courts.

"PicklePlex needs the additional courts to be able to hold larger events," Kegeris said.

PicklePlex will provide a "positive environment for the residents of Charlotte County and surrounding communities for the health and well being of the public," according to the group's website.

Upon completion, the complex will provide outdoor and indoor facilities promoting exercise and competitive sports.

“We have several tournaments scheduled and kids camp begins June 14,” Kegeris said.

The Pickleplex Foundation has also planned a Summer Sizzler Tournament for June 28-30 of this year.



“We are preparing to paint the lines and hanging the court sponsorship signs,” said Tim Kegeris, president of the PicklePlex organization, in a May 23 email.

Pickleball problem: Fence is wrong size

By DANIEL SUTPHIN

STAFF WRITER

Punta Gorda can't seem to get a win when it comes to pickleball at Gilchrist Park.

The city closed the courts the week of May 20 to install a noise-dampening fence along West Retta Esplanade; however, when ERS Construction workers opened up the material they realized the manufacturer had made a mistake.



Contracted workers for the city of Punta Gorda, pictured May 20, wait to get started building a sound-abatement fence at the eight pickleball courts at Gilchrist Park along West Retta Esplanade.

"The material sent was the wrong size," said City Communications Manager Melissa Reichert. Because of this error, the city had to temporarily halt construction of the fence. The company, Acoustiblok of Tampa, manufactured the correct material last week, according to Reichert.

"We received word that it (was) shipped to the city on Wednesday," Reichert said.

Noise has been an issue for Historic District homeowners along West Retta Esplanade since the courts opened a few years ago.

In February, the City Council approved the purchase and development of two, 10-foot-tall sound barrier walls along the southwest sides of the eight courts to be funded through the city's 1-percent sales tax.

The project is expected to cost just over $35,000, according to Reichert.

There were no additional charges or fees for the city to cover to replace the material.

"As soon as the city receives the material, crews are ready to install it," Reichert said.

PicklePlex slated to open Monday

By LIZ HARDAWAY

The crew was tired.

The nets weren't up. Three courts were painted purple and blue, to match the Florida SouthWestern State College campus colors.

Another court, so far, was just purple.

Metal bits and parts were in the process of becoming a table, with 10 more to go.

A lone set of bleachers faced large signs towering over the fields, boasting advertisements for Beef 'O' Brady's, Jeff and Sue Carman, the Punta Gorda Chamber of Commerce and Ted Kegeris.

This was PicklePlex Saturday morning.

As the sun broiled over the courts, four members of the nonprofit PicklePlex organization were putting together purple tables. A crew, who was painting the courts, was growing tired. The anticipated six nets for the courts' opening Monday had dwindled to three, but Kegeris, the president of the organization, still hopes for more.

The opening for PicklePlex has been more than two years in the making, with the nonprofit already investing $700,000 in the venture.

"This is a stepping stone," Kegeris said, with the master plan consisting of 32 outdoor courts and a 40,000-square foot building the organization still needs the lease for. "Without all the volunteers, we wouldn't be where we are today," Kegeris said.

Kegeris is confident they will get the lease, though. The organization just needs to show the campus how well the first phase goes. "We're all business people," he said. Plus, the courts will bring a whole new level of exposure for the campus.

The final vision for PicklePlex is a hub for all, with the building consisting of eight indoor courts, a restaurant, a fitness center and a conference center, according to their website.

"It's the only sport that can have grandparents on one side, and grandchildren on the other side," Kegeris said.

And as for those scared for the noise, Kegeris doesn't want you to worry. "There's nobody around here to hear the noise," he said, as well as a sound barrier protecting the campus from the loud whaps of a good serve.

The organization is still looking for sponsors for four more courts, with sponsorship costing $20,000 a court. Three, or more, courts are anticipated to open Monday.

PicklePlex will be open from 7 a.m. to 10 p.m.

and is located at the Florida SouthWestern State College campus at 26300 Airport Road in Punta Gorda.

A grand opening for Pickleplex will be held June 24, with 16 courts open. Their first tournament, the Summer Sizzler, will be held June 28-30, and already has around 130 people signed up.

PicklePlex opens in Punta Gorda

By DANIEL SUTPHIN

It's game on at PicklePlex of Punta Gorda for players near and far.

The first phase of the eventual pickleball mecca opened Monday morning at the Florida SouthWestern State College at 26300 Airport Road in South Charlotte County.

Originally set to open in February, construction for the first 16 courts hit a few snags along the way but the day has come. Funding for the second phase — a 40,000-square-foot building planned to house eight indoor courts, a pro shop and a restaurant and bar, among other amenities — is still in the funding phase. For now, three of the 16 courts are open with seven more opening Thursday and the rest by the end of next week.

The organization behind the courts, Pickleplex of Punta Gorda at FSW, didn't spend much time advertising the opening, relying on word of mouth ... and it worked.



Kris Johanesses, a certified pickleball teaching professional, readies to return a ball Monday at the new Pickleplex.

Bert Peacher came from North Fort Myers to play and he wasn't the only one.

"I think it's very exciting to have new courts to play on," Peacher said. "It's a great location and it's what Punta Gorda needs. I live in North Fort Myers and I drive up here to play (now)."

"He's from Fort Myers. She's from Fort Myers. He's from Fort Meyers," said PicklePlex president Ted Kegeris, pointing around the shaded bleachers Monday morning.

Peacher said the new courts are appealing to Fort Myers players because not only are they new, but they present new competition and less wait time.

"You get to play with different players," Peacher said. "If you stay in one place, it's like you know everybody and you know everybody's game. I like to go to different places just to change it up with different people ... just to play different things.

"You're going to have a lot more courts available here. You're not going to have as long of wait times. Most pickleball courts in season are full. You wait 45 minutes sometimes to play. Here, just starting off with 16 courts, you're not going to have (as long of) wait times."

Kegeris said he liked the turnout for the morning considering only three courts were open.

"I think the turnout is great," Kegeris said. "We told everybody that only three courts were going to be open and I think that is why there is a small turnout today. We've also told them that there would be seven courts open by Thursday. I think that you will see all these courts full then."

Punta Gorda Mayor Nancy Prafke is the city's liaison to the PicklePlex board of directors. She is happy with the organization's progress.

"I'm extremely pleased to have the PicklePlex opening," Prafke said. "It has been my privilege to work with an energetic and focused team who is dedicated to bringing this exciting project to fruition.

Prafke said the PicklePlex project goes beyond just the players.

"In addition to dedicated, sanctioned courts, PicklePlex will be able to offer programming for our youth as well as generate a projected $5.7 million return to the community in economic impact from visitors who will participate in tournaments."

There was never a definite schedule to open the courts, according to Kegeris.

On opening only three courts Monday, Kegeris said the contractors responsible for painting the courts were busy in Englewood and have worked weeks without a day to rest.

"We thought it best that they take a couple days off and make sure no mistakes are made (at this point), Kegeris said. "We've waited this long, we can wait just a tad longer."

The courts will be open from 7 a.m. to 10 p.m. daily.

A ribbon-cutting ceremony is planned for 5:30 p.m. June 24 to officially open the first 16 courts.

Changes continue at Gilchrist Park pickleball courts

By DANIEL SUTPHIN

The price tag is going up for the Gilchrist Park pickleball "acoustifence" project in Punta Gorda.

The total cost of construction of the fence and the noise abatement has been estimated at around $35,000.

Now, due to a measurement error, an additional $1,700 will have to be spent for more material.

The Fence

"The original measurements were incorrect," said the city's Communications Manager Melissa Reichert. "A small area still needs the material. It is an additional cost of approximately $1,500 to cover the additional area."

Reichert said the additional material is planned for installment later this week.

In February, the City Council approved the purchase and development of two, 10-foot-tall sound barrier walls along the southwest sides of the eight courts to be funded through the city's 1% sales tax.

So far, homeowners in the vicinity of the courts on West Retta Esplanade aren't too impressed with the fence.

"They've replaced noise pollution for visual pollution and you can still hear the pickleballers (playing), you still hear them. It sounds like no difference," said Christy Federici, who lives across the street from the courts.

The Fix

Federici believes the only way to fix this problem is to remove the courts altogether.

"Take it out of Gilchrist park," Federici said. "Let the park be the little small quaint park in the historic town here and let them go find a new place or use the pickleball complex (PicklePlex). They made that group up to study this. They can take it someplace else and play it."

The Committee

In March, the City Council appointed a pickleball committee to research game-play at the park as well as other areas in the city limits to move the game.

Part of the committees fact-finding includes conducting a sound study at the park.

General Health and Safety Services will begin conducting the study today, costing the city $850.

"The sound study will last as long as it takes to get all the readings previously recorded without the (noise abatement) material in place," Reichert said.

The Courts

On Monday, the city closed four of the eight pickleball courts at Gilchrist Park.

Back in January, the City Council decided they would close those courts when PicklePlex of Punta Gorda at Florida SouthWestern state opened, which happened Monday.

“The four courts will remain closed, with the exception of a brief period of time for the sound study,” Reichert said. “The closing of the courts was directly related to PicklePlex opening.”

The Facts

Reichert said the final facts of the study and the committee’s other research will be presented at the July 3 City Council meeting.

LETTERS TO THE EDITOR

Saturday, 30 March 2019 – Charlotte Sun

Pickleball studies are waste of time

Editor:

I have concerns, shared by others, about several studies requested by the Punta Gorda Pickleball Committee.

The $4,000 acoustical study is a questionable expenditure since similar studies have been performed elsewhere and the real issue is not sound intensity but rather pickleball's negative impacts on both park users and nearby residents.

Noise annoyance is not measured with a meter. A continually dripping faucet, an officemate tapping a pencil all day, or the guy next to you on a plane humming Disney's "It's a small World" on a cross-country flight cause annoyance. Noise annoyance depends less on sound intensity than on the character of the sound, duration of exposure, and the listener's ability to escape.

The sharp, attention- grabbing, monotonous pops of pickleball play have resulted in complaints around the country. The issue is not simply "How loud?" but rather the unique nature of pickleball noise and how it contributes to stress and impacts health and quality- of-life. Medical expertise is essential.

The city also approved use of a camera for two weeks to capture how courts are used throughout the day. Even that study seems to begin with a misunderstanding (no one claims play is 12/7).

Final issue: in both the acoustical and camera studies pickleball players, who have a vested interest and know that they are being studied, can affect the outcome.

We await the Pickleball Committee's findings with patience, but I have concerns.

Sheila Jaeger

Punta Gorda

Saturday, 6 April 2019– Charlotte Sun

The ear test should work fine

Editor:

Oh no, not again.

First off, I don't live in Punta Gorda, so do not pay taxes there, but if I did, I would be livid at the money they're throwing at pickleball.

To find out about the noise, just have someone go and sit on the porch of one of the houses across the street. I'm sure they could get that done for far less than $125 an hour. If they build the barrier, won't it prevent the view of the park and the water.

Surely there is some place that they could put these courts where the noise would not drive people crazy. My heart goes out to the poor people who live with that horrible noise every day, all day.

Jeanne Williams

Punta Gorda

Saturday, 15 April 2019– Charlotte Sun

Pickleball unsuited to Gilchrist Park

Editors: If pickleball noise is as inoffensive as pickleball players claim, why has Pickleplex installed expensive noise-abatement fencing before the courts are even open?

The adjacent classroom building is in significantly closer proximity to basketball and tennis courts, which do not use noise-abatement fencing.

Contrast that with the city's treatment of Gilchrist Park, where for years homeowners have asked the city for relief from pickleball noise annoyance. For years, other park users have described their diminished enjoyment of the park. Obviously, FSW deserves the noise abatement and it reflects positively upon the Pickleplex board, which fulfilled an obligation to protect classrooms. What stings is that homeowners and other Gilchrist Park users still struggle for protection.

What might work at FSW is unsuitable for a narrow, scenic waterfront park, where the fencing will funnel noise onto the people on Harborwalk. As explained by Pickleball Central Blog, Nov. 2013: "One challenge with acoustical fencing is maintaining it in windy areas.

In some communities the acoustical fencing was blown down by the wind.

Another challenge with acoustical fencing is that it is expensive and can be unattractive."

We need only add that 1) due to the fetch across the harbor Gilchrist Park is especially vulnerable to strong winds, 2) our busy Parks and Grounds Division will need to remove and replace this fencing when necessary, and 3) even new and pristine the fencing is as aesthetically "obnoxious," as the council members admitted when they voted to add it as a "temporary solution" after years of rejection.

Sheila Jaeger

Punta Gorda

Friday, 26 April 2019 - Charlotte Sun

Many pardons about pickleball

Editor:

Pardon me for asking but: Does anyone think it's strange that the city of Punta Gorda is doing everything it can to accommodate the pickle-ballers in Gilchrist Park? Where's the PicklePlex? If land has been targeted for the PicklePlex, why can't the courts be removed from Gilchrist and new courts be opened on the land that has been reserved for the PicklePlex? With the city thinking about annexing property for more shops and restaurants, why not annex property on Cooper Street for the pickleball courts. Why does a noise study need to be funded by the city? It doesn't make sense. Politics anyone?

Does anyone know why a bathroom at Gilchrist is going to cost north of $400,000? Is this how the bid process is supposed to work? One can buy a luxury house with that type of money. Unless there's going to be gold-plated faucets. Really? Politics anyone?

Punta Gorda citizens who live on Retta Esplanade seem to be second-rate citizens. The really important issue for city government is more revenue generation. And, of course, the city government represents all citizens of Punta Gorda, me and the citizens on Retta Esplanade. I walk along the river every day and can clearly hear the thumping pickleball noise as far away as Shreve Park. And then I walk in front of the $400,000 bathroom. I get disgusted every day.

Does anyone notice any changes at the pickleball courts? Everyone should be shocked at the lack of progress.

Samuel S. Geller

Punta Gorda Isles

Elitism at play in pickleball push-back

Editor:

Punta Gorda city leaders are either oblivious to, or simply choose to ignore, the exponential growth of pickleball nationwide and internationally. Most progressive cities are wrapping their arms around pickleball.

The definition of a park is an area of land set aside for the enjoyment of the public for recreation.

The city has made a number of questionable changes to Gilchrist Park in recent years. They have eliminated roads, parking and even restrooms, which were later re-installed, all of which have made it less user-friendly to the public. In addition, they have driven out the very popular Guitar Army.

There are only 19 very nice homes and one restaurant on West Retta Esplanade across from Gilchrist Park and the pickleball courts only occupy about 100 feet of the park along the water. If the pickleball courts were in a less-expensive neighborhood, I doubt that the issue of would even get the time of the day.

Quite frankly, I don't think the residents on West Retta Esplanade across from Gilchrist Park will ever be happy until West Retta Esplanade becomes a private road and Gilchrist Park is nothing more than a green space for their own personal use with no activity.

In addition to not wanting pickleball, the elite 19 homeowners don't approve of airplanes flying overhead or a mooring field, as undesirables might come ashore.

One has to wonder if an oligarchy isn't in play here?

Ralph "The Dinker" Hagman

Port Charlotte

An economical sound study offer

Editor:

Good news for the city of Punta Gorda. My very significant other ("VSO" for the spelling-challenged and texting crowd) and I have decided to submit a bid for the pickleball acoustical study (The Sun, March 23, "Punta Gorda OKs $4,000 to study pickleball noise.") My hyperacusis-plagued VSO will provide the acoustical equipment. She can hear a mouse pass gas at 50 yards (I cannot hear the bedside alarm). I will borrow the new and the old pickleballs and paddles from a disinterested party in Montana.

Total cost of our bid will be $4 — for the jar of pickles (and Instacart fee) we will need to sustain us through this demanding and relevant scientific study.

Dr. Douglas J. Shadle

Punta Gorda

Wednesday, 8 May 2019 –Charlotte Sun

Move pickleball from Gilchrist

Editor:

We would like to address the pickleball situation at Gilchrist Park in the Historic District of Punta Gorda. This has been an ongoing battle with several city councils.

Vice Mayor Lynn Matthews previously stated, "I haven't seen any statistics that prove that the noise is to the level that is being alleged to be at," and also states "the 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."

The fact that the committee did not include the homeowners who are directly across from it and impacted the most is suspect. The "facts" are the repetitive bangs are a nuisance and obnoxious, causes stress and anxiety and has taken away our rights to the peaceful enjoyment of our home.

After all these years of complaints you don't need a committee to drag on looking at how obnoxious this is. People are not allowed to interfere with our rights to full use and enjoyment of our home. We have been threatened and yelled at. It saddened us that we worked so hard for our home and that a certain group of people put a game before someone's health and homestead, especially when there are other places to play.

We are embarrassed by the lack of common sense, empathy and compassion by the pickleball players.

Thankfully their attitudes do not reflect the majority of the good people that live in Punta Gorda.

Ask yourself, "What other historic towns in the United States have open pickleball courts in them?"

Robert, Christy Federici, Punta Gorda

Monday, 3 June 2019

New problem at Gilchrist courts

Editor:

Today I watched with a degree of interest the installation of the new sound barrier at the Gilchrist Park pickleball courts. I just had to get a closer look at the material, and saw it was some sort of rubbery sheet that will, in effect, stop any air movement.

Prediction: The next issue for the city to contend with will be complaints from the pickleballers about how hot the courts get now.

Alex Gregorewsky

Port Charlotte

Tuesday, 4 June 2019

Why not paint the tennis courts

Editor:

Spend $35,000 for a sound barrier to deter the beautiful view of the Peace River? How much would it cost to paint and restore the tennis courts? Problem solved? Enough said.

Teresa Jacobus

Punta Gorda

Thursday, 6 June 2019

City Council buckles under

Editor:

The new PickleFence is in the park that's on Punta Gorda's waterfront. If this is the way our City Council protects our city's greatest resource, we might as well go for high-rises.

Retaining local charm is clearly no longer high on the futures list — regardless of the propaganda emanating from City Hall.

The City Council never fails to buckle under pressure from special interests — especially those with money.

They did it when they allowed the Marriott Hotel, and now they've done it with the noise-reducing fencing.

Enjoy the view!

Michael Hirsh, Punta Gorda

Q & A

Survey of residents and players



GILCHRIST PARK RESIDENTS SURVEY RESULTS

Thirty-four (34) residents were interviewed in the HOA area between May 2 thru June 3, 2019. *Rather than providing names, letters have been assigned to the interviewees.*

The average per person household is 2.2 and the length of residency ranged from 6 months to 30 years at current address.

1. How long have you lived at your current residence?

(A) 2 years in this house, but 50+ years in Punta Gorda. (B) 14 years. (C) 22 years (D) 23 years in this house, but 30 years in Punta Gorda. (E) 1 year. (F) 23 years (G) 4 years. (H) 6 months. (I) 3 years. (J) 6 months, but in Charlotte County since 1972. (K) 3 years. (L) 30 years. (M) 5 years. (N) 5 years. (O) 8 months. (P) 3 years. (Q) 19 years (R) 22 years. (S) 10 years. (T) 16 years. (U) 5 years. (V) 20 years. (W) 20 years (X) 23 (Y) 5 years

2. How many people reside here?

(A) 2 (B) 2 (C) 2 (D) 2 (E) 2 (F) 2 (G) 2 (H) 2 (I) 2 (J) 2 (K) 4 (L) 2 (M) 2 (N) 2 (O) 2 (P) 5 (Q) 2

(R) 3 (S) 2 (T) 2 (U) 2 (V) 2 (W) 2 (X) 1 (Y) 1

3. Do you play Pickleball? What do you like about it?

(A) Yes. We meet another couple at the courts every Sunday morning. It's a fun way to get exercise and it's social.

(B) No

(C) No

(D) No. I'm a tennis player and think I would enjoy playing Pickleball. However, I have too much respect for my neighbors to play at Gilchrist.

(E) Yes. I love that it's an easy game to learn, I get exercise, and meet lots of people.

(F) No

(G) No

(H) No, but I hope to.

(I) Yes. My husband and I both play. We were very intrigued by the sport when we saw it played. We love it! It has become a great form of exercise, both mentally and physically. Because of Pickleball, we have made more friends in the shortest amount of time compared to anywhere else we have lived. When you play Pickleball, no one cares about your background or what you do, where you live, how you dress or how much money you make; all anyone cares about is playing the game and having a good time. There is a sense of family and community that other sports just can't replicate.

(J) Not actively, but have played several times in the past.

(K) No

(L) No

(M) We have played occasionally, fairly new to the game, but hope to play more in the future. Both social and exercise.

(N) New to the game, have played a few times, hope to play more. Both the exercise and the social aspect of the game.

(O) I do play occasionally, maybe once a month. I like it that is a simple game to play, requires minimum athletic ability unlike my sport – BMX, it is very physically demanding. I like it that it appeals to all ages. It provides us family time together.

(P) Yes

(Q) No, used to play tennis but not for many years.

(R) No

(S) No

(T) No

(U) No

(V) No

(W) No

(X) No

(Y) No

4. Can you hear Gilchrist Park Pickleball from inside/outside of your house? If so, how often?

(A) No

(B) Yes, if windows are open, which I don't enjoy anymore because of all the noise.

(C) Yes, but not all the time. During the morning and afternoon drive times the noise of Marion traffic usually drowns out Pickleball noise. But weekends when the traffic is not as heavy, the Pickleball noise is heavier.

(D) Not the inside. Outside, if the traffic noise doesn't blur it out, I can hear it.

(E) No and No.

(F) Yes. We can only hear it inside if the lanai or back windows are open. We are lucky enough to live around the corner and that cuts a lot of the noise.

(G) Not inside. A little bit outside, but it is not disturbing.

(H) No

(I) No

(J) No

(K) Yes. I can hear it when I am sitting on my front porch and inside when I am on one side of the house.

(L) Yes, outside only if the wind is blowing a certain way.

(M) Yes, we can hear it if we are outside, and can certainly hear when we walk in the Park.

(N) Yes, outside we can hear it faintly and just on occasion.

(O) Yes, depending on the wind, we can hear it faintly outside.

(P) No

(Q) Yes, we can on occasion hear Pickleball while sitting on the porch of our guest cottage where my mother lives (11 years) This is during season and a couple of afternoons a week. If the windows are open, yes we can hear the game being played, again during season.

(R) Yes, We can hear Pickleball from both inside and outside of our house. Starting at 8 a.m. throughout the day, we are subjected to the noise from the constant playing of Pickleball.

(S) Yes, If the wind is blowing towards us, we can hear Gilchrist Park Pickleball outside of our house.

(T) Yes, I can hear it inside, marginally. Generally, I can hear it in the morning in our bedroom beginning at 8 a.m. Yes, outside on the porch. If you listen for it, you can hear it.

(U) Yes, we can hear the noise from the game outside, during season all day long.

(V) Yes, if we were outside on our back deck or in the front, we certainly could hear the noise from the game, but if we go inside of our house we do not hear the game being played. Our house sits up off the street.

(W) No response

(X) Yes, I can hear it inside and outside of my house. I know when it's 8 a.m. and when it is 8 p.m.

(Y) Yes inside and outside, whenever the players are playing Pickleball I can hear it.

5. Has the noise from Pickleball had an effect on your home life/lifestyle?

(A) No

(B) Yes! My hobby is gardening and I no longer enjoy it because the noise has such a negative effect on my mental health. The issue of the noise has caused stress in my life as well as my marriage. We no longer sit out on the porch and no longer entertain friends on our porch.

(C) Yes. I used to enjoy walking in the park or taking a sack lunch to eat on the harbor. Now I have to walk before 8 am or in the heat of the day when there are no players or only one court in play.

(D) Yes. I don't play tennis at Gilchrist anymore and I would if it weren't for Pickleball. Actually, the city needs to resurface the tennis courts. They did resurface them in 2014, but then they let those become the Pickleball courts.

(E) No

(F) Honestly, it doesn't have an effect on me 99% of the time, but I wouldn't be able to stand it if I was across the street. No one values what the Retta residents are saying.

(G) We used to enjoy walking or biking through Gilchrist. Now you start out and hear the waves, the birds, kids playing and then the peace is disturbed with the pop, pop, pop of Pickleball. Not all the time, of course, because they don't play in the heat of the day. But, sometimes we do change our route because of Pickleball.

(H) No

(I) No

(J) No

(K) No, except I don't sit on the outside porch swing in the morning anymore

(L) No

(M) No

(N) No

(O) No

(P) No

(Q) No

(R) Yes, the noise has affected my health; I have panic attacks which mirror a heart attack. Our lifestyle has been severely affected. We can no longer sit out on our porch due to the noise from the balls being hit against the paddles, the loud voices coming from the players, the excessive number of cars parked on the streets, abusive comments. It has put a great strain on our home life; we can no longer enjoy the peace and quiet of our home. This is especially true during the winter months (Season) and during the summer months during the morning and evenings. We have had to rearrange the times we have guests over to avoid the noise of the game. In fact, for Christmas, there was a special City Council meeting to consider shutting the courts down so the residents here could have a peaceful holiday.

(S) No

(T) Yes, Pickleball has affected our home life: my relationship with my wife. We could not open our windows during season because of the noise from the game. Now, it is too hot to open the windows.

(U) Yes, the Pickleball courts in Gilchrist Park have had an effect on our home life/lifestyle. We sit on our front porch frequently as it is an extension of our home. Hearing the noise all day long wears you down.

(V) Yes, we can hear the game being played if we are outside on our front porch or our back deck. Inside, we cannot hear the game.

(W) No response

(X) I am an outdoor person and the noise from the game is assaulting. It is difficult to sit outside with the constant noise from the Pickleball courts. Also, I like having my windows open at the back of the house especially during season but find it no longer enjoyable. I am used to traffic noise but this is different. I work from home and my office is at the back of the house. I hosted a small wedding in my home back in December. Throughout the event, my guests kept asking what that noise was – referring to the Pickleball noise.

(Y) I work from home and I wear a headset to conduct business on the phone. I cannot open my windows because my phone conversation is disturbed by the noise from Pickleball. My clients can hear the noise and ask what is that sound they are hearing through my headset. I no longer can open my windows to enjoy the nice weather especially during Season. In the beginning I thought I could tune it out but that was short lived.

6. Are there any other activities you no longer participate in because of the Pickleball noise?

(A) No

(B) I used to go outside and exercise, and now I don't. I feel so differently about the city now. My sister and some of my friends play Pickleball and really enjoy it. I am not anti-Pickleball. I just don't want it in the park where it negatively affects so many people's health. There is a perception of the noise. One is physical, like seeing the game and hearing the game. The other is psychological. It can, and does, affect a person's mental and physical health.

(C) I had been a silent supporter of those in the neighborhood that were struggling with the Pickleball noise. However, what caused me to get involved was the special meeting Council called on a Sunday in December. Since when did the minority start driving the bus?

(D) I don't enjoy riding my bike through Gilchrist because of the Pickleball noise.

(E) No. I still walk in the park, I delight seeing other people enjoying the park and don't pay any attention to the noise of Pickleball.

(F) I no longer walk my dog in the park. It just isn't pleasant so I choose to walk elsewhere.

(G) No.

(H) No

(I) No

(J) No.

(K) No

(L) No

(M) No, however, the noise is annoying as we walk through the park.

(N) No

(O) No

(P) No

(Q) Yes, Generally, we would walk the walking path that takes us thru Gilchrist Park and continue up to Laishley and then back home. We have altered our route to circumvent the area by the Pickleball courts to avoid the noise and the crowds. There is no way I could live close to the Pickleball Courts.

(R) We no longer enjoy sitting outside nor do I garden. We no longer walk or sit in the park because of the noise from Pickleball.

(S) Not here at home, but we do avoid the Pickleball area especially during Season due to the congestion.

(T) Yes, we no longer sit on our front porch during Season.

(U) We don't walk down thru the park like we used to because of all of the noise from the game.

(V) No

(W) No

(X) Yes, I am unable to really enjoy sitting outside because of the Pickleball noise.

(Y) Yes, I no longer can sit outside to have a cup of coffee in the morning on my lanai. I now wait to sit outside after 8 or 9 o'clock in the evening once the Pickleball noise has stopped.

7. Are there other Pickleball related issues the affect you?

(A) No

(B) People yelling. I have quite a few friends who used to walk and picnic at Gilchrist. They now do so at Laishley Park because of the noise at Gilchrist.

(C) The constant come and go of players 12 hours a day during season.

(D) No.

(E) No.

(F) Initially, when the players were asked to park on side streets instead of the grass I often felt boxed in. They would park right up to the edge of my driveway on both sides, then when I'd try to back out there would be a car right behind me. That was really a problem when there was roadwork going on Retta Esplanade. Since the construction has been completed, it is not as bad.

(G) We are concerned because our friends and neighbors are affected. Also, for a while the Pickleball players were parking in the playground parking lot, but once signs were put up, things are much better. We contributed to the playground and the parents need places to park.

(H) No.

(I) Only that we are exhausted after a great day of playing.

(J) No

(K) Parking used to be a problem. Sometimes it still is. When people park on both sides of these narrow historic streets there is no room for emergency vehicles. Number of people.

(L) Parking sometimes is an issue, especially when there was a tournament.

(M) The frustration of our fellow neighbors who live in close proximity to the courts. I would not want to live across or close to the courts. If we did, I would move. All the overflow parking is a problem.

(N) No

(O) No

(P) No

(Q) Yes, parking. We used to drive over to visit with friends who live close to Gilchrist Park but now we walk as there are so many cars parked on the streets we had a hard time finding a place to park.

(R) The Pickleball players used to park on our grass in our front yard but the City has taken care of that issue. Parking on the side streets on both sides of the street has created a safety issue.

(S) Parking, increased traffic

(T) Parking on the grass was unsightly, it detracted from the beauty of the park. Cars filled up the side streets.

(U) Yes, Parking overflows to our street, whether it is Pickleball players or other park users who are forced to the side streets. There are so many cars parked on our street on both sides, we often have difficulty maneuvering into or out of our driveway. We are concerned about emergency vehicles being able to maneuver down our street with cars lined up on both sides. Also, we can hear lots of loud voices and four letter words from the courts as we sit on our porch.

(V) Parking is a big issue in the neighborhood and folks were parking on both sides of the street as well as on their property.

(W) Traffic is a huge problem. In fact, I myself was almost hit one day as a Pickleball participant backed out onto West Retta. The Pickleball activities are much too busy for the park area with all the other activities occurring in Gilchrist Park, including the playground area immediately adjacent to said court.

(X) Parking affects all of us in the neighborhood especially when cars are parked on both sides of the street making it difficult for emergency vehicles to maneuver. Parking on the grass now has stopped and it appears the players are policing themselves.

(Y) I can hear the heated arguments and yelling from the games.

8. Do you feel Pickleball has had an impact on your property value?

(A) Yes, a positive impact because we are near the park.

(B) Yes, but we won't know until we try to sell, which we plan to if Pickleball remains in the park.

(C) It's hard to gauge. I'm not trying to sell right now.

(D) No, but I think it has on Retta Esplanade.

(E) I have no idea, but it would be interesting to hear if it really has affected the house prices across from the park. There can be all kinds of reasons why people don't want to buy a house across from Gilchrist Park.

(F) Not that we know of.

(G) No

(H) Not that I know of.

(I) Our property value has increased since our purchase. We have also received offers to purchase our home.

(J) No

(K) We started building in 2016, so I don't know.

(L) Not aware that our property values have been changed

(M) No

(N) No

(O) I have no idea if Pickleball has had an effect on my property value.

(P) No, but Carmelo's Restaurant has.

(Q) No, our property value has not been effected. However, I believe if your home is in close proximity to the Pickleball Courts it would have a negative effect on the property value.

(R) Our home is not on the market but if it was, we would have a very difficult time selling it due to the constant noise from the Pickleball courts. We were told by the realtor for our neighbor who had his house for sell for a number of years, that it wasn't selling due to the location and the noise of the Pickleball courts. The realtor said the owner had to significantly reduce the asking price several times.

(S) Probably. However, the more recent issue of the proposed Bed & Breakfast on Retta Esplanade is going to have an effect on the property values for those right around it.

(T) Right now I have no knowledge of our property values being devalued.

(U) Currently we are not aware that our property value has been affected. However, we would be worried if we were to try and sell and the noise was an issue. We attended an open house in our neighborhood several months ago and we overheard the realtor in a conversation that they could not sell the house because of the Pickleball issues across the street.

(V) Our house did not sell because of Pickleball. Prospective buyers stated verbally and in writing they would not buy the house because of the courts. We have had to reduce the price significantly and more than once, since we put it on the market.

(W) No response

(X) Not that I am aware of

(Y) I am sure it has.

9. Have any other park activities affected you?

(A) No

(B) No

(C) No. Since the early 1900's, Gilchrist Park has been used for community events such as festivals, weddings, family picnics, etc. It's been a pleasant park. Even when the once a week musicians started using electric guitars or amplifiers, they were told to go back to strictly acoustic music. These events aren't every day for 12 hours a day.

(D) No.

(E) No. I was thrilled when the park was being updated and I donated to the fundraiser. I am hopeful Punta Gorda doesn't become a retirement community. We need to keep it open to all ages.

(F) No

(G) No

(H) Decline of Guitar Army

(I) Only the construction in the park; the dust is very tiring; however, this is temporary. We love all the activities in the park, including the music and hope to see some of the craft shows return next year.

(J) No

(K) No. The festivals are nice and short-lived.

(L) No

(M) No, other park activities have affected me.

(N) No

(O) No, there are no park activities that affect me more than another.

(P) Parking from Guitar Army used to be a problem as folks would park on the grass and then if it rained, it would get very muddy. Our kids can now play in the grassy areas.

(Q) During the time we lived on Retta, all of the events that took place in the park were short lived. For example - the car shows, Pioneer Days, the Hibiscus Festival, Guitar Army, they were all temporary situations. We did not have a problem with living across the street from the park and not once did we ever complain about.

(R) Over the years, other park activities have not really affected us in such a negative way. Guitar Army, Craft Shows, the Hibiscus Festival, children playing, basketball or tennis. Although, one time there was a tennis tournament many years ago and there was a huge crowd. But, I believe they no longer allow tennis tournaments in Gilchrist Park. We thoroughly enjoy hearing the sound of children playing in the playground.

(S) No, we used to enjoy the music (Guitar Army) in the park, but that has taken a hit over the last few years.

(T) Years ago basketball was an issue when guys would come and play at midnight. We would have to call the police.

(U) No other park activities have affected us.

(V) Over the years, the music events, craft shows or plant sales did not create the disruption that Pickleball has created. These events were occasional and not every day or all day. There were on occasion, tennis tournaments held in Gilchrist Park and yes, they did create noise and there were some parking and traffic issues. But again, they were an occasional event, not an everyday occurrence.

(W) No response

(X) No

(Y) Not really, the game of tennis is not disturbing like the noise from the ball and paddles of Pickleball.

10. Ultimately, City Council will make a decision about whether or not to keep the Pickleball counts in Gilchrist Park. If the course were to remain, would you be open to any compromises?

(A) Yes. Reduced hours of play, no tournaments, lessons or leagues and no night play.

(B) No. On January 2nd, many neighbors with health-rated issues spoke up. Bernie DePaul's sister presented the council with his medical documents and so did Christy Federici. Council said they were hesitant to talk about medical issues due to liability. Things went back and forth and finally Gary Wein said the temporary solution would be to reduce the number of courts to four. *Look into noise abatement. * Create a fact finding committee. *No longer allow parking on the grass. The next meeting all these Pickleball players spoke out about the advantages of the sound abatement fence and all the sudden $32,000 was approved for a fence. "This whole thing is tearing the city apart."

(C) No. It is not an appropriate place for Pickleball.

(D) No. The activity of a small park shouldn't be taken up with anything like Pickleball. I think it should be at So. County or Carmelita Park. There is also space off of Aqui Esta near the nature park. The corner of Nesbit and Olympia may also be a reasonable place for courts.

(E) Yes. We will never get anywhere if people aren't willing to compromise. Maybe it should go down to 4 courts. I don't know. I would have to hear of all the ways Pickleball has affected others. I feel the Pickleball players have done a lot to try and satisfy the neighbors. They stopped having tournaments, they no longer park on the grass, they have moved their backpacks off the fence, they have moved further away from the street, they agreed to park on only one side of the streets, etc.

(F) No. I have nothing against the sport, but there is no comparison between it and any other park activity. Gilchrist is not a sports' park. It is not a park for noisy activities.

(G) Yes. A compromise would be fair. Down to 4 courts for sure, and quiet balls and paddles should be required. There is a foam ball, which is not sanctioned, but it could be required at Gilchrist. City Council could donate two buckets full and leave them at the park. That's a lot cheaper than a $34,000 acoustic fence! No play on Sunday. Give the people a break!

(H) Reduced number of courts and reduced hours of play.

(I) Reducing the number of courts is not a solution for the fastest growing sport in the country. If lights are disconnected, twilight play will be reduced and I think you would see evening players heading to the courts with lights.

(J) Yes, all of them.

(K) I am open to a compromise, like limited number of hours and/or days. I think the courts should be totally closed on Sundays.

(L) If City Council decides to keep Pickleball in Gilchrist Park, we would be open to a compromise: limiting the number of hours and also on holidays.

(M) I would be open to reduced number, of courts, reduced hours of play and limited days of play.

(N) No, doesn't feel the courts should be in Gilchrist Park.

(O) Yes, I would be open to some sort of compromise if the courts remain in Gilchrist Park, say for example certain days.

(P) Yes, a compromise on the hours would be good. I do not feel it is fair to totally shut down the courts.

(Q) If Council decides to keep the courts in Gilchrist Park, we would be very pleased if the number of courts were reduced and limit the number of days the game is played. However, we would like to see the courts removed entirely.

(R) No, we have nothing against the game of Pickleball nor the players. It looks like it would be a fun game to play. However, we would not be in favor of keeping the courts in Gilchrist Park. We feel this activity belongs more in a sports park not in a residential neighborhood.

(S) If the courts were to remain in Gilchrist Park, we would be in favor of less courts and a limited time of play.

(T) No, I would not be open to a compromise. If the City Council decides to keep Pickleball in Gilchrist Park, we will move.

(U) Yes, I suppose one compromise I would consider would be to have Pickleball played on certain days so we would know when to expect the noise, parking etc.

(V) Perhaps the usage could be restricted either by quieter paddles and balls or restricting the time the game is played.

(W) It is our opinion that playing time should be in a restricted scheduled time block such as 8 a.m. to Noon and 5 p.m. to 7 p.m. and the number of players restricted to 8 at any one time in Gilchrist Park. Any other Pickleball activities should be housed at the new Pickleball Complex.

(X) No, I do not want the courts to remain in Gilchrist Park, it is not appropriate. The park is not a sports park. Reducing the number of courts to four would help; however, the noise isn't going anywhere. It is absurd to have the courts to remain in Gilchrist Park with the new facility so close. The Pickleball players will have other options once PicklePlex is open. It is a shame to have such a beautiful park known for its peace and tranquility no longer enjoyed by many.

11. Do you have any additional comments.

(A) Yes. We have spoken to the Historical HOA and to each member of City Council individually. We feel the play at Gilchrist should be limited to individual recreational play. There should be no leagues, lessons, challenge courts or tournaments. We think the courts should be moved to the tennis court location, a berm should be built, trees and

shrubs added and sound abatement material should be installed. This park has been a multi-use park long before any of us arrive in PG. It still should be multi-use. Things will improve with the opening of PicklePlex.

(B) Our HOA originated in 2017. Pickleball became a contentious issue at our meetings, so I asked if we could have a committee that would look into things, outside of the general meetings. There were four people on the committee. We never met, but instead emailed back and forth, and came up with reports. I had been asked by Nancy P. (when she was a Pickleball liaison) to research the effects of noise on people's health. I did report my findings and Jim Round and I also met with Nancy about the acoustic fence. I told the other two people on the committee we were doing so. I do not know if they met with her separately or not. I was not part of a group that came up with PicklePlex as a solution to the Gilchrist noise. Nor was the HOA ever asked to be a part of a committee to come up with a solution.

(C) Yes. Someone on your committee should research Will Thornton. He is the one Bernie DePaul paid to have the sound study done. He is well revered in his field. He said the decibel sounds made by Pickleball' impact on the racquets is more of an impulsive/impactful noise. Maybe like 8 faucets dripping, but not exactly at the same time. He also said the type of sound made by Pickleball will be slowed or dampened directly behind the acoustic fence, but the sound will also curve up over the fence, continuing on to residences. No other group has ever taken over the park like this. The Historic District is not trying to run the park, but we do want to enjoy our homes. Pickleball is a healthy sport and lots of people I know play it and love it. However, sound studies prove irritating noises can lead to hypertension, stress, cardiovascular disease and mental health issues.

(D) I see Punta Gorda eroding for special interest groups. It is under assault from a number of groups-restaurants interested in locating in Gilchrist, Pickleball players overtaking the park, etc. I am by no means anti-Pickleball. I have lots of friends who play at Gilchrist and other places. I'd like to learn to play the game, actually, and will probably do so when PicklePlex opens.

(E) I am definitely NOT a fan of the barrier going up. I think we should wait to see what happens when PicklePlex opens. I do worry that if they get rid of Pickleball, what group will be next? I hate to see 10 houses control what can and can't go on in the park. Is it going to become simply a green space? We do need to put this to bed. There is no denying that there is sound associated with Pickleball.

(F) The City Council voted to go down to 4 courts and put up the sound barrier fence. They should have waited until PicklePlex opened to see what happened. The mini-houses that are going up in the historic district are bringing the home values down, plus some have no off-street parking. Most of them will probably be AirBnB or VRBO rentals.

(G) If courts remain at Gilchrist Park, (4 would be good) I'd like to see it be required that a quiet (foam ball) be the only one that is acceptable. Like I said, City Council could donate two buckets full and leave them at the park. That's a lot cheaper than a $34,000 acoustic fence! No play on Sunday. Give the people a break!

(H) No

(I) I think this committee needs to be aware that the United States American Pickleball Association (USPA) the governing body behind the sport, is trying to improve the technology. As the technology improves, there will be less sound from the paddles and balls. I think by allowing only USAPA sanctioned paddles and balls, we can reduce some of the noise. This means that paddles are dropped from the list if they no longer meet the sound threshold. Other communities have implemented this concept with positive results and it is something that should be considered.

(J) The relentlessness of the noise so close to residential property is inappropriate when other Pickleball venues are available. Nearby residents can't enjoy their front porch. If the courts are not closed (at Gilchrist Park) play should end at 5p.m.

(K) There has got to be a solution for everyone. I feel the neighbors' opinions should be highly considered.

(L) We are not a fan of the acoustifence. We feel it will detract from the beauty of the park as well as limit the view. We have friends who live closer to the courts and we certainly sympathize with them.

(M) I am opposed to the wall (acoustifence) that is going to be installed. Why can't the City wait until the PicklePlex is open to see what affect it will have on Gilchrist courts. I wouldn't be surprised if the property values go down once the fence is up. No one wants to look at a wall. Parking is a real issue whether it is a result from the Pickleball players, festivals, etc. Specifically cited the Hibiscus Festival because it lasts three days. Doesn't have a problem with the Guitar Army as it is just for 3-4 hours and then gone. Feels a little bit of a problem is the "attitude from the players" – that they have a right to be there and they are not going to be forced out by the residents. Very much against the wall (acoustifence) going up before the PicklePlex is completed to see what the usage will be. Feels like it is being done too soon, City should wait.

(N) Putting up the wall around the courts in the park is the craziest, insane idiotic idea. It will be an eyesore not just for the residents but for the community. A park can have weddings, loitering, numerous activities. Parking is a huge issue and once the park is redone, there still will not be enough parking. Against having a restaurant in the park – again parking would be a nightmare. In regards to the recent rezoning for an Air B&B in the neighborhood. The city needs to be careful and not go down this rabbit hole. It will be a big problem if it becomes a precedent. Who will police if homeowner is renting out home and not in town.

(O) We moved here to be close to downtown and close to Gilchrist Park. I find the park attractive because it is on the harbor and provides a variety of activities for families. I can see both sides to the issue. If I lived across from the Pickleball courts, the noise would drive me up a wall. It is an issue for the residents whose happiness and well-being is being affected by Pickleball. And I can appreciate folks wanting to play in Gilchrist Park because of the Harbor view and park setting. I was not aware that the City was putting up an "Acoustifence" at the Pickleball courts.

(P) My main concern is safety issues for everyone in the park. During the construction phase, a very large metal electrical box was installed which detracts from my view. I have had a number of people who are in the electrical business tell me that the box could have been positioned to the side instead.

(Q) Twenty thousand dollars of our tax money has been given to PicklePlex and we don't understand why thirty-two thousand dollars has now been spent on the acoustifence before the PicklePlex is completed.

We have noticed, homes are not selling in the historic district because they are in close proximity to the courts. To accommodate the game, the park is no longer viewed as a friendly gathering place.

We have observed, parents with children who came to use the playground have had to park elsewhere because Pickleball players were parked in the playground parking area.

The time of year that you would want to have your house open runs concurrent with the time of year Pickleball is at its peak.

We do not find that the acoustifence is suitable for the park. It will not be esthetically pleasing to residents or park users. The residents are entitled to peace and prosperity in their home. It appears the games played are not casual but more league oriented.

(R) We want the City Council to make a decision to close the courts here in Gilchrist park. We have to put up with the constant noise of the game from morning until night. Those folks who play can go home after they play Pickleball and can enjoy the peace and tranquility of their home. We as residents, have the same right to enjoy the peace and quiet of our home as well. We do not feel we are being respected or listened to by the City Council. We just want to enjoy living in our home again.

(S) Several years ago, councilmember Kim Devine said let's see how it works out with the Pickleball Courts in Gilchrist Park and unfortunately it has caused anguish for a number of our residents. Pickleball should be moved to PicklePlex. Pickleball has divided the community and the park no longer is a place of peace and tranquility.

(T) People who walk by our house on the way to the park often stop to talk. The great majority of the time they are unhappy with the Pickleball noise. This is a small neighborhood park - not a sports park. Pickleball is not consistent with the character of Gilchrist Park. We have noticed that the parrots have left the park and we believe it is because of Pickleball. Also, no longer see weddings.

In regards to the acoustifence, it will not reduce the sound by 50% but it may reduce the decibel rating.

Look at the three owners on the block directly across from the Pickleball courts. One couple has not come down because of the noise. We have neighbors whose health has been affected by the game being played in the park. Specifically, look at the three owners on the block directly across from the Pickleball courts.

I would like to share the Noise ordinance from the City Ordinance, Chapter 16, Park Regulations; The regulations contained in this chapter are necessary for the purpose of Preventing … disturbances of the use and enjoyment of City parks by others, and disturbances of the peaceful and quiet use and enjoyment of nearby residential uses by their occupants.

(U) We bought this house because it is so close to the Harbor and close to Gilchrist Park. The game of Pickleball had not arrived in the park when we made our purchase. We feel as if the neighborhood is not as attractive as it used to be because of all the cars, noise and shouting from the game. We want the courts removed from the park.

Since the "season" crowds have left, we have noticed more people now having picnics, strolling thru the park, having BBQ's, etc. I have written to City Council regarding the Pickleball issues but have not ever received a reply. Also, opposed to the Bayfront Center and PG Boat Club made into a large restaurant – where would people park? We already have a parking issue here.

(V) There were on occasion, tennis tournaments held in Gilchrist Park and yes, they did create noise and there were some parking and traffic issues. We feel other activities such as fishing, BBQ's, picnics in the park have had their access somewhat eliminated by the playing of Pickleball. Also, over the years, the music events, craft shows or plant sales did not create the disruption that Pickleball has created. These events were occasional and not an everyday or all day event.

We have talked with a number of players and found them not be residents of Punta Gorda but from Charlotte County and elsewhere. We feel the new PicklePlex would be the best place to play the game as it will offer more courts.

We are not in favor of the acoustic-fencing, not something we or other residents want to look at. Perhaps if the City placed courts next to the Harbor, the acoustic-fencing would not be necessary as the courts would be far away and the noise would not affect the residents.

Pickleball is too intense for the type of park that Gilchrist is. It creates too much traffic and noise; it totally overwhelms the park.

(W) It appears that decisions have already been made prior to receiving input from we neighborhood residents. We, as several of our neighbors, were shocked to see one of the tennis courts painted for a total of 32 players and to read that sound barriers are going to be installed as well. For this reason, we feel it sufficient that we submit our input to you by this email.

Before we begin with our feedback we have some questions to ask of you. Firstly, who are you and how did you get assigned to this position? Secondly, how and who approved the conversion and installation of pickle ball court lines and sound barriers for the Gilchrist Park tennis court? Thirdly, who actually is paying for the installation of

the pickle ball court and its sound barriers? The taxpayers in the historic district or individuals who have their own special interests at heart?

Our input is as follows:

Our concerns are that the pickle ball activities are much too large for the Gilchrist Park courts. We have observed as many as 32 players on the courts at one time as well as a great number of spectators watching the games. Competitions among leagues are being held in the park that are too large for the space. Traffic is a huge problem. In fact, I myself was almost hit one day as a pickle ball participant backed out onto West Retta. The pickle ball activities are much too busy for the park area with all the other activities occurring in Gilchrist Park, including the playground area immediately adjacent to said court. With the new Pickleball complex being offered at the college property there is no reason for such large numbers on W. Retta. Competitions and groups larger than 8 players should be held in the new pickle ball complex where greater numbers are more suitable. It is our opinion that playing time should be in a restricted scheduled time block such as 8 AM to noon and 5 PM to 7 PM and the number of players restricted to 8 at any one time in Gilchrist Park. Any other pickle ball activities should be housed at the new "Pickleball" complex.

We are very distressed that this action has been carried out without neighborhood final input. We thought we had 90 days from May 9th to offer such input. In fact, we saw today the painting of new lines after also reading last nite of the agenda for sound barrier installation online. Did we miss something in this process?! We went to our last neighborhood meeting where the police did their report for the total meeting time. Nothing came up concerning the pickle ball issue. I reviewed our minutes back to February meeting and nothing was discussed either about pickle ball in Gilchrist Park. The only mention was concerning the pickle ball complex at the college property during the March City Council information. We had no neighborhood meeting in April. The east side of our district's issues of lighting has just recently been addressed and they still struggle for sidewalks. They seem to be ignored consistently.

When we moved here in 1980 we were restricted at every turn in our renovations. We were told we were "spoiling" West Retta Esplanade. We now have the most unique and tasteful residence on this beautiful Esplanade. How things have changed. Now we have zero lot lines, flooding problems and two houses allowed to be built on one lot. We are all for growth, but tastefully. We realize times change but to overdo for the sake of the few interested in the big buck sickens us. It seems we will become another Naples, overbuilt with infrastructure problems as a result. This hiring of a company for proper planning for growth appears to be a smokescreen for the opportunists interested in making big bucks. It is very sad that greed will take our quaint, historic Punta Gorda.

We thank you for your time and consideration although we don't feel our opinion is valued whatsoever. We look forward to your responses to this issue in this email including our questions and serious concerns.

(X) I am not opposed to people having fun. Years ago, baseball used to be played in the park – it was a children's baseball league. Basketball was popular, however, the players had big boom boxes and that had to be curtailed. Teenagers used to ride their skateboards and it became a real problem as they rode on the picnic tables. I was on City Council and we worked together to solve the problem – a skateboard park was built. The sport had unintended consequences. PicklePlex is the appropriate place for Pickleball. We were promised by Nancy Prafke to wait until February (2019) when the PicklePlex would be completed and Pickleball in Gilchrist Park would go away.

We are not an elitist group of wealthy homeowners. Many of us feel like we are being ignored by the City. We like it here and we want to stay. Some residents have been verbally abused by the Pickleball players. The masterplan introduced after Hurricane Charley for Gilchrist Park was for picnics, weddings, walking and moderate size festivals. Suggested we look at the Battery Park in Charleston, SC. There are no Pickleball Courts in that park. Also, to look at the passive park in Venice, FL. There are no Pickleball courts in that park but are located in the commercial corridor of the city.

Resident provided us with a list of dates from February 26, 2013 to April 2019 in which the issue of Pickleball was mentioned - forty times during City Council meetings. Resident also provided a breakdown of the total hard costs the City has put towards Pickleball to include both Gilchrist Park and the new PicklePlex: $106,700.

Gilchrist Park Pickleball Player Survey

217 players surveyed over nine days from 3/22/19 to 4/11/19

Players' residence:

- Punta Gorda – 57%
- Nearby (PG Mailing, PC, NP, FtM, CC, Arcadia, etc.) – 33%
- Out of Area – 10%

38% of players were seasonal residents.

Player Revenue - approximately $135K Annually:

- Statistics show pickleball players spend from $5.00 on up at or near the location of the courts for each visit
- 217 players surveyed @ $5.00 per visit generate a conservative estimate of about $135,000.00 annually.
    - Based on survey showing players make on average 4 visits per week
    - Average player is here 60% of the year

Punta Gorda businesses players mentioned supporting included:

- Wrigley's
- Village Brewhouse
- Hungry Howies
- Toulas
- Amimottos
- Manatees
- Beef O'Brady's

Neighbor Interview Synopsis

Interviews were conducted from May 2 thru June 3, 2019

Thirty-four residents were interviewed in the HOA area between May 2 thru June 3, 2019. The average per person household is 2.2 and the length of residency ranged from 6 months to 30 years at current address.

Do you play Pickleball?

9 of 34 play

"My husband and I both play. We were very intrigued by the sport when we saw it played. We love it! It has become a great form of exercise, both mentally and physically. Because of Pickleball, we have made more friends in the shortest amount of time compared to anywhere else we have lived. When you play Pickleball, no one cares about your background or what you do, where you live, how you dress or how much money you make; all anyone cares about is playing the game and having a good time. There is a sense of family and community that other sports just can't replicate."

Can you hear Gilchrist Park Pickleball from inside/outside your house?

22 yes; 11 no

Yes, I can hear it inside and outside of my house. I know when it is 8 a.m. and when it is 8 p.m.

We can only hear it if our lanai or back windows are open. We are lucky enough to live around the corner and that cuts a lot of the noise.

Starting at 8 a.m. throughout the day, we are subjected to the constant noise all day long.

Has the noise from Pickleball had an effect on your lifestyle?

22 said the noise from Pickleball has affected their home life or lifestyle.

11 said no effect on their lifestyle

"Yes, the noise has affected my health; I have panic attacks which mirror a heart attack. Our lifestyle has been severely affected. We can no longer sit out on our porch due to the noise from the balls being hit against the paddles, the loud voices coming from the players, the excessive number of cars parked on the streets, abusive comments. It has put a great strain on our home life; we can no longer enjoy the peace and quiet of our home."

"I am an outdoor person and the noise from the game is assaulting. It is difficult to sit outside with the constant noise from the Pickleball courts. Also, I like having my windows open at the back of the

house, especially during season, but find it no longer enjoyable. I am used to traffic noise but this is different. I work from home and my office is at the back of the house. I hosted a small wedding in my home back in December. Throughout the event, my guests kept asking what that noise was – referring to the Pickleball noise."

I used to enjoy walking in the park or taking a sack lunch to eat on the harbor. Now I have to walk before 8 a.m. or in the heat of the day when there are no players or only one court in play.

Are there activities you no longer participate in because of the Pickleball noise?

"We used to enjoy walking or biking through Gilchrist. Now you start out and hear the waves, the birds, kids playing and then the peace is disturbed with the pop, pop, pop of Pickleball. Not all the time, of course, because they don't play in the heat of the day. But, sometimes we do change our route because of Pickleball."

"I used to go outside and exercise, and now I don't. I feel so differently about the city now. My sister and some of my friends play Pickleball and really enjoy it. I am not anti-Pickleball. I just don't want it in the park where it negatively affects so many people's health. There is a perception of the noise. One is physical, like seeing the game and hearing the game. The other is psychological. It can, and

does, affect peoples mental and physical health."

"Since the early 1900's, G Park has been used for community events such as festivals, weddings, family picnics, etc. It's been a pleasant park. Even when the once a week musicians started using electric guitars or amplifiers, they were told to go back to strictly acoustic music. These events aren't every day for 12 hours a day."

Are there other Pickleball related issues that affect you?

12 of 25 said parking has improved, but it is still an issue.

"Parking is a problem. When people park on both sides of these historic streets, there is no room for emergency vehicles." (Even though Pickleball players have been told to park only on one side of the road, other park users and tourists don't know to do this.)

"Parking overflows to our street, whether it is Pickleball players or other park users who are forced to the side streets. There are so many cars parked on our street on both sides, we often have difficulty maneuvering into or out of our driveway. We are concerned about emergency vehicles being able to maneuver down our street with cars lined up on both sides."

If the courts remain in Gilchrist Park, are you open to a compromise?

13 of 25 said they are open to a compromise; 11 are not open to a compromise

"A compromise would be fair. Down to 4 courts for sure, and quiet balls and paddles should be required. There is a foam ball, which is not sanctioned, but it could be required at Gilchrist. City Council could donate two buckets full and leave them at the park. That's a lot cheaper than a $34,000 acoustic fence! No play on Sunday. Give the people a break!"

"Yes. We will never get anywhere if people aren't willing to compromise. Maybe it should go down to 4 courts. I don't know. I feel the Pickleball players have done a lot to try and satisfy the neighbors. They stopped having tournaments, they no longer park on the grass, they have moved their backpacks off the fence, they have moved further away from the street, they agreed to park on only one side of the streets, etc.

"I suppose one compromise I would consider would be to have Pickleball played on certain days so we would know when to expect the noise, parking etc."

"No. I have nothing against the sport, but there is no comparison between it and any other park activity. Gilchrist is not a sports' park. It is not a park for noisy activities.

"No, we have nothing against the game of Pickleball nor the players. It looks like it would be a fun game to play. However, we would not be in favor of keeping the courts in Gilchrist Park. We feel this activity belongs more in a sports park not in a residential neighborhood."

"No. It is not an appropriate place for Pickleball."

Additional Comments by residents:

(A) Yes. We have spoken to the Historical HOA and to each member of City Council individually. We feel the play at Gilchrist should be limited to individual recreational play. There should be no leagues, lessons, challenge courts or tournaments. We think the courts should be moved to the tennis court location, a berm should be built, trees and shrubs added and sound abatement material should be installed. This park has been a multi-use park long before any of us arrive in PG. It still should be multi-use. Things will improve with the opening of PicklePlex.

(B) Our HOA originated in 2017. Pickleball became a contentious issue at our meetings, so I asked if we could have a committee that would look into things, outside of the general meetings. There were four people on the committee. We never met, but instead emailed back and forth, and came up with reports. I had been asked by Nancy P. (when she was a Pickleball liaison) to research the effects of noise on people's health. I did report my findings and Jim Round and I also met with Nancy about the acoustic fence. I told the other two people on the committee we were doing so. I do not know if they met with her separately or not. I was not part of a group that came up with PicklePlex as a solution to the Gilchrist noise. Nor was the HOA ever asked to be a part of a committee to come up with a solution.

(C) Yes. Someone on your committee should research Will Thornton. He is the one Bernie DePaul paid to have the sound study done. He is well revered in his field. He said the decibel sounds made by Pickleball' impact on the racquets is more of an impulsive/impactful noise. Maybe like 8 faucets dripping, but not exactly at the same time. He also said the type of sound made by Pickleball will be slowed or dampened directly behind the acoustic fence, but the sound will also curve up over the fence, continuing on to residences. No other group has ever taken over the park like this. The Historic District is not trying to run the park, but we do want to enjoy our homes. Pickleball is a healthy sport and lots of people I know play it and love it. However, sound studies prove irritating noises can lead to hypertension, stress, cardiovascular disease and mental health issues.

(D) I see Punta Gorda eroding for special interest groups. It is under assault from a number of groups-restaurants interested in locating in Gilchrist, Pickleball players overtaking the park, etc. I

am by no means anti-Pickleball. I have lots of friends who play at Gilchrist and other places. I'd like to learn to play the game, actually, and will probably do so when PicklePlex opens.

(E) I am definitely NOT a fan of the barrier going up. I think we should wait to see what happens when PicklePlex opens. I do worry that if they get rid of Pickleball, what group will be next? I hate to see 10 houses control what can and can't go on in the park. Is it going to become simply a green space? We do need to put this to bed. There is no denying that there is sound associated with Pickleball.

(F) The City Council voted to go down to 4 courts and put up the sound barrier fence. They should have waited until PicklePlex opened to see what happened. The mini-houses that are going up in the historic district are bringing the home values down, plus some have no off-street parking. Most of them will probably be AirBnB or VRBO rentals.

(G) If courts remain at Gilchrist Park, (4 would be good) I'd like to see it be required that a quiet (foam ball) be the only one that is acceptable. Like I said, City Council could donate two buckets full and leave them at the park. That's a lot cheaper than a $34,000 acoustic fence! No play on Sunday. Give the people a break!

(H) No

(I) I think this committee needs to be aware that the United States American Pickleball Association (USPA) the governing body behind the sport, is trying to improve the technology. As the technology improves, there will be less sound from the paddles and balls. I think by allowing only USAPA sanctioned paddles and balls, we can reduce some of the noise. This means that paddles are dropped from the list if they no longer meet the sound threshold. Other communities have implemented this concept with positive results and it is something that should be considered.

(J) The relentlessness of the noise so close to residential property is inappropriate when other Pickleball venues are available. Nearby residents can't enjoy their front porch. If the courts are not closed (at Gilchrist Park) play should end at 5p.m.

(K) There has got to be a solution for everyone. I feel the neighbors' opinions should be highly considered.

(L) We are not a fan of the acoustifence. We feel it will detract from the beauty of the park as well as limit the view. We have friends who live closer to the courts and we certainly sympathize with them.

(M) I am opposed to the wall (acoustifence) that is going to be installed. Why can't the City wait until the PicklePlex is open to see what affect it will have on Gilchrist courts. I wouldn't be surprised if the property values go down once the fence is up. No one wants to look at a wall. Parking is a real issue whether it is a result from the Pickleball players, festivals, etc. Specifically cited the Hibiscus Festival because it lasts three days. Doesn't have a problem with the Guitar Army as it is just for 3-4 hours and then gone. Feels a little bit of a problem is the "attitude from the players" – that they have a right to be there and they are not going to be forced out by the residents. Very much against the wall (acoustifence) going up before the PicklePlex is completed to see what the usage will be. Feels like it is being done too soon, City should wait.

(N) Putting up the wall around the courts in the park is the craziest, insane idiotic idea. It will be an eyesore not just for the residents but for the community. A park can have weddings, loitering, numerous activities. Parking is a huge issue and once the park is redone, there still will not be enough parking. Against having a restaurant in the park – again parking would be a nightmare. In regards to the recent rezoning for an Air B&B in the neighborhood. The city needs to be careful and not go down this rabbit hole. It will be a big problem if it becomes a precedent. Who will police if homeowner is renting out home and not in town.

(O) We moved here to be close to downtown and close to Gilchrist Park. I find the park attractive because it is on the harbor and provides a variety of activities for families. I can see both sides to the issue. If I lived across from the Pickleball courts, the noise would drive me up a wall. It is an issue for the residents whose happiness and well-being is being affected by Pickleball. And I can appreciate folks wanting to play in Gilchrist Park because of the Harbor view and park setting. I was not aware that the City was putting up an "Acoustifence" at the Pickleball courts.

(P) My main concern is safety issues for everyone in the park. During the construction phase, a very large metal electrical box was installed which detracts from my view. I have had a number of people who are in the electrical business tell me that the box could have been positioned to the side instead.

(Q) Twenty thousand dollars of our tax money has been given to PicklePlex and we don't understand why thirty-two thousand dollars has now been spent on the acoustifence before the PicklePlex is completed.

We have noticed, homes are not selling in the historic district because they are in close proximity to the courts. To accommodate the game, the park is no longer viewed as a friendly gathering place.

We have observed, parents with children who came to use the playground have had to park elsewhere because Pickleball players were parked in the playground parking area.

The time of year that you would want to have your house open runs concurrent with the time of year Pickleball is at its peak.

We do not find that the acoustifence is suitable for the park. It will not be esthetically pleasing to residents or park users. The residents are entitled to peace and prosperity in their home. It appears the games played are not casual but more league oriented.

(R) We want the City Council to make a decision to close the courts here in Gilchrist park. We have to put up with the constant noise of the game from morning until night. Those folks who play can go home after they play Pickleball and can enjoy the peace and tranquility of their home. We as residents, have the same right to enjoy the peace and quiet of our home as well. We do not feel we are being respected or listened to by the City Council. We just want to enjoy living in our home again.

(S) Several years ago, councilmember Kim Devine said let's see how it works out with the Pickleball Courts in Gilchrist Park and unfortunately it has caused anguish for a number of our residents. Pickleball should be moved to PicklePlex. Pickleball has divided the community and the park no longer is a place of peace and tranquility.

(T) People who walk by our house on the way to the park often stop to talk. The great majority of the time they are unhappy with the Pickleball noise. This is a small neighborhood park - not a sports park. Pickleball is not consistent with the character of Gilchrist Park. We have noticed that the parrots have left the park and we believe it is because of Pickleball. Also, no longer see weddings.

In regards to the acoustifence, it will not reduce the sound by 50% but it may reduce the decibel rating.

Look at the three owners on the block directly across from the Pickleball courts. One couple has not come down because of the noise. We have neighbors whose health has been affected by the game being played in the park. Specifically, look at the three owners on the block directly across from the Pickleball courts.

I would like to share the Noise ordinance from the City Ordinance, Chapter 16, Park Regulations; The regulations contained in this chapter are necessary for the purpose of Preventing … disturbances of the use and enjoyment of City parks by others, and disturbances of the peaceful and quiet use and enjoyment of nearby residential uses by their occupants.

(U) We bought this house because it is so close to the Harbor and close to Gilchrist Park. The game of Pickleball had not arrived in the park when we made our purchase. We feel as if the neighborhood is not as attractive as it used to be because of all the cars, noise and shouting from the game. We want the courts removed from the park.

Since the "season" crowds have left, we have noticed more people now having picnics, strolling thru the park, having BBQ's, etc. I have written to City Council regarding the Pickleball issues but have not ever received a reply. Also, opposed to the Bayfront Center and PG Boat Club made into a large restaurant – where would people park? We already have a parking issue here.

(V) There were on occasion, tennis tournaments held in Gilchrist Park and yes, they did create noise and there were some parking and traffic issues. We feel other activities such as fishing, BBQ's, picnics in the park have had their access somewhat eliminated by the playing of Pickleball. Also, over the years, the music events, craft shows or plant sales did not create the disruption that Pickleball has created. These events were occasional and not an everyday or all day event.

We have talked with a number of players and found them not be residents of Punta Gorda but from Charlotte County and elsewhere. We feel the new PicklePlex would be the best place to play the game as it will offer more courts.

We are not in favor of the acoustic-fencing, not something we or other residents want to look at. Perhaps if the City placed courts next to the Harbor, the acoustic-fencing would not be necessary as the courts would be far away and the noise would not affect the residents.

Pickleball is too intense for the type of park that Gilchrist is. It creates too much traffic and noise; it totally overwhelms the park.

(W) It appears that decisions have already been made prior to receiving input from we neighborhood residents. We, as several of our neighbors, were shocked to see one of the tennis courts painted for a total of 32 players and to read that sound barriers are going to be installed as well. For this reason, we feel it sufficient that we submit our input to you by this email.

Before we begin with our feedback we have some questions to ask of you. Firstly, who are you and how did you get assigned to this position? Secondly, how and who approved the conversion and installation of pickle ball court lines and sound barriers for the Gilchrist Park tennis court? Thirdly, who actually is paying for the installation of the pickle ball court and its sound barriers? The taxpayers in the historic district or individuals who have their own special interests at heart?

Our input is as follows:

Our concerns are that the pickle ball activities are much too large for the Gilchrist Park courts. We have observed as many as 32 players on the courts at one time as well as a great number of spectators watching the games. Competitions among leagues are being held in the park that are too large for the space. Traffic is a huge problem. In fact, I myself was almost hit one day as a pickle ball participant backed out onto West Retta. The pickle ball activities are much too busy for the park area with all the other activities occurring in Gilchrist Park, including the playground area immediately adjacent to said court. With the new Pickleball complex being offered at the college property there is no reason for such large numbers on W. Retta. Competitions and groups larger than 8 players should be held in the new pickle ball complex where greater numbers are more suitable. It is our opinion that playing time should be in a restricted scheduled time block such as 8 AM to noon and 5 PM to 7 PM and the number of players restricted to 8 at any one time in Gilchrist Park. Any other pickle ball activities should be housed at the new "Pickleball" complex.

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We thank you for your time and consideration although we don't feel our opinion is valued whatsoever. We look forward to your responses to this issue in this email including our questions and serious concerns.

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Gilchrist Park Visitors Survey

65 park visitors surveyed between 4/16/19 and 4/29/19. These visitors were not pickleball players.

How does the Pickleball court play impact your park experience?

- 60% - No impact
- 28% - Enhance
- 12% - Detract

Visitors' residence:

- 49% - Punta Gorda
- 28% - Non-PG Charlotte County
- 23% - Outside Charlotte County

Visitors' Primary Activity:

- 65% - Walking/exercise
- 18% - Playground
- 0% - Tennis, basketball
- 14% - Other

Communications

Letters and emails to and from information sources



Communications to and from Pickleball Committee

From: Victor Dover <vdover@doverkohl.com>
Date: March 14, 2019 at 8:41:27 PM EDT
To: Donna Peterman
Cc: Mitchell Austin <maustin@pgorda.us>, Luiza Leite <lleite@doverkohl.com>, Melissa Reichert <mreichert@cityofpuntagordafl.com>
Subject: Re: Pickle Ball

I think I said many communities seem to be having a "pickleball battle," and that you are not alone in working through the conflicts (especially noise in residential areas.)

(One of the resources cities can draw upon is NRPA, the National Recreation & Parks Association; I'm a member of the NRPA board.)

At a recent NRPA conference, Shane Wampler from Omaha spoke about pickleball best practices; perhaps you might reach out to him. His presentation:

https://s23.a2zinc.net/clients/NRPA/NRPA2018/Public/SessionDetails.aspx?FromPage=Sessions.aspx&SessionID=680&SessionDateID=12

Here's a useful NRPA article in which a retirement community manager acknowledges the noise issue.
https://www.nrpa.org/parks-recreation-magazine/2013/may/having-a-ball/

Good luck!

Victor Brandon Dover, FAICP • CNU Fellow
www.doverkohl.com

Perri Turner <PTurner@cityofpuntagordafl.com> Fri, Mar 15, 8:40 AM

to Bill, Jeff, Beth, Darcy, Debra, Donna, Julie, Sara

The 8 permanent courts were installed approximately April/May 2015 and same are still in use.

The hours of play is 8 a.m. to 8 p.m.

The Pickleplex is anticipating an opening in mid May with 16 courts.

As far as the Phase II construction at Gilchrist there is not a date set for any closing of the pickleball courts.

I have also attached an updated contact list with Donna's personal email

Perri Turner
Administrative Assistant
City Clerk's Office

City of Punta Gorda
326 West Marion Avenue

Punta Gorda, Florida 33950
941-575-3342

CITY COUNCIL
CITY OF PUNTA GORDA
3/20/2019

Title:	Request by Pickleball Committee to Undertake an Acoustical Study
Funds:	City Council Contingency General Fund - FY 2019 budget includes $15,000 in account. Range of $3,500 to $4,000 estimated costs for study based on attached proposal but will be adjusted once competitive bids are received.
Recommended Action:	City Council consideration of the Pickleball Committee's request for funding of an acoustical study.
Summary:	The recently formed Pickleball Committee has requested City Council appropriate funds for an acoustical study at the Gilchrist Park courts. Attached is a proposal from a company in Florida. This provides Council with an idea of what such a study entails and might cost. The City's Procurement Division will competitively bid the request.
Department/Division:	City Manager

From: DEB SARKISIAN
Sent: Monday, March 18, 2019 9:48 AM
To: dan@4safetyandhealth.com
Cc: Deb Sarkisian
Subject: Brief article re: Pickleball noise

Dear Dan,

It was a pleasure talking to you today. Thank you for your input. Please find below the information on acoustifence which we discussed.

https://www.acousticalnoise.com/noise-control/why-are-your-pickleball-courts-receiving-complaints-from-neighbors/

We look forward to your proposal which will be presented in tomorrow's pickleball committee meeting. If there are further questions from the group, I will be in touch.

Have a great day.

Kind Regards,

Deb Sarkisian

From: Dan Hartwig <dan@4safetyandhealth.com>
To: Deb Sarkisian'
Sent: Mon, Mar 18, 2019 10:33 am
Subject: RE: Brief article re: Pickleball noise

Just a quick note that our web site is working again. If you look at the Industrial Hygiene page, there is a list of services that include noise surveys.

I also should have mentioned that I have a degree in Environmental Engineering (in case that may matter).

D. J. Hartwig, CSP, CIH
General Health & Safety Services Corp.
941-621-2535
www.4safetyandhealth.com

From: Dan Hartwig <dan@4safetyandhealth.com>
To: debsarkisian
Sent: Mon, Mar 18, 2019 11:56 am
Subject: RE: Brief article re: Pickleball noise

Attached is the proposal you requested. Let me know if you have any questions.

D. J. Hartwig, CSP, CIH
General Health & Safety Services Corp.

From: Mitchell Austin
Sent: Thursday, March 21, 2019 9:44 AM
To: Donna Peterman
Subject: Trabue Park - Pickleball concept plan

Donna Peterman,

In 2017 as part of an ongoing cooperative arrangement with the Whittaker College of Engineering at Florida Gulf Coast University, a student team produced an conceptual set of engineering design plans for an improvement to Trabue Park on E Marion Ave adjacent to the hospital. The attached Word file contains the project brief from the City and the PDF file contains the plan set produced by the student team. Please let me know if you have any questions or concerns.

Thank you,

Mitchell Austin
Chief Planner
Urban Design

City of Punta Gorda
326 West Marion Avenue
Punta Gorda, Florida
33950
941-575-3335

Jeff Carman <jeff@carmanplan.com> Fri, Mar 22, 4:12 PM

to Donna, Darcy, Bill, Deb, Julie, Beth

Hi all,

As one my agenda items deals with the financial impact of pickleball, I am forwarding the latest copy Pickleball

Magazine. For those not involved in the sport, it may be hard to conceive of pickleball's impact, both financially as well as socially around the country.

While the magazine has the traditional equipment ads, it is interesting to note the number of cities that advertise as being a pickleball destination. Whether for tournaments or vacation play, cities all over the country are capitalizing on the availability of pickleball.

https://view.joomag.com/pickleball-magazine-4-2/0247204001553106267?short

Best regards,

Jeff Carman

Donna Peterman Sat, Mar 23, 7:03 AM

To: Julie, Jeff, Debra, Darcy, Bill, Beth

Dear All,

The City has approved the retention of General Health and Safety Services to conduct the pre and post acoustic study. Have indicated our desire to meet with the gentleman once the agreement is final. The Council should be pleased at the significant savings. Thanks, Debby for finding this alternative.

Donna

From: Beth Magnin
Sent: Friday, March 29, 2019 1:30 PM
To: Victor Dover <vdover@doverkohl.com>
Subject: Punta Gorda Pickleball Issues and NRPA

Good Afternoon Victor,

I have been appointed by the Punta Gorda City Council to serve on the Pickleball Committee to help with the issues that have arisen from having the Pickleball courts located in Gilchrist Park.

At your suggestion, Donna Peterman our chairperson (who you met at the PG Historic District HOA meeting while you were in town) contacted you about Pickleball issues. You suggested we contact Shane Wampler in Omaha, NE. Mr. Wampler had done a presentation on best Pickleball practices to the NRPA conference. I emailed Shane about our issues and any info he could share with us. Shane did call and he talked about the Pickleball courts in his area but he was not aware of any noise complaints. I have tried accessing the NRPA website with very little success. Each time I try to search for Pickleball on the site, and since I am not a member I am asked for a password which I do not have.

Could you suggest other resources, websites or organizations I might try?

I have ready about a few communities who have noise issues, but we are really looking for concrete and factual assistant towards a workable and ultimate solution.

Thank you for your time and consideration.

Best regards,

Beth Magnin

From: Victor Dover [mailto:vdover@doverkohl.com]
Sent: Friday, March 29, 2019 5:53 PM
To: Beth Magnin <bethmagnin@hotmail.com>
Cc: Luiza Leite <lleite@doverkohl.com>; maustin@pgorda.us; Howard Kunik <HKunik@ci.punta-gorda.fl.us>; Melissa Reichert <MReichert@cityofpuntagordafl.com>; donnapeterman713@gmail.com
Subject: RE: Punta Gorda Pickleball Issues and NRPA

Beth:

I'm sorry my NRPA leads weren't more help. Yours is the first community I've ever worked in that doesn't have its own parks & rec department; most parks department directors are NRPA members, so I've never run into that problem where accessing their website was a problem.

But here's some other links of interest.

I'm no expert, but I have been reading and hearing about the problem for a while now. https://mailtribune.com/news/top-stories/how-loud-is-pickleball The noise comes from the impact of the paddle on the ball, obviously—so the mitigations and solutions I've read about so far are pretty few, and just about as obvious:

1. Play with quieter paddles. There actually are some paddles that reduce the noise. (See article, which, not surprisingly, mentions PG.) https://www.pickleballportal.com/blog/pickleball-noise-quiet-paddles/
2. Play with quieter balls. For example, there are "practice" balls.
3. Play with both quieter paddles and practice balls. https://blog.pickleballcentral.com/2016/04/12/the-never-ending-pickleball-noise-issue/
4. Play in a partially acoustically-enclosed space. The "acoustifence" technology seems to be gaining traction. Orienting the court some certain way is also said to make a difference. There some physics of sound outlined here: https://www.acousticalnoise.com/noise-control/why-are-your-pickleball-courts-receiving-complaints-from-neighbors/
5. Play in a fully acoustically-enclosed space (indoors, essentially).
6. Play only at certain times. There was apparently a petition drive to limit play times in The Villages. http://archive.naplesnews.com/columnists/news/brent-batten/brent-batten-the-dark-side-of-pickleball-has-a-certain-sound-to-it--289ea723-3ccf-781d-e053-0100007f-383520051.html
7. Play somewhere else. That is an appealing aspect of the "pickleplex" concept.

Good luck to you and Donna with the committee!

It seems forming a committee to figure it out was also the next step at Wynmoor in Coconut Creek: https://wsvn.com/news/help-me-howard/what-to-do-about-constant-pickleball-noise/

Not every group of community leaders has been able to arrive at an answer: https://www.stgeorgeutah.com/news/archive/2016/10/20/jcw-city-council-throws-up-hands-in-pickleball-court-debacle/#.XJ5Br5hKj6Q

I hope yours does. Please keep me posted.

Victor Dover FAICP

Donna Peterman Thu, Apr 4, 8:43 AM

to Dan, Jeff, Beth, Darcy, Bill, Deb, Julie

Dan,

There have been a lot of emails with regard to our project. Just want to be sure that I had passed this one along.

Also, were you able to reach Marian re: acoustic material – specs and potential installation?

Thanks,

Donna

Dan Hartwig <dan@4safetyandhealth.com> Apr 4, 2019, 11:14 AM

to Donna, Jeff, Beth, Darcy, Bill, debsarkisian, me

I went out to the Pickleball Complex on Tuesday before I talk to Marian because I was told they were putting up the same material. They were just putting up the poles so I didn't see the material. I planned to call Marian today.

Not all that is on the internet and written in newspapers is accurate but nevertheless it's good to see what people are reading. Please continue to send me correspondence like that.

D. J. Hartwig

From: Deb Sarkisian Thu, Apr 11, 1:33 PM

To: Donna, Bill, Darcy, Beth, Julie, Jeff

Dear All,

As an FYI, the sound study was conducted this morning and went well. Dan was able to get all readings - eight courts in play, as well as four courts in play closest to Retta and four courts in play closest to the harbor. He was unable to get readings from the tennis courts as they were occupied. He will try to get those readings when he comes back for the sound study after the sound abatement material is installed.

I noticed Mrs. Federicci talking to Dan as he was conducting one of his measurements (from in front of the house next to hers). She commented about the pickleball players using 'soft' balls today. She commented about only four courts being in play while he was conducting his measurements (to which he commented that he already had measurements for all eight courts in play). And she commented that he should take measurements from her back porch; to which he did not reply.

I assure all of you no soft balls or noiseless paddles were used today, nor were these measurements skewed in any way.

Deb

On Apr 16, 2019, at 12:38 PM, Deb wrote:

FYI - A new item has been added to tomorrow's city council agenda. It is identified as Noise In Gilchrist Park - presentation by Bernie Depaul. Unfortunately, I will not be able to attend to hear Mr. Depaul's presentation. Hoping someone on our committee will be there to listen to any facts he might present that would be applicable to our efforts.

Thanks,
Deb

Deb Sarkisian Apr 16, 2019, 1:37 PM

To: Donna, Jeff, Beth, Darcy, Julie, Bill

Should have mentioned I started surveying park users this morning. Spoke with 22 folks from 10:00 - 11:30. It's an interesting process and a good way to get lots of feedback.

Deb

Jeff Carman Sat, Apr 20, 9:41 AM

to Donna, Julie, Bill, Deb, Darcy, Beth

Hi all

Just wanted everyone to know that the acoustifence at PicklePlex is alive and well after the high wind event yesterday. Only mentioning it as it is contrary to statements made by Sheila. Certainly installation is the key.

Best regards,

Jeff Carman

From: Bradford Schuette
Sent: Tuesday, April 23, 2019 9:09 AM
To: Donna Peterman
Subject: Pickleball noise study

Donna,

Here are a couple that I found. The second one is very detailed and has a good primer on acoustics.

Brad

https://scwpickleballclub.files.wordpress.com/2012/10/scg-sound-study.pdf

http://ironoakstennis.net/Documents/NoiseTesting.pdf

On Apr 25, 2019, at 1:40 PM, Dan Hartwig <dan@4safetyandhealth.com> wrote:

Donna,

I just want to be sure I'm clear on the deliverable for this study. My intention is to provide a written report which will include detailed methodology and results. For the Council presentation, I understand you are requesting a PowerPoint (PPT) presentation. I need to know if my presentation will be a standalone or will be a part of another

PPT. If it's a part of another PPT, I will need the layout slide that presentation is using so we can keep the same look.

With your approval, I'd like to present my report and PPT to the Committee in advance of the Council meeting in case there are any questions that need further clarification.

D. J. Hartwig, CSP, CIH

General Health & Safety Services Corp.

Donna Peterman Thu, Apr 25, 2:13 PM

to Dan, Julie, Debra

Yes. We want to meet with you prior to Council but we are on a tight schedule so the sooner you are done with the study the better. And presentation packaging takes time. Your slides will be part of overall report. Julie is producing. She is copied on this so please coordinate directly with her. Also, I will provide outline of full presentation prior to your return.

Re audio, I believe what Julie is asking, if we can audibly demonstrate sound abatement. I have conveyed the study's budget constraints to the Committee. We are asking if you have a suggestion as how to achieve — or not. Up to you.

Good questions.

Donna

Donna Peterman Tue, Apr 30, 1:05 PM

to Dan, Jeff, Deb, Beth, Darcy, Bill, Julie

Dan,

We plan to do a final review of your report and slides at our June 11 weekly meeting in Main Conference Room, Third Floor City Hall Annex, starting at 10 a.m. Your material will be up first and then we will review the rest of the Committee's presentation. We know that you and Deb are targeting May 31 for the second part of your study.

Let me know if there are any questions.

Thanks, Donna

Tue, Apr 30, 11:32 AM

From: Deb

to Jeff, Donna, Julie, Darcy, Bill, Beth

Darcy/Beth,

Here are a few more questions for consideration when interviewing PB players:

1) How has PB impacted your health/life?
2) Did you move here because of Gilchrist PB courts?
3) Do you spend money in town because of Gilchrist PB courts?

Also, I think if we are going to ask PB players about soft paddles we need to have a list of them because many are already using them. Soft balls would be considered 'onyx' or some type of ball along those lines (there are more than one type of soft ball). I don't think the players will understand the terminology 'recreational' when it comes to play at Gilchrist. My thoughts are that play is already recreational in that there are no tournaments, no leagues and open play. Parents play with children...grandparents play with grandchildren...men and women play together, etc.

If you'd like I can try to find a list of the quieter paddles.

Thanks,
Deb

Deb Tue, Apr 30, 3:46 PM

to Julie, Donna

Hi Julie,

Below is the website I went to to find the statistics page. I cut and pasted the statistics portion into word and have attached the spreadsheet too..

https://www.usapa.org/pickleball-fact-sheet/

Let me know if you have any difficulty opening it.

Thanks,
Deb

On May 2, 2019, at 10:29 AM, Joan LeBeau <JLeBeau@cityofpuntagordafl.com> wrote:

Hi Betty,

Do you know anything about the parrots in Gilchrist Park? I have been asked by the Pickleball Committee to see if there is a correlation in their disappearance from the area because of the noise from the constant noise from the pickleball courts.

If you don't know is there anyone you can think of anybody else I can contact? Thanks in advance for any assistance you can provide.

Joan LeBeau
Urban Design Manager
Urban Design

From: Staugler,Elizabeth A [mailto:staugler@ufl.edu]
Sent: Thursday, May 02, 2019 10:47 AM
To: Joan LeBeau <JLeBeau@cityofpuntagordafl.com>
Cc: Mitchell, Ralph <Ralph.Mitchell@charlottecountyfl.gov>
Subject: Re: Question

Hi Joan... I'm familiar with the parrots but am not a bird expert to know their behavior. I think it would be hard to pinpoint pickle ball noise as the cause for their disappearance. There's been a lot of construction. It was a busy season' etc. I don't know how you could isolate a single activity to establish cause and effect.

Ralph does UF have an ornithologist that could assist here? If not maybe someone from the Peace River Audubon.

From: Mitchell, Ralph <Ralph.Mitchell@charlottecountyfl.gov>
Sent: Thursday, May 02, 2019 11:30 AM
To: Joan LeBeau <JLeBeau@cityofpuntagordafl.com>
Cc: Staugler,Elizabeth A <staugler@ufl.edu>
Subject: [EXTERNAL] RE: Question

Joan,

Well, the Quaker parrot is generally considered more of as invasive exotic than anything – mostly to electrical utility companies – please see here - http://archive.naplesnews.com/community/monk-parakeets-make-a-home-in-southwest-florida-ep-401719083-331815661.html - **Monk parakeets make a home in Southwest Florida**

As far as them leaving due to noise levels – I am not sure. I know that they were doing research on them to develop a birth-control material as they are such a problem in some areas. So, the first question I guess is: "Is this a good thing or a bad thing?" That depends on your perspective, but officially, they would be considered invasive exotic birds.

I do know one specialist who may be able to comment – Dr. Bill Kern. I will forward him your inquiry and see what he says.



All the best,

Ralph E. Mitchell
County Extension Director/Horticulture Agent
Charlotte County Extension Service
Community Services

U.S. Open Pickleball Championships a boon for Collier County

Jeff Carman Sat, May 4, 10:43 AM

to me, donnapeterman713@gmail.com, Deb, Darcy, bhughes158@comcast.net, bethmagnin@hotmail.com

https://www.naplesnews.com/story/money/business/local/2019/05/02/u-s-open-pickleball-championships-boon-collier-county/3626095002/

Best regards,

Jeff Carman

From: "Scott, Tommy" <Tommy.Scott@charlottecountyfl.gov>
Date: May 3, 2019 at 8:57:03 AM EDT
To: "donnapeterman713@gmail.com" <donnapeterman713@gmail.com>
Subject: RE: Pickleball Facilities Charlotte County

Mr. Hughes,

Your email was sent to me, as well as the phone message you left for Tina Powell. Below is the information we have on pickleball courts in our system. Each section has the total number of courts in that type (either outdoor or indoor), the specific quantity of pickleball courts at an individual facility depends on the number and type of sports courts that are blended.

Current outdoor pickleball courts at County facilities are on blended sport courts:

- 65 outdoor blended courts - Ann & Chuck Dever Regional, Bissett, Harbour Heights, Harold Ave., Midway, McGuire, Port Charlotte Beach, Rotonda, South County Regional, and Tringali parks
- Staff has purchased portable nets that are available for use at Rotonda and Port Charlotte Beach parks as a pilot program
- General Park hours are 6a to 9p

Current indoor pickleball courts at County facilities are on blended gymnasium courts:

- 10 indoor blended courts - Harold Ave., South County Regional and Tringali recreation centers
- Recreation Center hours vary, please consult our website for weekly schedules

Future outdoor pickleball courts at County facilities with blended sport courts:

- 16 additional blended pickleball courts at Deep Creek and William R. Gaines Jr. Veterans Memorial parks

Future indoor pickleball courts at County facilities on blended gymnasium courts:

- 8 additional blended indoor courts at North Charlotte & Ann & Chuck Dever Regional parks

All of our courts are open to the public. The indoor courts have a 'drop in' fee to participate. Additionally, both indoor and outdoor can be reserved for programs or rentals, those vary from location, users and time of year. I hope this was helpful. Please let me know if you have any additional questions.

Tommy Scott, CPRP

Community Services Director
Charlotte County Government
2300 El Jobean Rd
Port Charlotte FL 33948

From: michael krzyzkowski <mikekrzyz007@gmail.com>
Date: May 10, 2019 at 9:56:34 PM EDT
To: donna peterman <donnapeterman713@gmail.com>
Subject: Prior request re Monks Parakeets

Hi Donna, we discussed your issue at our board meeting last night. The general consensus was that they have been gone for some time from the Bayfront Center trees, at least for a few years. They have relocated to a few other areas in the Port Charlotte area. We have no data or opinion if the pickle ball court had anything to do with that. I hope this helps.

Best, Mike Krzyzkowski
President, Peace River Audubon Society

From: Scott, Tommy [mailto:Tommy.Scott@charlottecountyfl.gov]
Sent: Wednesday, May 08, 2019 2:01 PM
To: Donna Peterman; Bill Hughes
Subject: RE: [EXTERNAL] RE: Charlotte County Pickleball Courts

Donna

Here is a map of our parks, recreation and library facilities. Also, you can find information about our parks on our website: https://www.charlottecountyfl.gov/services/parksrecs/Pages/Park-Recreation-Facilities.aspx. Hopefully this is helpful.

Tommy Scott, CPRP
Community Services Director
Charlotte County Government
2300 El Jobean Rd
Port Charlotte FL 33948
Office: 941.235.5001

From: Donna Peterman
Sent: May 14, 2019, 10:40 AM
To: Theresa Murtha
Subject: Activities at Gilchrist Park

Theresa,

Is there any information you can send me about activities that once were in Gilchrist Park? I am chairing the City Council appointed committee to assist them in coming up with a solution for pickle ball play at Gilchrist Park and Gussie was telling me that there used to be many more boisterous activities there – such as skeet shooting –about which no one ever complained.

Is it possible to confirm if true and in what time period and when did the park start to evolve from an active to a more passive green space? She also generally commented that she was disturbed by all the recent efforts to manage "noise" downtown and that Punta Gorda was never a "quiet" community.

Any assistance you can provide would be much appreciated.

Thanks,

Donna

On May 17, 2019, at 7:58 AM, Theresa Murtha wrote:

Donna. We are away right now but will be back next week. Let me research this for you when I get back.

T

On May 17, 2019, at 8:24 AM, Donna Peterman wrote:

Thanks. Gussie also mentioned two ball fields and boat racing

On May 23, 2019 3:27 PM Therese Murtha wrote:

From what we can determine Gilchrist Park was established in 1950. It was made from a collection of individual parks that were named after the street on which they ended,e.g. Harvey Park. During the 1950s there was a small playground only opened in the afternoon. In 1958 a formal playground with equipment was opened after much discussion and objection from those living on Retta.

Shuffleboard courts were also added. And later tennis and basketball.

The park over its history has been heavily used for private (birthdays, weddings) and public events. Art and music festivals, car shows, the hibiscus festival, Frontier Days, water races, concerts, charity walks and runs, rally's, fish frys and more. The Kiwanis used the park for Christmas Card lane for years. There were events there almost every holiday. There was a hot dog cart there for a long while. And, of course, the guitar Army has been there for many years.

Theresa Murtha

On May 23, 2019, at 3:31 PM, Donna Peterman wrote:

And skeet shooting? Gussie recalls.

Donna

On May 23, 2019, at 8:26 PM, Theresa Murtha wrote:

Perhaps associated with Hotel at the time. No written record I could find specifically. I'll talk to Gussie about it. And check hotel promos.

From: Donna Peterman 5/30/2019 8:45 AM

To: Deb, Julie, Beth, Darcy, Bill, Jeff

Installation of the sound abatement material is underway and is estimated to take two days. The City posted signs that the courts are closed but play in going on amidst the work……

We should be good to go for our test Wednesday, June 5.

Donna

From: Scott, Tommy [mailto:Tommy.Scott@charlottecountyfl.gov]
Sent: Thursday, May 30, 2019 8:22 AM
To: Bill Hughes
Subject: RE: [EXTERNAL] Fwd: Pickleball Facilities Charlotte County

Bill

Here is the information. What this represents is the name of the park facility, the number of blended pickleball courts, and if nets are provided by the county:

Current

- Ann & Chuck Dever Regional – 8 – nets coming soon
- Bissett – 4 – no nets provided at this time
- Harbor Heights – 2 – lined to utilized existing tennis nets
- Harold Ave – 6 – no nets provided at this time
- McGuire – 3 – no nets provided at this time
- Midway – 8 – nets coming soon
- PCB – 4 – nets provided
- Rotonda – 8 – nets provided
- South County Regional – 8 – no nets provided at this time
- Tringali – 16 – nets coming soon

Upcoming

- Deep Creek – 8 – nets coming soon
- Franz Ross – 8 – no nets provided at this time
- WRGJVMP – 8 – nets coming soon

Please let me know if you have any other questions or need anything more.

Tommy Scott, CPRP
Community Services Director
Charlotte County Government

From: Gloria Reilly <gloria@pickleplex.org>
Date: March 14, 2019 at 4:16:19 PM EDT
To: Jeff Carman <jeff@carmanplan.com>
Subject: pickleball data

Summer 2018 - June and July - weekly pickleball clinic for the summer camp at South County
Summer 2018 - Boys and Girls club at Mary Street location for the month of June - weekly clinic

2016, 2017, and 2018 - pickleball players participated in the Intercoastal Clean -Up; 2017/18 PRP contributed to the t-shirt fund for that event

Paint Your Heart Out (Sue would have the years)

PEACE RIVER PICKLER CHARITY:

PRP made donations to the school supply program at So. County 2016/ 2017 ($600 and $1000)

2018 - donated funds for Rick's kids to play at So. Co inside

2017 - adopted 4 families for Thanksgiving; collected can goods and gave a gift card to Publix for the meat ($75 each)

2017 - adopted 6 families from the Charlotte High School and collected items for their wish list

2016- donated to the Homeless Christmas event held at South County with gifts, including computers for the children

2018 - collected items at the Christmas party for the Homeless Coalition and a local senior living center

2018 - collected can goods for the food drive at Ice House or Celtic Ray last year as well - from leagues and drill classes

These are the ones from the top of my head and that I participated in organizing.

Hope this helps,

Gloria

From: Eugene Murtha
Date: June 12, 2019 at 4:23:13 PM EDT
To: "dpeterman@cityofpuntagordafl.com"
Subject: [EXTERNAL] Skeet Shooting

Donna:

Here is what we can find on skeet shooting in Punta Gorda:

There was an advertisement in a flyer from the Princess Hotel in the 1940s promoting Skeet Shooting. Since the Hotel had no grounds it had to be either at a park nearby or out at the golf course on 17. The original individual parks were paired with the streets. It's likely that the Skeet Shooting took place in Cross Park (where the Event Center is today). (In the forties what is now Gilchrist Park was just taking shape. In a news clip of 1938 a 2 mile park is noted –these was likely the individual parks created by Trabue that were starting to be viewed as one park. It wasn't until the 50s that this happened more formally and Gilchrist Park was named.)

The Hotel Charlotte Harbor advertised trap shooting that took place near the hotel – Cross Park (where the Event Center now is) would have been the area adjacent to the Hotel in that time. It's likely that this is where the trap/skeet shooting continued through the 40s. The parks that were ultimately formally merged to form Gilchrist in the 1950s started at Harvey Street as they do today.

Could not locate any record of skeet/trap shooting after the 40s in the downtown area. The Hotel Charlotte Harbor held contests in the early 1940s.

Communications to and from City Council and Staff

WEEKLY HIGHLIGHTS REPORT MARCH 29, 2019
City Manager

Pickle Ball Committee–At the recommendation of the newly formed Pickle Ball Committee, the City has contracted with a local qualified provider to conduct an acoustic study, based on scientifically accepted standards and guidelines, to quantify both the level and intensity of repetitive noise associated with Pickle Ball play at Gilchrist Park both pre and post installation of the planned sound absorbing material with the goal of demonstrating the degree to which abatement is effective. The scope of work also includes data analysis and reporting of findings. The fee for service is $125.00 per hour and a not-to-exceed-estimate of $850.00

From: Sheila Jaeger <sheilalarry1@gmail.com>
Sent: Monday, April 1, 2019 11:55:08 AM
To: citycouncil
Subject: [EXTERNAL] Impulsive noise

Dear Councilmembers,

This week, after several years of reading acoustical and noise annoyance research, I found a simple paragraph that explains the heightened impact of pickleball 'pops.' While I found other studies that did so, they were far less comprehensible. I hope this is helpful. Councilman Cummings, if appropriate, please pass this on to the City's Pickleball Committee.

Impulsive noise.

“Impulsive sounds are greater contributors to human annoyance than slower transient sounds even when both produce the same reading on a Sound Level Meter set to its "F" time weighting. The greater annoyance is partly due to their startling effect as well as to the fact that the human ear responds faster than the circuitry in the Sound Level Meter and therefore perceives a higher "reading" before the sound begins to decay.”

https://cafe.foundation/v2/pdf_tech/Noise.Technologies/PAV.Environ.Noise.B&K.pdf p.9

Respectfully submitted,

Sheila Jaeger

From: Sheila Jaeger
Date: April 9, 2019 at 9:37:03 AM EDT
To: citycouncil@pgorda.us, Howard Kunik <hkunik@pgorda.us>, Karen Smith <KSmith@cityofpuntagordafl.com>
Subject: Noise Abatement and Sound Studies

Dear Councilmembers, Mr. Kunik, and Ms. Smith:

The following facts are being made available to the City Council and city management. Councilman Cummings, please make them available to the city's Pickleball Committee.

1) The Pickleplex Board has installed noise abatement fencing before the pickleball courts are even completed. The adjacent classroom building is currently in significantly closer proximity to basketball and tennis courts which do not use noise abatement fencing.

2) PickleballCentral Blog, Nov. 2013: "One challenge with acoustical fencing is maintaining it in windy areas. In some communities the acoustical fencing was blown down by the wind. Another challenge with acoustical fencing is that it is expensive and can be unattractive." https://blog.pickleballcentral.com/2013/11/

PickleballCentral Bog 12 April 2016: "Acoustical fencing... can be expensive, easily pushed around by wind, unattractive and unfeasible."

https://blog.pickleballcentral.com/category/pickleball-noise/

3) PickleballCentral Blog, Nov. 2013: "Some communities have commissioned sound studies on the various paddles to determine which are quiet and which are loud. At PickleballCentral we know that paddles vary greatly depending on the particular qualities of the sheet the paddle is cut from. We take the conclusions from the sound studies with a grain of salt. The studies may be accurate for the particular individual paddles tested but may not be accurate for all the paddles in that particular product line." https://blog.pickleballcentral.com/2013/11/

To clarify, we offer these statements as facts demonstrating (1) that the pickleball community is aware that pickleball noise is in a distinctive category of noise in public spaces, a category that requires noise abatement for protection of the public. (2) that the pickleball community recognizes that acoustical fencing is not a 'cure-all' suitable for all locations. (3) that the pickleball community has concerns that sound study results are not to be taken 'with a grain of salt.' The statement further reveals that when the study is performed under conditions that are not controlled, as when the participant players are aware of the purpose of the study, it is vulnerable to inaccuracy.

Respectfully,

Sheila Jaeger

From: Sheila Jaeger
Date: April 18, 2019 at 7:48:53 AM EDT
To: citycouncil@pgorda.us, Karen Smith <KSmith@cityofpuntagordafl.com>
Subject: City Council Meeting 4-17-2019

Dear Councilmembers,

Two years ago my neighbor Bernie DePaul funded an acoustical study by one of the top acoustical engineering consultants in the country. A summary of his findings - which are consistent with other facts we have supplied - have now, after an unaccountable delay, been made available to the Councilmembers and the city's Pickleball Committee. Mr. DePaul has communicated with the acoustical engineer who compiled this summary report, William Thornton, who has expressed a willingness to respond to questions. We strongly urge you to call.

Mr. DePaul continues to suffer the stressful effects of pickleball noise annoyance hour after hour day after day whenever the weather warrants play. He should clearly be concentrating on his recovery, which this stress impedes. He has expressed his firm belief, shared by his neighbors, that this noise annoyance negatively impacts other park users as well and that acoustical fencing is not a solution for Gilchrist Park.

With all possible respect and goodwill toward the city of Punta Gorda, which I love, I urge the Council not to delay further in considering and approving removal of pickleball play from Gilchrist Park once Pickleplex is open. I respectfully submit that the Pickleball Committee's findings, which may or may not find alternative locations that the other districts are willing to 'allow,' ought not to have a bearing on a situation which all available scientific and medical evidence suggests is unsustainable. As one of my neighbors most deeply affected has said, "If only we could have an end in sight..."

Please do what is necessary to prevent an aggravation of the damage this unforeseen consequence has caused. Please put us all - Mr. DePaul, the neighborhood, Gilchrist Park, and the city - on the road to recovery without further delay.

Respectfully,
Sheila Jaeger, MLS, DVM

From: Mark Gering
Sent: Tuesday, April 30, 2019 3:15 PM
To: Rick Keeney <RKeeney@cityofpuntagordafl.com>; Howard Kunik <HKunik@cityofpuntagordafl.com>
Cc: Gary Disher <GDisher@cityofpuntagordafl.com>; Donna Peterman <DPeterman@cityofpuntagordafl.com>
Subject: Pickleball Fence at College

I recorded this short video today at the college which shows the effectiveness of the fence material versus a concrete saw. It's too large to email but can be found on our internal network z:\mark gering\pickleball fence.mov

Mark Gering
Public Works Engineering Manager
Engineering

City of Punta Gorda
326 West Marion Avenue
Punta Gorda, Florida 33950
941-575-5030

From: Howard Kunik <HKunik@cityofpuntagordafl.com>
Date: April 30, 2019 at 3:29:01 PM EDT
To: Mark Gering <MGering@cityofpuntagordafl.com>, Rick Keeney <RKeeney@cityofpuntagordafl.com>
Cc: Gary Disher <GDisher@cityofpuntagordafl.com>, Donna Peterman <DPeterman@cityofpuntagordafl.com>
Subject: RE: Pickleball Fence at College

Quite a difference!

Howard Kunik
City Manager
City Manager's Office

From: Rick Sarkisian
Sent: Tuesday, May 28, 2019 7:56 AM
To: Nancy Prafke <NPrafke@cityofpuntagordafl.com>
Cc: Howard Kunik <HKunik@cityofpuntagordafl.com>

Subject: Where did all the Pickleball players go?

Dear Mayor Prafke,

Last week the Gilchrist Pickleball courts were closed for a few days for sound barrier installation. The expectation was that players would migrate to the beautiful harbor side courts at the Charlotte County Beach Complex. That did not happen. Players went to the courts at South County Recreation Center.
It is assumed one of the main attractions of the Gilchrest courts is the harbor view. So why was it players did not migrate to the Beach Complex? The reason is simple. The Beach Complex only has four Pickleball courts and four courts does not support the important social aspect of Pickleball. Players went where there were eight courts which offers the "critical mass" of play for social Pickleball.
Pickleball is much different than tennis in regards to who you play with and where. Generally tennis partners are prearranged. You go with your partner (or three for doubles) and only play with those people. Only one court is needed. Pickleball is completely different. Generally you go by yourself knowing there will be a multitude of others to play with. Throughout the day you play with many different players. However, to support such play a "critical mass" of both players and courts is needed. With just four courts either the wait time is too high or not enough players come. Social Pickleball just does not work at facilities with four or less courts.
This is exemplified by the fact that there are only two outdoor locations in the area that attract the most players. They are Gilchrist with eight courts and Englewood Sports Complex with ten courts. The multitude of other locations in the area with four or less courts are rarely used.
The point is that reducing the number of courts at Gilchrist to just four makes that facility unusable to the Pickleball community. Even if eight courts remained at Gilchrist, there will be a tremendous shift of play to PicklePlex. With just four courts Gilchrist will become a wasted capital asset.

Rick Sarkisian
Punta Gorda

From: "mail@historicdistricthoa.org" <mail@historicdistricthoa.org>
Date: May 28, 2019 at 3:55:39 PM EDT
To: mail@historicdistricthoa.org
Subject: Message from our Councilman

Dear Residents,

I hope that everyone had a good holiday.

Being that the possibility of a Bed & Breakfast in the neighborhood is discussion among neighbors at this time, I thought that it might be useful if I provided information that I am privy to in regard to this in preparation for next week's council meeting.

Let me first preface this information with as long as I have been on the council I have been working to undo the preemption that the State has over local jurisdictions to regulate short-term rentals. I feel that this is something that local governments rather than the State should be regulating, because I feel that regulations of this type should be tailored to local realities. I am on the Legislative Committee of the Florida League of Cities. Our primary focus is on the protection of Home Rule, the ability for municipalities to govern themselves without preemption by the State government. As such, I am kept up to date on what activities cities are preempted by the State from doing. My last conversation about State preemption of vacation rentals was on Wednesday with the City's Tallahassee

lobbyist, after having met with another attorney about the Miami case that many residents are discussing earlier in the day.

Before I address what the City is and is not preempted by State law in regard to regulating short-term vacation rentals, I think that it is important that we understand how this situation has arisen in the first place.

Why was 751 W. Retta Esplanade sold to a commercial buyer?

The decision to sell this property came only after 1) it became apparent in December 2018 that City Council was not going to honor its plans to close the Pickleball courts at Gilchrist Park after the Pickleplex opened this spring, 2) that it had no concerns for the negative impact on the neighborhood by the 24-hour dinghy docks for resident boat-dwellers, and 3) there were plans made by the Boaters Alliance to turn Bayfront into an upland facility with free wi-fi and showers for boat-dwellers and visiting boaters. In supporting each of these, City Council illustrated that had little interest in preserving of the property rights and property values of the neighborhood. Because it seemed clear to the former owner that the City Council was unconcerned about her quality of life while living in her house at that time and into the foreseeable future, and similarly unconcerned about maintaining her property values, she considered it prudent to sell her property before its value declined any further.

The residential buyers who were seriously interested in buying the property all expressed concern about living so close to active pickleball courts, and all declined to purchase the property. The only interested party left was a commercial one.

Why is a Bed & Breakfast being proposed?

Because of State preemption of local regulation of vacation rentals, an owner by right, can use this property as a rental. Allowed uses include being used an a Airbnb or any other short-term rental type. A Bed & Breakfast is the use most compatible use of this property in a residential area, because Bed &Breakfasts are designed specifically to reinforce the residential nature of the areas where they are located. Unlike unregulated vacation rentals, they are designed to be a place for visitors to sleep and have breakfast. Additionally, Bed & Breakfasts are required to follow the safety and security regulations of a hotel.

According to the Punta Gorda Chamber of Commerce, Punta Gorda is one of the only historic cities in the entire country that does not have a Bed & Breakfast. This use was one that was requested of the former owner in order to ensure that the property is used in a manner most compatible with the current residential nature of neighborhood, and hopefully discourage further erosion of the residential nature of the neighborhood by City Council.

Though a regular unregulated vacation rental would certainly be more profitable than a Bed & Breakfast, the new owner feels that a Bed & Breakfast is a more suitable use of property, because it both reinforces the historic neighborhood feel and is a viable commercial use.

What are the current threats to property values and the residential character of the immediate area around W. Retta Esplanade?

Aggressive lighting along W. Retta Esplanade

Continued pickleball tournament activity

Unattractive sound barriers

Continued presence of dinghy docks in the neighborhood promoting the disembarkation in the neighborhood

The construction of an upland facility for boat-dwellers and visiting boaters in the neighborhood rather than at the two marinas

Eliminating significant green space in the middle of the park to be replaced by more parking

Excessive diagonal parking along street

Continued use of W. Retta Esplanade as a high speed throughfare from South 41 to W. Marion

What is the current status of State preemption of local regulation of short-term rentals?

From City of Miami v. AIRBNB, Inc., The Injunction Against the City's Vacation Rental Ban:

"The City's comprehensive zoning code, Miami 21, became effective in 2010. Miami 21 divides the City into various "transect zones" (i.e. zoning districts) and establishes permitted uses within each zone. At issue in this case is whether Miami 21 prohibited vacation rentals within the City's T3 zone prior to June 1, 2011. That date is significant because section 509.032(7)(b), Florida Statutes (2016), preempts any local law, ordinance, or regulation that prohibitions vacation rentals unless the local law was adopted on or before June 1, 2011. Thus, if Miami 21 did no prohibit vacation rentals in the T3 zone prior to June 1, 2011, the City may not enact, amend, or otherwise interpret its zoning code to do so now."

This case, City of Miami v. AIRBNB, Inc., is being discussed among residents as an alternative to the only two actual options that the neighborhood has in regard to the approval or disapproval of a Bed and Breakfast at 751 W. Retta Esplanade. This case is specific to Miami, not to other cities in Florida. As stated in the case, the issue at hand is whether Miami 21 prohibited vacation rentals within the Miami's T3 zone prior to June 1, 2011. It does not address the question of State preemption of local regulation of vacation rentals.

Every year that I have gone to Tallahassee to lobby on behalf of the City with the Florida League of Cities, Vacation Rentals has been an issue. So, when this situation regarding our neighborhood arose, I wanted to make sure of the choices that our community has in regard to this issue. I already knew that based on the 2011 and 2016 legislation, Punta Gorda in addition to all the other municipalities in Florida, is preempted from regulating vacation rentals outside of a few issues such as sanitation. Upon hearing about this Miami case, I took it upon myself to obtain legal advice as to whether this case had any possibility of supporting the case for the local regulation of vacation rentals.

I spoke to the City's Tallahassee lobbyist after first speaking with a local attorney who provided me with a copy of the Amicus brief of this case. The conclusion from her was the same as stated in the brief: this case is relevant only to the issue whether Miami 21 prohibited vacation rentals within Miami's T3 zone prior to June 1, 2011. If so, the City of Miami has the right to regulate. If not, it is preempted from regulation. After this, I contacted the lobbyist. There are few people in the state who have more knowledge than his preemptive legislation, in particular, regarding vacation rentals. At present, the Miami case does not have any implications for the lifting of State preemption of local regulation of vacation rentals.

These are links for the two Advisory Opinions by the Attorney General that **do** apply to Punta Gorda:

http://www.myfloridalegal.com/ago.nsf/printview/3AF7050D48068C10852580440051386C

http://www.myfloridalegal.com/ago.nsf/printview/DD7C4DD99C3DBBEB85258376005343D1

As such, the **two** choices that our neighborhood has in regard to the request for special exception to operate a Bed & Breakfast at 751 W. Retta Esplanade are:

1) A regulated Bed & Breakfast with an on-site manager, and the safety and security features required of a hotel;

2) An unregulated short-term or long-term rental, to include Airbnb or any other short-term vacation rental type. This rental will not have to comply with the safety and security regulations required of a hotel.

There is no third choice, as the State disallows the City from prohibiting short-term vacation rentals.

I feel that it is most important that we focus on addressing the key root issues that have led to this situation in the first place. I feel that the passion regarding this issue is more about the disregard that the City has shown to the neighborhood through many of its recent decisions than about this single issue. I think that it is important that the neighborhood not allow itself to become divided over this issue, because if the very tender unity in the neighborhood that has been achieved over the last year and a half is allowed to break, I am fairly certain that the neighborhood will suffer greatly in the final plans of the City Masterplan and in the 1% Sales Tax process. Because of the lack of neighborhood unity during the last 1% Sales Tax process, the Historic District received no infrastructure for the district residents. The funds spent in the district were only for general city benefit such as park remodeling, and **none** put toward infrastructure improvements needed by residents.

Though the City had set-aside and appropriated money for the neighborhood to create its **own** waterfront plan, and had created a working group to do so, this money was instead re-appropriated to create possible plans for a "Waterfront Activity Center". I think that this upcoming special meeting is an opportunity for the neighborhood to begin to formulate its own vision for the waterfront; and create a larger strategy to prevent the City from continuing to erode conditions along W. Retta Esplanade to the detriment of the neighborhood.

Have a wonderful week,

Jaha Cummings

District 1, Councilman

From: Sheila Jaeger
Date: May 29, 2019 at 4:33:20 PM EDT
To: citycouncil@pgorda.us
Subject: Solutions

Dear Councilmembers,
After six months, June should see the completion of the final three parts of the city's 'first step' 'temporary solution' to solving the problems caused by pickleball in Gilchrist Park. The neighborhood adjacent to the courts looks forward to four of the courts closing when Pickleplex opens June 1.

However, the noise abatement fencing will be, as Councilmember Wein remarked and as we've seen at FSW, an 'obnoxious' reminder that a permanent solution is needed. We hope that the Pickleball Committee will have identified alternative sites for courts within the city - since this was the group's original mandate as described on January 2 - and that the city will proceed as quickly as possible to establish courts at one of these alternative sites. We are anxious to avoid a year or more of visual pollution added to the noise pollution that we have already endured for over five years.

Pickleball is an activity that demands a suitable space – one that can accommodate the noise, congestion, and a 10' tall acoustical fence if necessary. The city's investment in Harborwalk shows that Gilchrist Park is valued for its true strengths: its views, its proximity to downtown, its historical charm, its walking and biking paths. It is not a park that can absorb pickleball without damage to its character and to the adjacent neighborhood. Please move pickleball out of Gilchrist Park. As long as it is there, it will cause problems for the neighborhood, the park, and the city. As long as it is there, it will foster painful dissension.

Respectfully,
Sheila Jaeger

From: Jennifer Howes
Date: May 31, 2019 at 2:40:36 PM EDT
To: citycouncil@pgorda.us
Subject: Eye Sore @ Gilchrist Park

Let me start with, we have been Charlotte County residents for 30+ years and have been downtown PG residents for 8 years. We don't ever complain. But, this eye sore at the park is ridiculous!! Do you mean to tell us, this is the best solution the council came up with? Really?

You must know, the pickle ball complainers are definitely going to complain about this! They're not going to want to look at this! Who would?

I find it ironic, those pickle ball courts that are causing some people such grief are getting so much money invested into them. Don't you agree?

We live on the 100 block of Berry Street. Never, not once were we or our neighbors asked about the pickle-ball noise. Why not? As 'our' city council, wouldn't you want to hear from all the downtown residents? Was there ever a petition or survey done? How did you conduct your research? How do you know this is what the majority of people want?

At the last HOA meeting, the PGPD Police Chief was there. She explained at any given time, there are only 4 police officers on duty. Every once in a great while, there might be 5.

She asked us to go to the city and ask for funds for the police department so they can hire more officers!!

Yet, tens of thousands of dollars are being spent on a sound barrier! Are you kidding?

We all must live together as good neighbors. Yet, we all won't agree on everything. Therefore, we compromise.

Rather than spending tens of thousands of dollars on an eye sore and STILL removing 4 courts, what about having the courts closed 2 days a week? Maybe one week day and one weekend day? There must be many other options like this?

Just so you know, we never played pickle ball all the years we've lived down here (until recently, about 2 months ago).

Even though we heard them playing everyday, after awhile you tune them out. As an adult, if you can't learn to do that, well then you have bigger problems than pickle-ball.

New Yorkers that live near the LIRR (trains) or the airports, learn to tune the noise out. They live in a CITY!!

There is going to be noise, there is going to be activity.

To be quite honest, we enjoy hearing everything at the park! People are outside, enjoying life!!

We really hope you find a better way to resolve this?

Thank you.

John & Jennifer Howes

From: Sheila Jaeger
Date: June 1, 2019 at 2:23:47 PM EDT
To: citycouncil@pgorda.us
Subject: PB fence

Dear Councilmembers,

As you may recall, noise annoyance is created by both the acoustical situation and the human perception of the noise. The noise abatement fencing is up and it is, unfortunately, intrusive, unattractive and ineffective. Saturday morning the play was plainly audible at my home 350 feet away at 7:57 AM. When I went to check. I couldn't see the first players because they were on the (visually) shielded northeast corner court. As the courts filled up the noise level appeared to be the same as it had been before the fencing was installed, although in all fairness no direct comparison is possible. I am very disappointed. I thought it would help me at least. Even at 350 feet it doesn't help noticeably and the situation is even worse for my neighbors who are directly opposite the fence.

When one buys a home near a park one pays a premium purchase price and a surcharge on taxes. A park isn't an airport or train tracks or a gun range or a busy freeway. ***A park is supposed to be pleasant.*** How is it fair and equitable that we as a community of nearby homeowners and other park users – and ***I include among other park users potential users who have been forced out of the park by the nuisance noise and users who 'walk fast' when they reach the area near the courts and even those users who say they don't mind but might if they stopped and tried to enjoy the greenspace with a picnic*** – how is it fair and equitable that we continue to endure the noise and visual pollution debasing this 'premium park?'

Please move pickleball out of the park when Pickleplex opens. We ask only, as citizens of Punta Gorda, that you honor the spirit of the established noise ordinances and provide some relief.

Respectfully,

Sheila Jaeger

From: Mark Gering <MGering@cityofpuntagordafl.com>
Date: June 3, 2019 at 8:04:53 AM EDT
To: Howard Kunik <HKunik@cityofpuntagordafl.com>
Cc: Rick Keeney <RKeeney@cityofpuntagordafl.com>, Donna Peterman <DPeterman@cityofpuntagordafl.com>, Art Brewster <ABrewster@cityofpuntagordafl.com>
Subject: Acoustifence

The contractor has installed the acoustifence material. I did not allow for overlap so we are short 2 panels at each end for optimum noise abatement. However, I think the material in place is still 95% effective. I propose to get the noise study done as scheduled on Wednesday and discuss the results before ordering more material.

Mark Gering
Public Works Engineering Manager
Engineering

From: Art Brewster
Sent: Monday, June 3, 2019 9:24 AM

To: Howard Kunik <HKunik@cityofpuntagordafl.com>; Rick Keeney <RKeeney@cityofpuntagordafl.com>; Mark Gering <MGering@cityofpuntagordafl.com>
Subject: RE: Fwd: Charlotte Sun E-Edition

Only four courts are closed today, no fence work on the courts four courts are open.

Art Brewster
Supervisor
Facilities Maintenance

From: Laurie Barnett
Sent: Monday, June 3, 2019 2:11 PM
To: citycouncil <citycouncil@cityofpuntagordafl.com>
Subject: Sound Abatement Pickleball

Wow. This seems like an online purchase that needs to be returned. Did anyone actually go and see a PB facility that had this sound abatement barrier before the city purchased it? There is zero difference in the sound with the barrier as compared to before. So now, the noise is basically the same and we have an ugly green square box in the park resembling a MASH unit. It looks like what they use to wrap construction sites in NYC. I really can not understand how you guys continue to make the decisions you do with regards to PB. You either are afraid of losing their votes, or having someone be angry at you or something. But what it comes off as, is that you don't care one bit about the residents of the historic district. As far as the Federici's go, I can not imagine being them. Still noise and now you have stolen their view. Not one of you living in your homes would think this is ok and you know it. To rob someone of the peaceful sanctity of their home (even on Christmas) for a sport that now has it's own complex 5 minutes away is unconscionable.
Laurie Barnett

From: RICK SARKISIAN
Sent: Wednesday, June 5, 2019 12:14:58 PM
To: citycouncil
Subject: The Pickleball Community cares about Gilchrist

Although "bright and shiny" PicklePlex has courts open, 57 players participated in the sound study at 8:30 this morning. (See attached photo.)



From: Sheila Jaeger
Date: June 5, 2019 at 11:10:59 PM EDT
To: Donna Peterman, Jaha Cummings, Jim Round
Subject: Pickleball Committee Report
Hi Donna and Jaha,

Two City Council meetings in July will be crucial when it comes to determining the future of pickleball in Gilchrist Park. The short interval between the meeting on July 3rd, when the city's Pickleball Committee presents its report, and the meeting on July 10th, when the City Council uses the report to make decisions, means that those of us negatively impacted by pickleball will have little opportunity to react. I won't be present at either meeting, so I am being proactive. I am including Jim in this email because he, or someone else of his choosing, may need to address these concerns at the meetings.

My apologies for pestering you with these issues, but as I said in CC today we are fighting for our homes. That may seem like an emotional argument, but I assure you that it is very much a fact. I would prefer not to move again at this point in my life, especially if the only purchasers available are entities like Arciterra. How can it not count as a fact that some citizens may feel forced to sell and move, especially at a time when the value of their property is being so negatively impacted? (I suppose getting me to move may have become a goal with some people on the CC, even if only a minor and subliminal one. Half kidding.)

I also sincerely apologize if either of you are offended in any way by my expression of these concerns. While some of my neighbors have given me blanket permission to speak on their behalf re pickleball, some of them are unaware that I am doing so in this instance. I may feel that I am representing their interests, but if you are offended the blame is entirely mine.

Sincerely,
Sheila

June 5, 2019

Dear Donna and Jaha,

Despite strong leadership, the PBC has done work that has raised serious concerns for some of us. Some of our concerns may already be familiar to you, but we feel a summary may prove useful. More concerns may be added later when the PBC report is presented.

1) At inception the PBC was described as a group to scout alternative sites for PB within the city. (In the Jan. 2 meeting Councilmember Wein suggested the committee as one part of the four-part 'temporary solution' to mitigate the damage being done by PB in Gilchrist Park. The other three parts were, of course, the fence, the parking restrictions, and the decrease to four courts. I can cite time stamps from the video record if you need them.) Due to what appears to be a lack of direction from the city, the PBC's fact-finding mission seems to have grown from locating alternative sites to something much larger and broader.

2) In choosing the members of the PBC CC specified that it wanted at least two PB players. No consideration was given to another group of citizens that might be able to offer a valid perspective: people whose lives have been negatively impacted by pickleball.

3) On the way to the CC meeting today we encountered the acoustical consultant funded by the Council at the PBC's request. Our concerns with this are serious and should be obvious: a) no objectivity is possible when the subjects being studied (pickleball players at play) are both aware of the study and have an agenda, b) several observers, myself included, independently observed the PB play today as it was being studied by the acoustical consultant and we agreed that it was 'softer' than typical, c) at one point a player was heard to remark, when the play was being recorded outside of the area covered by the acoustical fencing, "This is where we're supposed to make a lot of noise, right?" d) the PBC's acoustical consultant may not address the correction factors for impulsive noise, and e) while sound intensity plays some role in the issues created by pickleball nuisance noise, other factors such as duration, monotony, and sound quality all are factors that may be outside of the consultant's purview.

[Despite (b) and (c) above and some past evidence, our concern with the study's objectivity doesn't necessarily reflect a belief in bad faith on the part of the players. Under study conditions they would be automatically less likely to play with the yells and enthusiasm they would normally employ, especially when they were 'playing' on the tennis courts (as they did at one point at the consultant's request) and at least some notable players who prefer harder paddles and balls may have chosen not to play today - by design or by accident. We hope, however, that you will understand that based on (a) alone this study is highly suspect. When the results are presented to CC we sincerely hope that our concerns are taken into account.]

4) We have heard that a survey was done in which park users were asked whether PB noise bothered them. Our concerns with this survey are: a) ***the sample was significantly skewed by the fact that only park users still using the park appear to have been included (we know these former users exist because we have met some and heard from others yet these people – a group most severely affected by pickleball noise – were apparently unfairly excluded)***, b) many people questioned directly will choose to be polite and give the answer they believe is least offensive in the circumstances, and c) the quality of the question and the attitude of the questioner are both critical to the credibility of the results. [When I did a survey of park users shortly after the courts were created I found 90% of my respondents were bothered by the noise – some intensely so. I've previously mentioned my results in passing but I would never offer them as anything definitive.]

5) If one of the PBC's fact-finding efforts includes a listing of local housing sales, it is essential that it include only homes within the area significantly impacted by the nuisance noise. Also, when comparison is made between an asking price and an actual sale price, the time on the market and original asking price must be included (along with any time the property was withdrawn temporarily and offered again at a lower price). An independent realtor opinion is essential. [One NextDoor Fisherman's Village posting by a pickleball-playing realtor offered an oversimplified analysis of home sales and claimed there had been no negative impact. As I recall, all of the homes were 500 feet or more from the courts and original asking prices were not included. It was meaningless but offered as 'fact.']

6) On a personal note, as someone with a science background, I am particularly disturbed by concerns like 3)a) and 4). Such flaws in fact-finding can only be remedied by including compelling and thorough qualifications in the presentation of the results. I sincerely hope that the PBC is prepared to include such qualifications. The CC has

more than once stated that they will be using 'facts' to make their decisions and those of us negatively impacted by pickleball have been advised to present factual rather than emotional arguments. If facts are to be given such weight, they need to be credible 'facts' and not severely flawed representations.

Respectfully,
Sheila Jaeger

From: Judy Robertson
Sent: Friday, June 14, 2019 1:58 PM
To: Debby Carey; Lynne Matthews; Gary Wein; Jaha Cummings; Nancy Prafke ; Howard Kunik <HKunik
Subject: Gilcrist Park

Dear Punta Gorda City Council Members,

For many, many years my husband and I have driven all the way from Sarasota to play Pickleball and enjoy Gilcrist park. We have nothing even close to it, here in Sarasota. The folks have always been welcoming. I have developed lifelong friendships there. We have even considered moving to your city, because of the small town feel and the friendships we have.

I know there has been issues with sound and I won't even go into that. I will say though, that I drove down this past week and was shocked at how much has changed.

The sound screens might block out the noise, but it also blocks out any airflow on the courts. It takes away watching others play and the fun interchange of players and spectators. Even the benches on the side, look like they are facing a wall.

If I was there with a small group, I would not feel safe. The wall you built, takes away the sense of security. It now is a great place for activities to go on that have nothing to do with Pickleball and everything to do with ill intent. Every call to the police station to investigate drinking, drug deals, homelessness will take an officer getting out of the car to see what is going on. A screen that allows windflower and viewing would have been a better solution.

Gilcrest has always been talked about with envy from surrounding areas. What is talked about now, is how a small minority ruined a wonderful venue for people to gather. I was so sad to see how something so good, had changed to what it is now.

I know this letter will not bring down the wall, but as someone that lives north of you, I wanted to voice my grievance.

Thank you.

Judy

EXCERPT *EXCERPT* *EXCERPT*

CITY OF PUNTA GORDA, FLORIDA
REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, JANUARY 2, 2019, 9:00 A.M.

COUNCILMEMBERS PRESENT: Carey, Cummings, Matthews, Prafke, Wein

CITY EMPLOYEES PRESENT: Kristin Simeone, Finance; Rick Keeney, Public Works; Tom Jackson, Utilities; Phil Wickstrom, Human Resources; Joan LeBeau, Urban Design; Pamela Davis, Police; Ray Briggs, Fire; City Attorney Levin; City Manager Kunik; City Clerk Smith

UNFINISHED BUSINESS

Noise Abatement Options for Pickleball Activity in Gilchrist Park

City Manager Kunik presented the noise abatement options for pickleball activity in Gilchrist Park, providing a brief description, including costs, of the following: vegetative buffer; acoustic barrier; change in location of the court within Gilchrist Park. Discussion ensued with regard to the following issues and possible solutions: relocation to City owned property on Henry Street; elimination of pickleball courts in Gilchrist Park; immediate resolution to the parking problems in Gilchrist Park and along Retta Esplanade.

City Manager Kunik stated the current plans for Phase 2 provided for initial construction of the Harborwalk, which could then remain open during work on the remainder of the site. He pointed out establishment of parking prior to the Harborwalk would require installation of stormwater facilities and possible closures of other amenities such as the playground.

Councilmember Carey suggested simply installing a few "No Parking" signs and enforcement of same.

Councilmember Wein suggested closing four of the pickleball courts once PicklePlex opened, thus reducing play in Gilchrist Park by half, adding the remaining courts could be switched with the tennis court location; however, moving the courts to another location might be preferable.

City Attorney Levin inquired whether the material for the acoustic fence could be sole sourced.

Ms. Pace replied in the negative, explaining the options available for procurement.

City Manager Kunik summarized suggestions as follows: form a committee to identify solutions including use of the West Henry Street property; reduction in the number of

Gilchrist Park courts to four once PicklePlex opened; relocate the remaining four courts further from West Retta Esplanade; installation of some type of acoustic fence; ban parking on the grass and/or monitoring parking; change priorities in Phase 2 of the Gilchrist Park renovation.

Councilmember Carey stressed enforcement of no parking on the grass was needed immediately.

Councilmember Wein stated he felt an acoustic barrier should be installed even if the number of courts was reduced, adding he was not in favor of changing priorities but agreed with the ban on parking on the grass.

City Manager Kunik noted Council would need to appropriate the funds necessary for a sound barrier.

Discussion ensued with consensus to make no change to the Phase 2 timetable.

Mayor Prafke confirmed the following options had been identified: (1) create a group to help identify a long term solution; (2) reduce the number of courts to four when PicklePlex opened and relocate the remaining courts to those closest to the Harborwalk, (3) install a movable sound barrier around the four courts; (4) ban parking on the grass parking on Gilchrist Park property.

Councilmember Cummings MOVED approval of the four identified options, SECONDED by **Councilmember Matthews**.

MOTION UNANIMOUSLY CARRIED.

Councilmember Wein MOVED approval of utilization of Local Option Sales Tax funds, SECONDED by **Councilmember Cummings**.

MOTION UNANIMOUSLY CARRIED.

City Manager Kunik confirmed staff would present cost information as soon as possible.

Monday, April 22, 2019 8:08 AM

Dear Mayor Prafke,

I have the following random comments in regards to the Pickleball discussion during the April 17th Council meeting:

First, I am extremely disappointed that multiple anti-Pickleball members of the Historic District Homeowners Association (HDHOA) would accuse the Pickleball Community of dishonestly skewing the results of the acoustical testing. I can assure you this this is absolutely not the case. In fact, if the HDHOA would volunteer to pay the bill, I (and most other active Pickleball players) would gladly submit to a lie detector test. The Pickleball Community has always been polite and fact-based in the discussion striving to meet middle ground (self-policing parking, removing bags from the fences, moving waiting players away from Retta) while the anti-Pickleball members of the HDHOA only offer hysteria.

I believe the whole extravaganza at the Council meeting was orchestrated by the anti-Pickleball leaders of HDHOA as a last ditch effort. They have always complained "Noise! Noise! Noise!" and now the noise is going away so they have changed their strategy to "Pickleball is just plain bad."

I find it interesting that even though the extravaganza was clearly pre-planned (as evidenced by the written presentations), the anti-Pickleball leaders of the HDHOA were only able to muster the same five or six protesters that always come to the Council meetings and say the same things over and over. There seems to be a number of "keyboard level" protesters that, after being incented by the anti-Pickleball leaders of the HDHOA, are quick to write an email to Council or post on Next Door. However, these protesters really don't care enough to put forward the effort required to come to the Council meetings.

Where has this "sound survey" that Mr. DePaul commissioned been all along? More importantly, where is the complete text? Citizens were given only qualitative comments that came from the survey. There was NO quantitative information. For example, we were given: "The Pickleball noise exceeds limits set for in objective, science-based community noise ordinances…" What noise? How was it measured? What were the levels? And especially, what community based ordinances and how do those relate to ordinances of Punta Gorda? Not offering the complete survey suggests that the quantitative details may not be favorable to the anti-Pickleball members of the HDHOA. Of course the important point is that Mr. DePaul's survey, and the comments contained therein, are not applicable unless redone after the sound absorbing material is installed.

As I mentioned at the start of the meeting, any discussion of Pickleball noise and possible impacts is moot because the Pickleball sound field will change significantly after the sound absorbing material is installed. <u>The Pickleball noise will go away, but what will remain is the positive health effects experienced by hundreds of users of the courts every week.</u>

As I said in the meeting PicklePlex will not be open at all times. . PicklePlex is non-profit, but a revenue stream is required to "keep the lights on." It has been stated they plan to have one tournament a month. That completely eliminates weekend play twelve times a year. There will also be clinics and leagues that will reduce court availability. I believe one area of play that will never transfer to PicklePlex is beginner and family play. Just like you don't see beginners or casual play at the big tennis facilities, those type players will be hesitant to "drive out and play with the experts."

I disagree with the comment from one of the anti-Pickleball HDHOA leaders that people no longer come to the park to watch the sunsets because of Pickleball. I happened to play Pickleball this past Thursday evening. There were scores of people watching the sunset right behind the busy Pickleball courts. (As a side note, there were no watchers by the playground.) As usual many of them stopped to watch Pickleball, take pictures and talk to the players. You will remember that back in January I did a survey that showed overwhelmingly that park users were not negatively impacted by Pickleball. As the Council will be making critical decisions about the Gilchrist Pickleball courts, I strongly suggest all members spend some time near the courts at various times of the day.

It is interesting that the leaders of the anti-Pickleball HDHOA sometimes take both sides of an argument. Case in point was the reference at the meeting that the testing after the sound absorbing barrier was installed would not be valid since with season ending there would not be enough Pickleball players. At times they claim there are too many players in the park and now not enough? This illustrates that Pickleball, just like the extremely loud motorcycles that run down Retta, is a seasonal phenomenon that goes back to normality most of the year. Remember that the Gilchrist courts are why many snowbirds come to Punta Gorda. I guarantee that the Pickleball Community will muster enough players for the proper testing.

The next firestorm will be the aesthetics of the sound absorbing barrier. I suggest the city preemptively revise the park renewal landscaping plan to screen the barrier or even go forward with landscaping immediately. There had been some discussion of the Pickleball Community participating in landscaping. I would commit to that happening if eight Pickleball courts were slated to remain. However, four courts do not have the "critical mass" necessary for the social aspects of the sport.

Thanks for your consideration of this matter.

Sincerely,

Rick Sarkisian

Punta Gorda

Kathleen O. Berkey, Esq., AICP
Shareholder and Certified Land Planner
Phone: (239) 628-4919 Fax: (239) 433-5933
KBerkey@beckerlawyers.com

Becker & Poliakoff
Six Mile Corporate Park
12140 Carissa Commerce Court, Suite 200
Fort Myers, Florida 33966

Northern Trust Building
4001 Tamiami Trail North, Suite 270
Naples, Florida 34103

Becker

June 14, 2019

VIA E-MAIL: Nprafke@pgorda.us
VIA CERTIFIED MAIL # 9414814902370582003350
RETURN RECEIPT REQUESTED, AND FIRST CLASS MAIL

Mayor Nancy Prafke
326 W. Marion Avenue
Punta Gorda, FL 33950

VIA E-MAIL: Lmatthews@pgorda.us
VIA CERTIFIED MAIL # 9414814902370582003343
RETURN RECEIPT REQUESTED, AND FIRST CLASS MAIL

Vice Mayor Lynne Matthews
326 W. Marion Avenue
Punta Gorda, FL 33950

VIA E-MAIL: Jcummings@pgorda.us
VIA CERTIFIED MAIL # 9414814902370582003367
RETURN RECEIPT REQUESTED, AND FIRST CLASS MAIL

Councilor Jaha Cummings
326 W. Marion Avenue
Punta Gorda, FL 33950

VIA E-MAIL: Dcarey@pgorda.us
VIA CERTIFIED MAIL # 9414814902370582003398
RETURN RECEIPT REQUESTED, AND FIRST CLASS MAIL

Councilor Debby Carey
326 W. Marion Avenue
Punta Gorda, FL 33950

VIA E-MAIL: Gwein@pgorda.us
VIA CERTIFIED MAIL # 9414814902370582003404
RETURN RECEIPT REQUESTED, AND FIRST CLASS MAIL

Councilor Gary Wein
326 W. Marion Avenue
Punta Gorda, FL 33950

Re: Closure of Pickleball Courts at Gilchrist Park

Dear Councilors:

Please be advised that this Law Firm represents Richard Sarkisian ("Mr. Sarkisian") as an interested citizen and active member of the City's local pickleball community. In that capacity, we are writing to advise the City of several troubling matters that require immediate attention related to its recent closure of four of the pickleball courts at Gilchrist Park. Please consider each of the following specific items of concern:

1. **The City's acceptance of private donation from the local pickleball community to fund the original conversion of the two tennis courts at Gilchrist Park to eight pickleball courts and the City's subsequent closure of four of the pickleball courts violates the terms of the donation.**

The local pickleball community donated pickleball nets to the City in 2012 and 126 members of the local pickleball community, including Mr. Sarkisian, later presented the City with a check in the amount of $1,970 to help finance the original conversion of the two western tennis courts at Gilchrist Park to eight full-time pickleball courts in 2015. The City's acceptance of both the nets and the financial contribution was with the understanding that all eight of the pickleball courts at Gilchrist Park were to remain open for play, not just for a few years and not contingent upon the opening of another pickleball facility. By closing four of the eight courts the City has materially violated the terms of the financial and equipment donations from the local pickleball community and has harmed it as a result. Not only is the pickleball community without the funds and equipment it contributed to the short-lived tennis court to pickleball court conversion, but given the nature of pickleball play, four pickleball courts is the same as having zero and are not adequate to serve the needs of the players.

2. **The Council's closure of the four pickleball courts at Gilchrist Park violated Florida's Government in the Sunshine Law because it was converted from a discussion item into a vote when it was not on the January 2, 2019 City Council meeting agenda.**

Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) requires meetings of governing bodies of public agencies to be noticed and open to the public. In 2013, the Legislature enacted Section 286.0114(2), which provides that "[m]embers of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission." Under Robert's Rules of Order, a proposition is another word for a motion and "motions are the formal proposals by members, that the assembly take a certain action." Robert's Rules of Order Newly Revised 27 (11th ed. 2011). The public's protected opportunity to be heard, therefore, also applies to motions by City Council to propose a specific action.

Like Florida's single-subject rule,[1] the purpose of Section 286.0114 is to avoid citizens interested in a matter being misled into not attending a meeting if the matter is not duly noticed on an agenda. *See, e.g., Law & Info. Services, Inc. v. City of Riviera Beach*, 670 So. 2d 1014, 1016 (Fla. 4th DCA 1996) ("We are, of course, concerned that a board's failure to publicize an agenda item may mislead interested citizens into assuming that a matter will not be addressed at a scheduled public meeting."). An application of the statute, which leans upon and draws from the single-subject rule case law,[2] provides that the City Council can only consider propositions not specifically listed on an agenda *if* the propositions are properly connected to subjects that were listed on the agenda.

[1] That "every law shall embrace but one subject and matter properly connected therewith, and the subject shall be briefly expressed in the title." Fla. Const. art. III, 6. "Properly connected therewith" means "if the provision is "necessary" to the subject, "fairly and naturally germane" to the subject, or promotes the purposes of the legislation as set forth in the subject, the provision may be regarded as properly connected." *Franklin v. State*, 887 So. 2d 1063 (Fla. 2004).

[2] *E.g.*, *Franklin*, 887 So. 2d at 1063.

This is consistent with guidance proffered by the City Attorney to the City Council related to converting a discussion item into a vote when the item was not on the agenda.[3]

As the agenda, supporting documentation, and minutes from the January 2, 2019 City Council meeting provide, the only agenda item related to pickleball was titled "Noise Abatement Options for Pickleball Activity in Gilchrist Park." City staff recommended adding a vegetative buffer, adding an acoustical barrier, and/or changing the location of the pickleball courts within Gilchrist Park. These three solutions were what the public expected to be discussed at this meeting. After public comment was over the Council made a motion for a four part action that included parking restrictions, the addition of an acoustical barrier, the formation of a committee to study path forward, and closing of four courts once the new PicklePlex of Punta Gorda Inc. ("PicklePlex®") facility opened at Florida Southwestern State College) and this motion passed.

Closure of the pickleball courts at Gilchrist Park was not a proposition necessary to the subject, fairly and naturally germane to, or naturally or logically connected to noise abatement options for pickleball activity in Gilchrist Park, as this agenda item was titled and noticed for the January 2, 2019 City Council meeting. Accordingly, the act of closing the four pickleball courts at Gilchrist Park was in violation of Florida's Government in the Sunshine Law.

3. **The pickleball courts at Gilchrist Park were closed in a manner inconsistent with the Council's motion in violation of Florida's Government in the Sunshine Law, as the PicklePlex is not yet fully open.**

Notwithstanding the violation of Florida's Government in the Sunshine Law detailed in Section 2 above, Council passed a motion at its January 2, 2019 meeting for a four part action that included parking restrictions, the addition of an acoustical barrier, the formation of a committee to study path forward, and closing of four courts once the new PicklePlex® facility opened. As of the date of this letter, the PicklePlex® website (https://www.pickleplex.org/) still shows the facility as "coming soon" and under construction. Only five of the sixteen PicklePlex® courts are complete and open for play, and the remaining 11 courts still require significant construction work or repairs to address substantial damage from recent rain storms.

More importantly, there is no water or sewer service at PicklePlex® and, therefore, no working restrooms or potable water to serve players and spectators. The facility has advised that completion

[3] *See, e.g.*, City Council Meeting – Part 4 (Dec. 19, 2018), *available at* https://www.youtube.com/watch?v=glMFkJHe1Ro&feature=youtu.be (starting at 4:40 the City Attorney states "[i]n the future if there is going to be consideration for closing parks or other things for legitimate reasons it ought to be an agenda item so that interested parties have an opportunity to speak); City Council Special Meeting (Dec. 23, 2018) [audio recording] (starting at 2:20 Mayor Prafke said: "As I watched the replay of what we discussed on Wednesday [December 19, 2019], I noticed what the City Attorney said to us. He said, 'In such a case as Council member discussions, we should avoid bringing things up for a vote without an item being publicly noticed, so that we allow all members of our community to participate in the discussion and give people a notice so they can come and participate.' So one of the things I am requesting of our City Council is that going forward we should avoid this kind of thing. We should preplan. We should avoid taking any action because all the residents of our community have voices and we want to make sure everyone is heard."); City Council Meeting – Part 2 (Jan. 16, 2019), *available at* https://www.youtube.com/watch?v=4cHmDunf4-A&feature=youtu.be (starting at 35:08 the City Attorney advises the City Council that it should not vote on an item that has not had public input as it did on closing the Gilchrist Park pickleball courts and stating "[i]t is unfair to convert a discussion item into a vote item without letting them know there is going to be a vote.").

of water and sewer was "indeterminate," as design and engineering still needs to be completed and a lift station constructed. In the meantime, PicklePlex® players and spectators are not permitted to use the restrooms and drinking fountains in the Florida Southwestern State College, making the closest restrooms and drinking fountains to PicklePlex® several miles away. Please be advised that the 2017 Florida Building Code – Building (6th ed.) requires usable restroom facilities in spaces intended for public utilization and provides that the public is to have access to the required restroom facilities at all times that the space is occupied. *E.g.,* Sections 2902.3 and 2902.3.1. Further, the Americans with Disabilities Act and other Federal civil rights laws require that all building elements, like restrooms and drinking fountains, be maintained in working order so that they are accessible to and usable by individuals with disabilities. *E.g.,* Advisory 407.1, U.S. Department of Justice, 2010 ADA Standards for Accessible Design (Sep. 15, 2010).

Accordingly, with not even half of the PicklePlex® courts open for play and without the required potable water and sewer service, PicklePlex® is not "open" consistent with the Council's action to close four of the pickleball courts at Gilchrist Park and this premature closure of the four Gilchrist Park pickleball courts violates Florida's Government in the Sunshine Law.

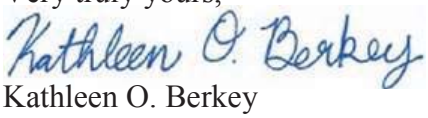
Proposed Compromise

In light of the foregoing, Mr. Sarkisian offers the following compromise that would meet the needs of the Pickleball Community and area residents before they pursue these matters further: ***the City reopen all eight pickleball courts at Gilchrist Park effective immediately, but only permit play between the hours of 8:00 a.m. and 3:00 p.m.*** This compromise will provide the pickleball community with the eight courts needed for social pickleball play and provide the neighbors along W. Retta Esplanade a generous window of time within which there will be no pickleball play and no court lighting every afternoon and evening.

Thank you in advance for considering this proposal. Mr. Sarkisian and I are available to meet to discuss this proposed compromise further, or the concerns enumerated above. However, should a suitable compromise not be reached, please be advised that Mr. Sarkisian intends to diligently pursue all legal remedies available to them.

We appreciate your anticipated cooperation regarding this matter.

Very truly yours,



Kathleen O. Berkey
For the Firm

KOB/sdi/ej
cc: David Levin, Esquire (via e-mail only: dlevin@icardmerrill.com)
Howard Kunik, City Manager (via e-mail only: hkunik@cityofpuntagordafl.com)
Client (via e-mail only)

Alternate Sites

City owned properties that could accommodate the needed number of courts sufficient to create a positive economic impact.



Alternate Sites

Potential site must not create noise nuisance and must be able to handle a minimum of 8 courts* plus infrastructure.

Two city-owned properties satisfy these needs:

- Trabue Park on East Marion
- West Henry St, where the Master Pumping Station is located.

Considerations:

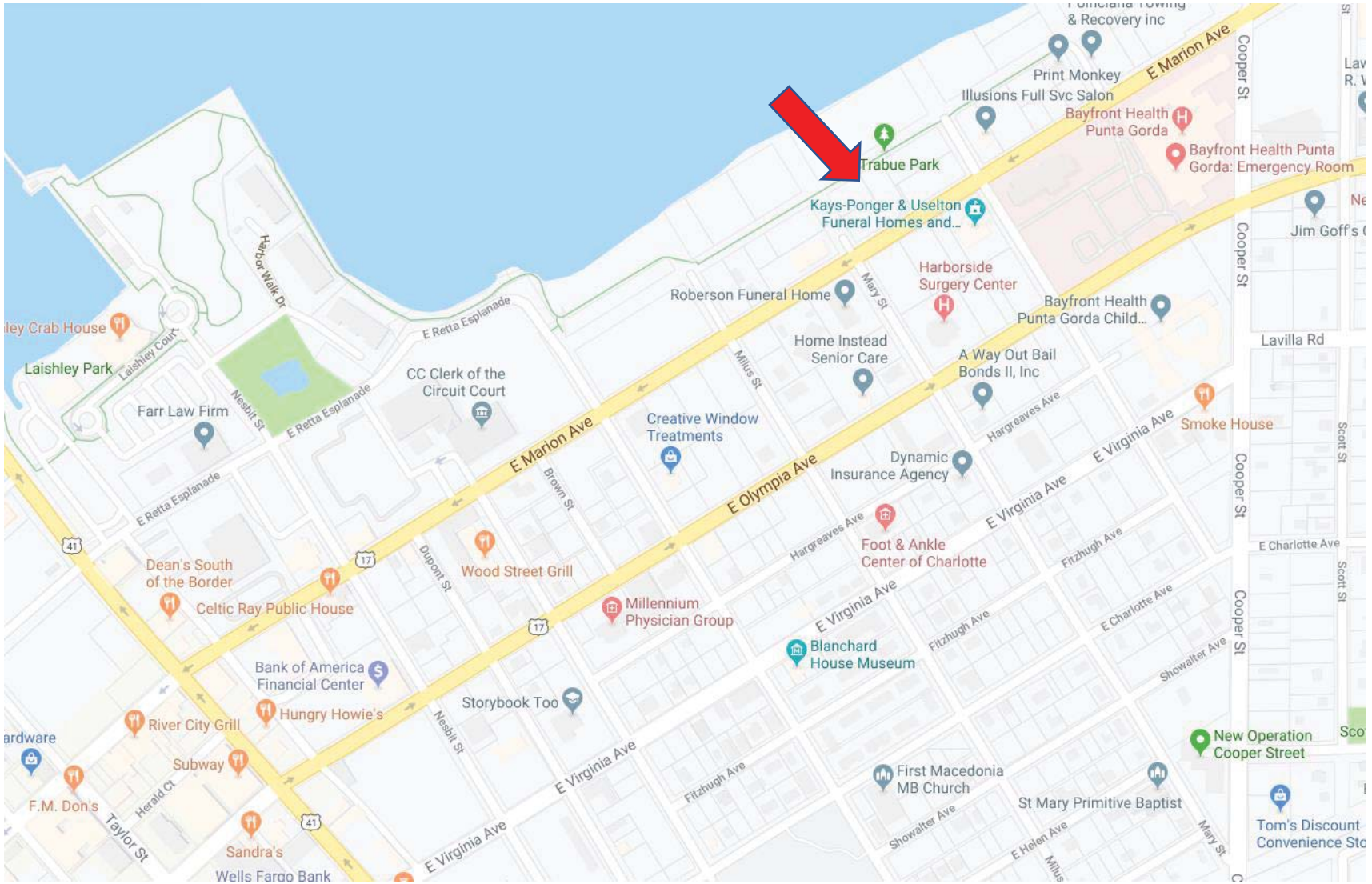
- Sound survey of proposed site would be required if within 600' of nearest residence.
- Sufficient parking and restroom facilities to support players
- As tournaments bring in the bulk of revenue, there must be infrastructure to also support attendees
- Approximate cost to build one (1) pickleball court - $20,000
- See "Design Build" section of report for more information

** Study found minimum 8 courts required for positive economic impact to be realized.*

- *8 or more courts encourages more players to play at a given location (more competition)*
- *8 or more courts provides less wait time between matches (once players complete a match they return to the wait line)*
- *More players at a single location can mean more revenue for the area*
- *Some players said increases to 12 or 16 or more courts dramatically increases player interest, more than the multiplier of courts one might expect.*
  e.g.: A 50% increase from 8 to 12 courts could mean a 100% increase in the number of players and not just a 50% increase.

Alternate Sites (cont'd)

Trabue Park on E. Marion



Alternate Sites (cont'd)

Trabue Park on E. Marion

Design draft submitted to city in 2016 by FGCU and DWSA Engineering



Alternate Sites (cont'd)

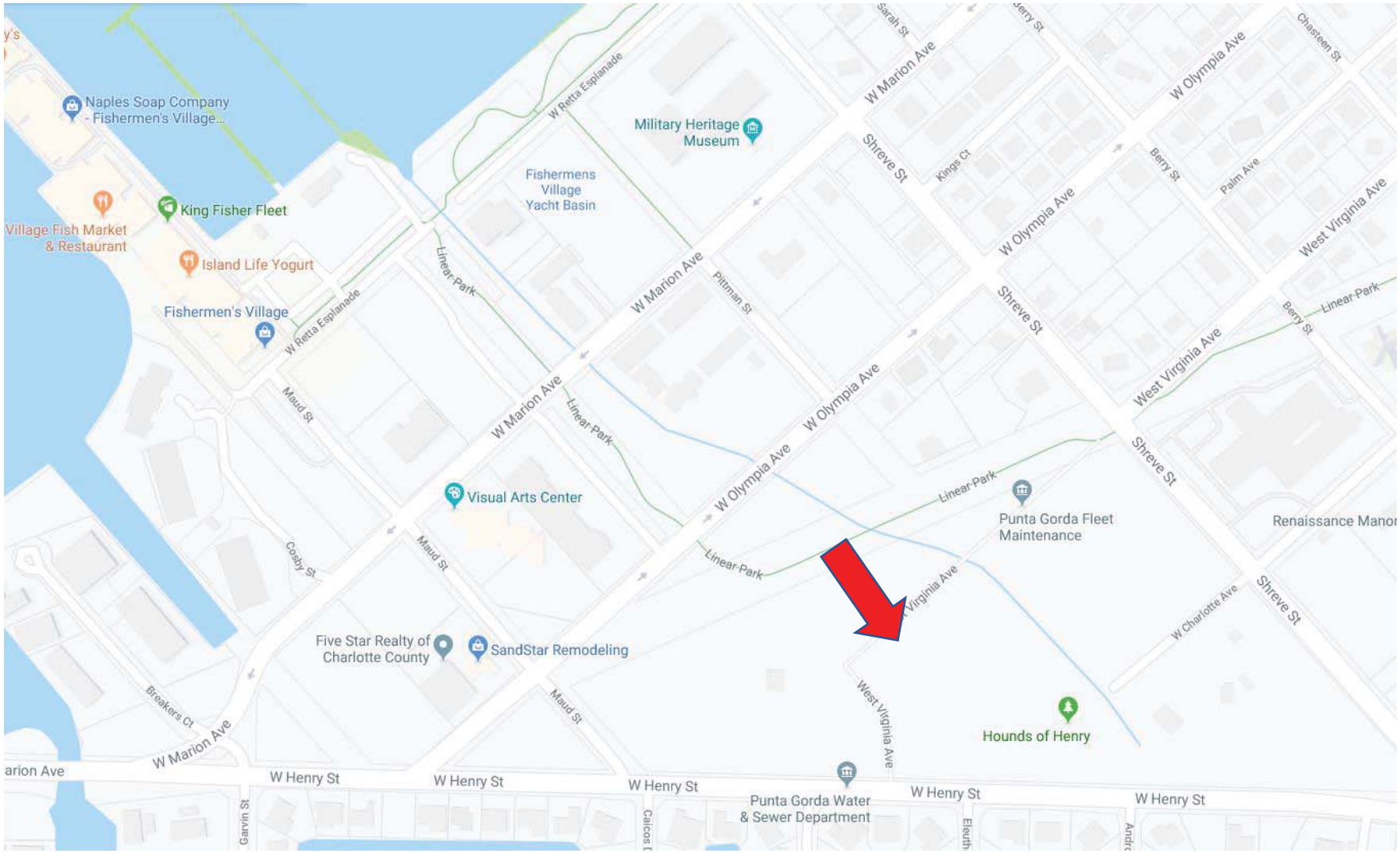
- Trabue Park on E. Marion: 8 courts, parking and restroom facilities



Alternate Sites (cont'd)

W. Henry Street - At Olympia/Shreve/W. Henry

Red arrow denotes approximate location of courts as laid out in the next pages



Alternate Sites (cont'd)

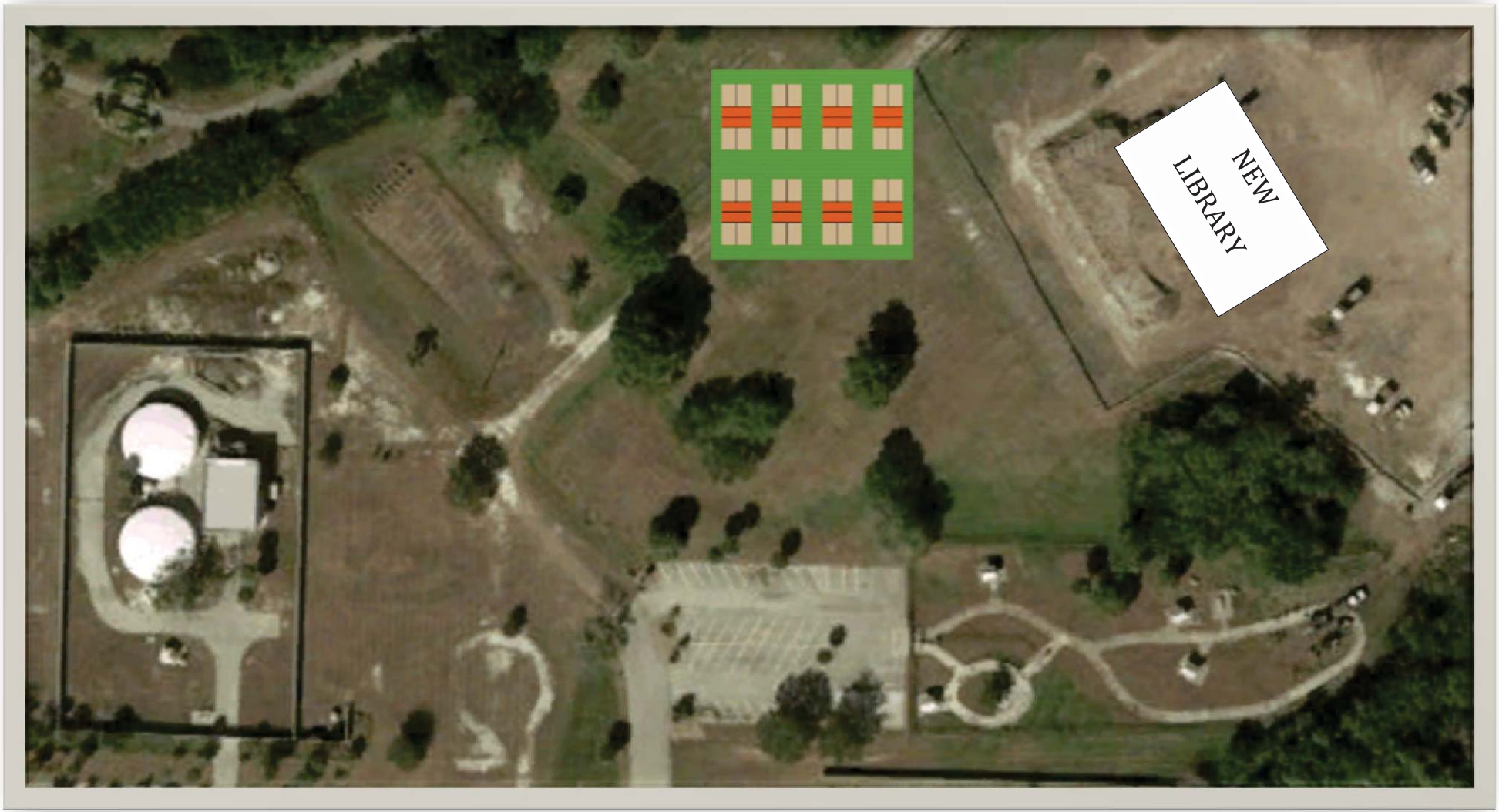
W. Henry Street: Sufficient space for 8 courts and supporting infrastructure. Potentially up to 32 courts



Alternate Sites (cont'd)

W. Henry Street zoom showing dog park.

New library denotation for location identification purposes only.

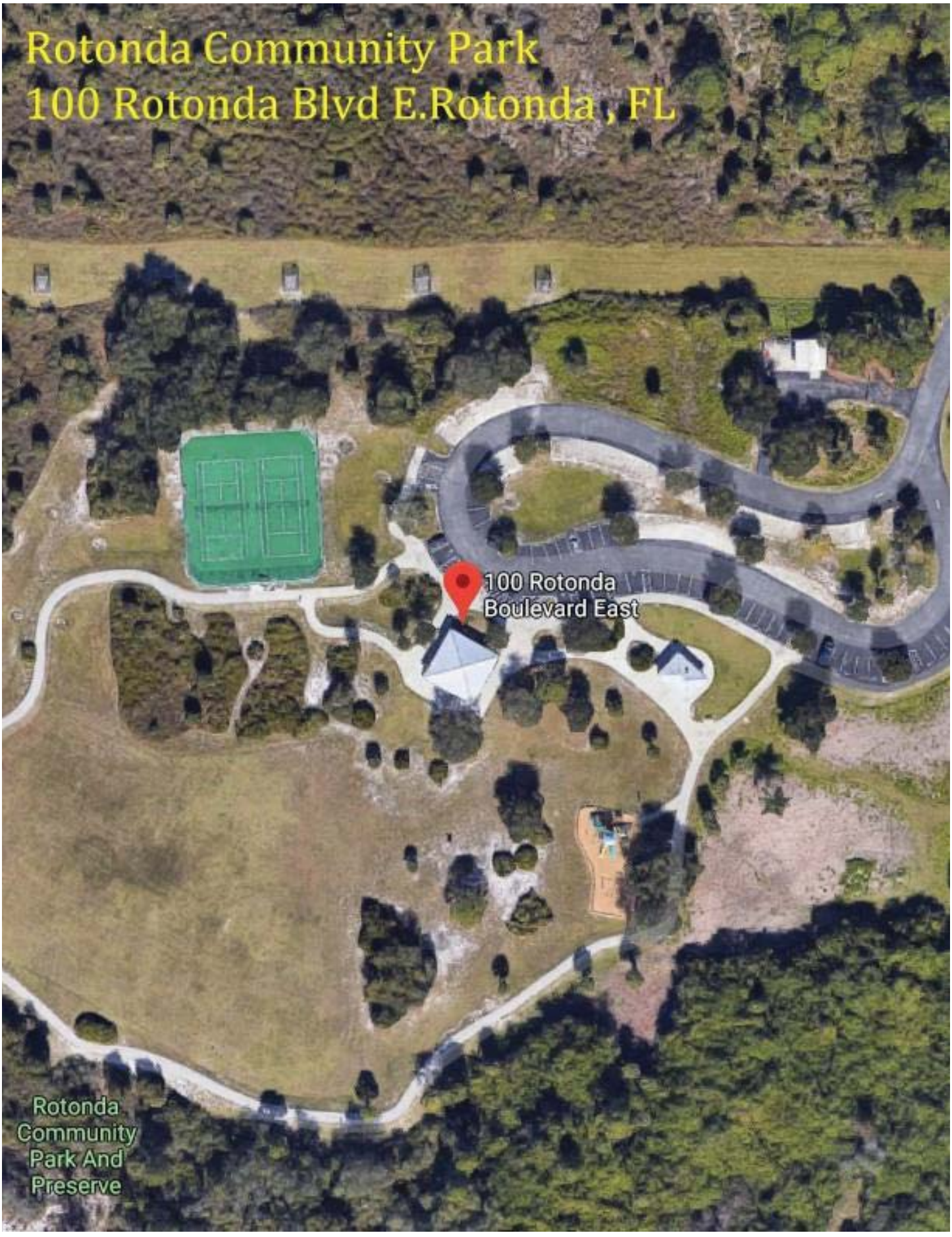


Charlotte County Courts

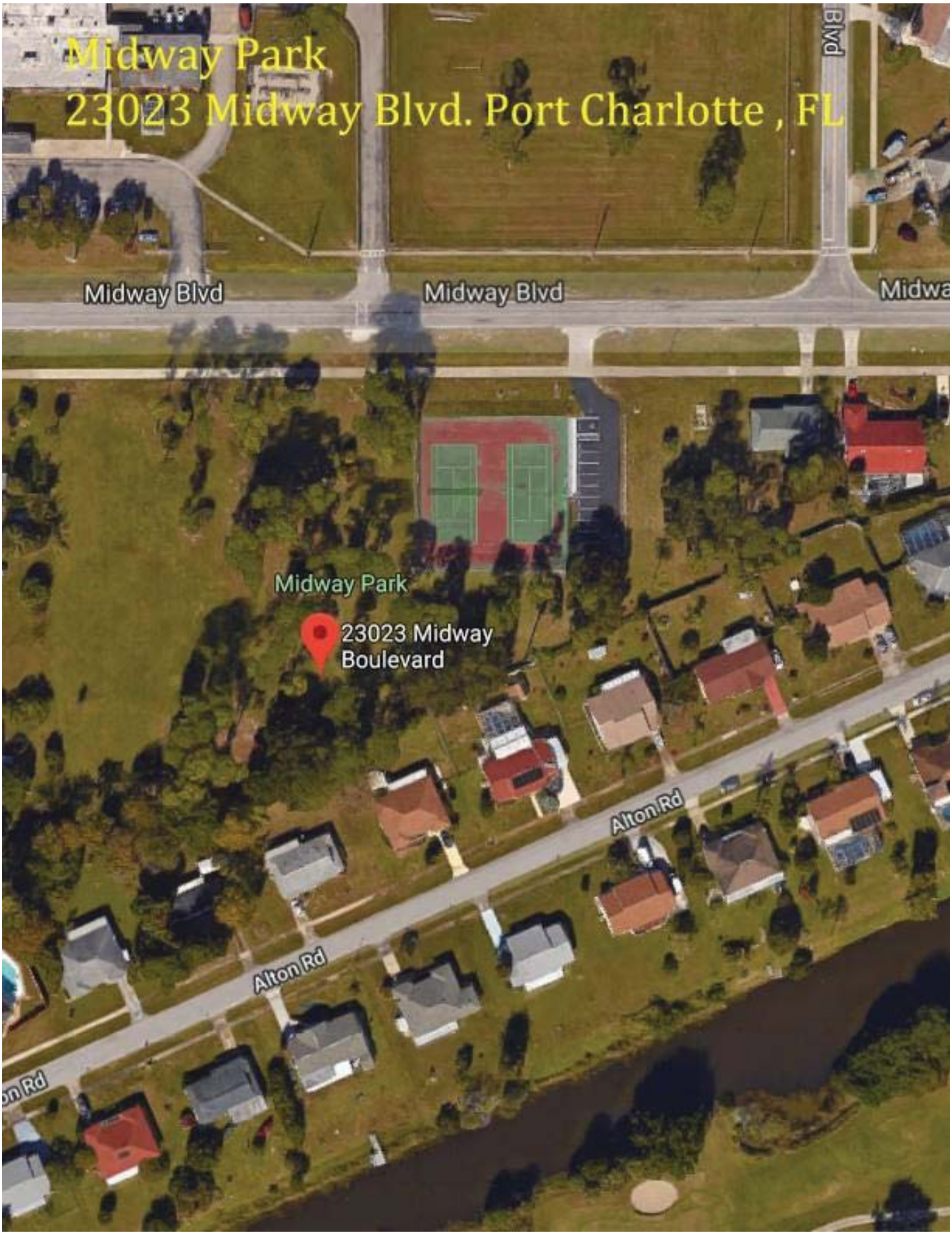
65 Blended Pickleball Courts in Charlotte County


Tringali Park
3460 N Access Rd., Englewood, FL
Tacoma Ave
Tacoma Ave
Englewood
Charlotte Library
3460 North Access Road
N Access Rd
N Access Rd
S McCall Rd
776
Amory St
S Access Rd
S McCall Rd
S Access Rd
Stevens the
Florist South,Inc


South County Regional Park
670 Cooper St, Punta Gorda, FL
Church of God of Prophecy
Lincoln Rd
Cooper St
Scotsdale St
Clemens Ave
Grant St
Grant St
South County Regional Park
Cooper St
Cooper St
Cooper St
Cooper St


Rotonda Community Park
100 Rotonda Blvd E.Rotonda , FL
100 Rotonda Boulevard East
Rotonda Community Park And Preserve


Port Charlotte Beach Park
4500 Harbor Blvd, Port Charlotte , FL
Aileen St
Harbor Blvd
Harbor Blvd
4500 Harbor Boulevard
Harbor Blvd

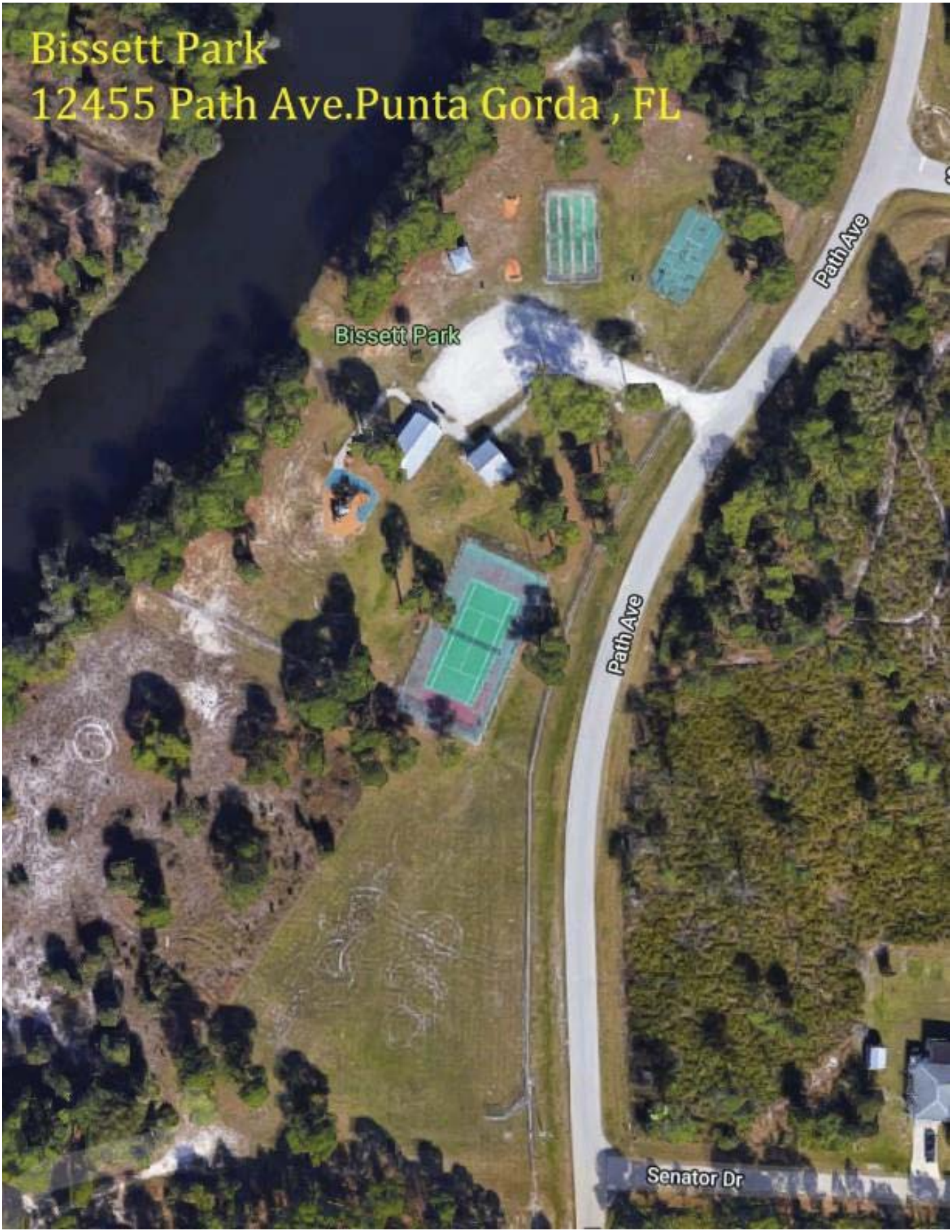

Midway Park
23023 Midway Blvd. Port Charlotte , FL
Midway Blvd
Midway Blvd
Blvd
Midway Park
23023 Midway Boulevard
Alton Rd
Alton Rd


McGuire Park
21125 McGuire Ave. Port Charlotte , FL
Ionia Ave
Ionia Ave
Ionia Ave
Ionia Ave
Elkcam Blvd
McGuire Ave
McGuire Ave
McGuire Ave
21125 McGuire Avenue
Elkcam Blvd
Indiana Ave
Elkcam Blvd
Unique Baby B
Gertrude Ave
Gertrude Ave
Gertrude Ave


Harold Avenue Regional Park
23400 Harold Ave. Port Charlotte , FL
Agatha Ave
Blakley St
Agatha Ave
Loveland Blvd
Harold Avenue
Harold Avenue
Recreation Center
Loveland Blvd
Loveland Blvd
Harold Ave
Harold Ave
Harold Ave


Harbour Heights Park
27420 Voyageur Dr.Punta Gorda , FL
Bayway Ct
Harbour Heights
Civic Association
Harbour Dr
Bay Point Ct
Harbour Dr
Harbour
Heights Park
Harbour Dr
Voyageur Dr
27420 Voyageur Drive
Voyageur Dr


Ann & Chuck Dever Regional Park
6791 San Casa Dr.Englewood , FL
San Casa Dr
San Casa Dr
San Casa Dr
Worth Ave
Ann Dever Regional
Park Swimming Pool


Bissett Park
12455 Path Ave.Punta Gorda , FL
Bissett Park
Path Ave
Path Ave
Senator Dr

Design Build

How to design pickleball courts and how other communities did it



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.

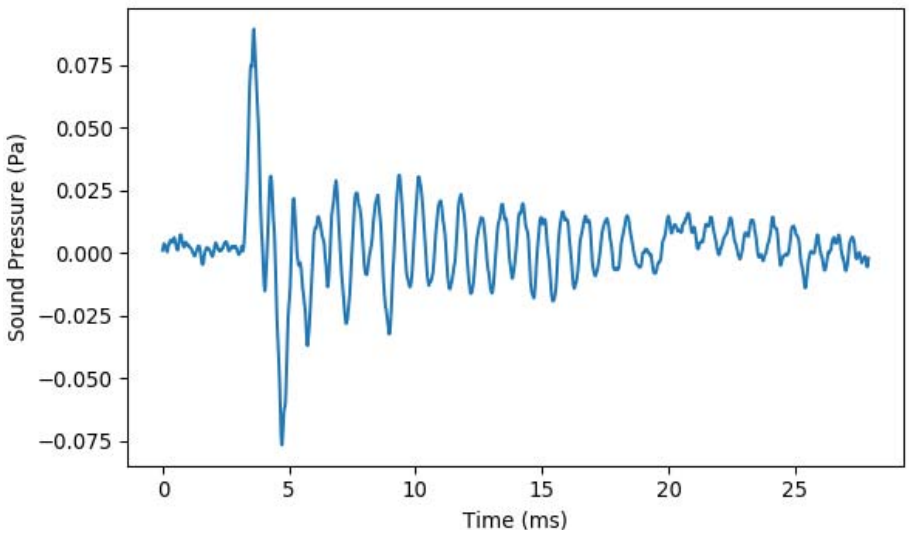


Figure 1. Paddle Impact Time Trace

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 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.

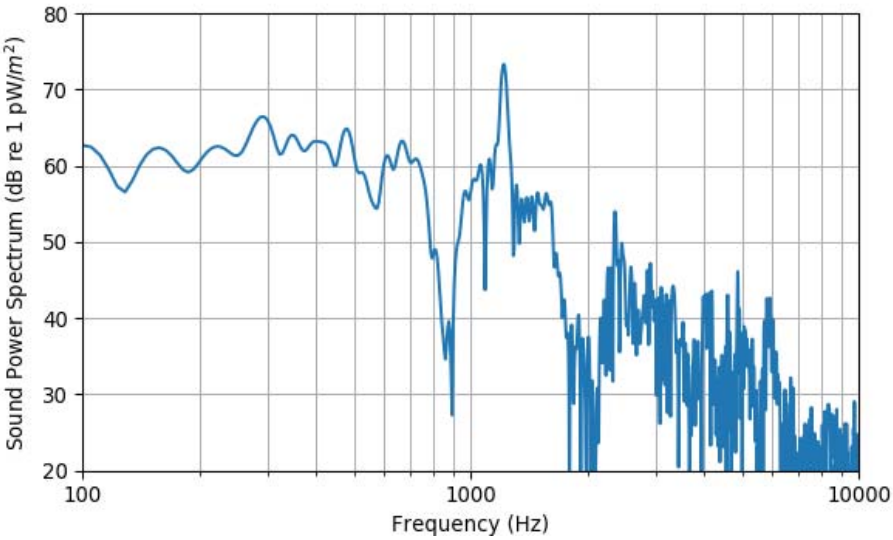


Figure 2. Paddle Impact Power Spectrum

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 will lead to ongoing complaints, strained relations with neighbors, the need for continued involvement on the part of authorities, and 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.

The Definitive Guide to Pickleball Court Construction

As the Baby Boomers started trickling into retirement a few years ago, something explosive began in the world of Pickleball. Now with that trickle in full flood, Pickleball is one of the fastest growing sports in the America. According the USA Pickleball Association,(www.usapa.org), last year alone, over 1,000 new places to play Pickleball were opened up nationwide. So far this year? If you or your community hasn't gotten on the pickle ball bandwagon yet, it's high time to make it happen.

Several years ago, one of our co-founders wrote an article for the USAPA on how to convert underutilized tennis courts into pickleball courts (Click HERE to download David's Underused Court guide). The article below will address the broader issues of setting up new pickleball courts.

Whether you're interested in setting up a simple court at home, re-purposing an underused basketball or tennis court, or helping to bring your community a multi-court complex, this guide is intended to help you through each step of the process. We'll start with the most basic of court construction so that if you're new to the game you can get yourself hooked as quickly and inexpensively as possible. Already hooked and ready to upgrade your playing surface? We'll walk you through the process of transforming some ready-made and underutilized spaces that almost every town has. Does your community already have a strong and growing pickleball club? Sounds like you're ready to start working with your local Parks & Recreation Department to find a dedicated space for multiple courts, perhaps even with some lighting for those short winter days.



Cost Considerations
Costs of pickleball court construction vary widely, depending on how elaborate your vision is.

On the low end, to get started with a simple home set, i.e. a portable net, 4-paddles, balls, and a roll of court tape, you'll be looking at roughly $200-$400.

On the high end, you could work off of the example set by the pickleball club of Bend, OR, which recently raised close to $300,000 for a new 8-court complex complete with lighting for evening play and stadium seating for tournaments.
However, it's in between the $300 starter set and the $300,000 multi-court community complex, is where most folks will fall. Here's a rough cost breakdown:

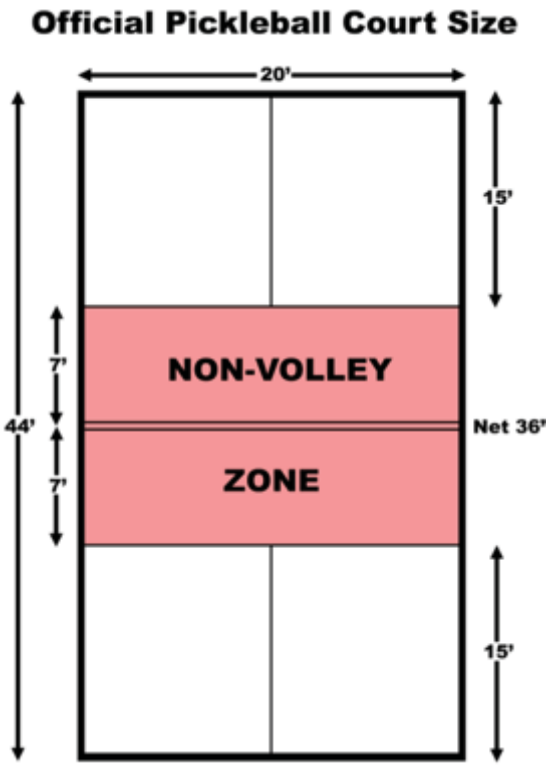
- Net/Court Tape - $300
- Court Resurfacing - $3,500 - $5,000
- New Court Construction
- Basic ($10,000 - $15,000)
- Basic plus lighting and fencing - $20,000 - $35,000

- 8-Court Community Complex with fencing but no lighting - $110,000 - $150,000)
- 8-Court Community Complex with fencing, lighting, and stadium seating - $300,000 and up.

Whatever your budget though, pickleball is an easy sport to get into, and an even easier sport to love.

Other Considerations

- Noise - are your neighbors, home owners association, or community at large ok with a court or courts going in? A growing number of communities have started to deal with complaints about pickleball noise. See: http://www.gvnews.com/news/local/too-loud-pickleb... and http://www.gvnews.com/news/local/too-loud-pickleb... (A noise reducing option is highlighted below)
- Orientation - Where does the predominant light come from on your site? Shade? Wind? What time of day will you typically be playing? All of these factors should be considered when you're determining the orientation of your court(s). The USAPA recommends a north-south orientation.
- Court Color - Regardless of the surface you choose for your court, you will have your options of color schemes. To play around with different color options click here: Court Color Tool
- DIY vs Professional Contractors - putting in a basic court with an existing pad is a relatively easy endeavor that almost anyone could do. With the right tools, you could even put in your own permanent nets, and paint a nice court. But if you're looking at resurfacing or building a new court, it's worth the extra cost to have a professional do it right. They'll not only warranty their work in most cases, but they'll also help ensure that your new court is up to code for your community.



Back to Basics

Pickleball began as a backyard creation in 1965 when a group of friends couldn't find the shuttlecock to play badminton with. Over a few days of tinkering, the creators worked out the equipment kinks and rules. They dropped the badminton net to 36", built some basic paddles out of plywood, and used a wiffleball. If you have a paved, flat driveway or an old asphalt basketball court, then you're ready to slap some lines down and get playing.

- An official Pickle-ball court is 20-feet wide by 44-feet long. However, you'll want to leave room on the sides and ends for running off court after playing a ball, so the recommended playing area is 34-feet by 64-feet. If converting tennis courts, four pickleball courts can fit in the same area at dimensions of 30-feet by 60-feet (see diagram below). If you're setting up your court indoors, it's recommended that you have at least 18-20 feet of height to the light fixtures.

- **Official Size - 20'x44'**
- **Recommended Total Playing Area - 34'x64'**
- **Height (Indoor Courts) - 18'-20'**

Supplies You'll Need:

- A spool of string, or a carpenter's chalkline, to mark off initial lines before permanently marking them.
- Tape Measure
- Court Tape ($8.99 for a 200-foot roll x 2-rolls) or line marking paint ($15.99 per can)
  or
  Pickleball Court Stencils
- A more portable option are EZ Court Lines ($29.99) if taped or painted lines aren't an option.
- If painting lines, a sealer should be considered as well to prevent the lines from bleeding.
- Nets:
- Portable Nets System ($159-$259)
- Permanent Net Posts ($289-$379)
- Permanent Net ($79-$159)

*If converting a local basketball or tennis court, or even putting lines in a neighborhood cul-de-sac, you'll want to make sure to get permission from your local Parks & Recreation Department and/or the neighborhood home owners association first.

- Step 1: After selecting the area that you want to put the court in, tape the end of your string to the ground.
- Step 2: measure out 20-feet in as straight of a line as possible. Pull the string taught and tape the end to the ground.
- Step 3: At a right-angle to your second corner, measure out 44-feet and tape that end to the ground, (a large carpenter's square can come in handy here).
- Step 4: Repeat Step 2 at a right-angle to your last corner and then repeat step 3 at a right angle to that corner. (In measuring your final 44-foot section you may realize that you're off by a few inches, in which case you'll need to adjust the positioning of the previous corners to fix your angles).
- Step 5: Once you have four square corners and the distances accurate, use your court tape or line spray and go over the top of your new rectangular line.

Now that you have the basic outline in place setting up the rest of the lines will be easy.

- Step 6: Measure 22-feet from the end-line and set a net post up. From the opposite end corner do the same and set up your net.
- Step 7: From each corner measure 15-feet towards the net and make a mark. Tie a line between the marks and paint or tape over it; these are your volley lines.
- Step 8: Measure in 10-feet on your new volley lines and make a mark. Do the same on each end-line. Tie a line between the marks and paint or tape over it.
- Step 9: Start playing some pickleball!

If doing it yourself isn't quite your style, or if you have a pad that needs to be improved before playing on it, call your local sports court surfacer and they can paint professional lines or resurface your existing pad to your specifications. Resurfacing costs will be specific to your court site, but generally will range between $3,500-$5,000.

Another option for your court surface is a tile court system such as VersaCourt. Some players don't like the way the ball bounces on a tile court system, but we've gotten fairly good reviews about them recently. The primary benefit of a VersaCourt system is that its design drastically reduces the impact on joints and the lower back. It's grippy surface reduces the risks when lunging or jumping for balls. The added safety and reduced wear and tear on your body from a VersaCourt system will cost approximately $5,000-$8,000.

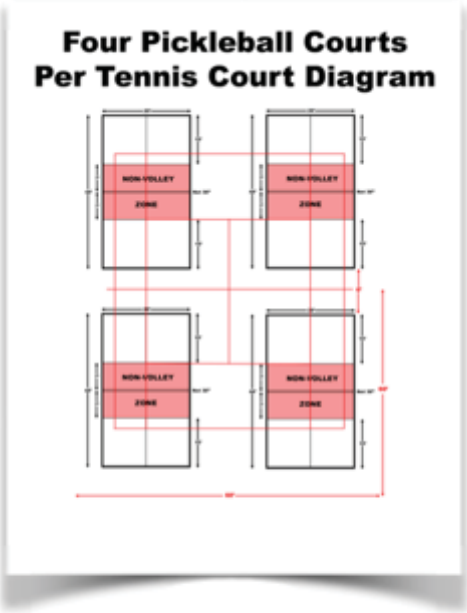


Diagram showing the layout for four pickleball courts on a tennis court. Tennis court shown with red lines.

Building Your Own Court From The Ground Up

But what if you don't have a big, flat driveway? Or the local tennis club doesn't want to share their courts with you and your group of pickleballers? Perhaps it's time to call your local concrete contractor and sports court surfacer. We talked to Jason Black at Cascade Sports and Tennis Court Surfacing, about the costs and steps of putting in a new court or resurfacing an old one. Jason and his team surfaced the court at our Kent, Washington headquarters and they did a fantastic job.

Jason recommends calling up a concrete contractor or landscape architect first and getting a quote from them. Pouring a new court varies dramatically in cost depending on the site you've selected for your court. Variables such as drainage, excavation, grading, and site layout will affect the cost per square foot. You'll also want to look into your community's regulations regarding drainage, some areas require a certain amount of drainage per lot, which your house and any other structures will count against. Do you even have enough drainable space to put a new concrete pad? Do you have room for parking?

For a minimum of a 1,500 square foot pad, the price could vary from $8,000 - $35,000. Asphalt is cheaper to pour, but the surfacing costs are higher because there's more air pockets to fill. Contractors most likely will not give you a quote over the phone, they'll need to come look at the site to give you an estimate.

Once you've got your estimate and a trusted contractor, that's when you call your local court surfacing company and talk to someone like Jason. Your court surfacing company will contact with the concrete contractor before they pour the slab and make sure they pour the pad properly. It is imperative that the slab is poured specifically for court construction.

"It kills me when people pour their expensive pad and the concrete guy says a vapor barriers or zip strips aren't necessary," Jason said. "It has to be poured specifically as a court, not as you would pour a patio or sidewalk, otherwise folks end up having to patch their brand new pads to make them work as courts."

Jason emphasized three important points in dealing with your concrete contractor:

- Insist on a medium broom finish;
- A vapor barrier to help with proper drainage is a must to insure the longevity of your court;
- And make sure the contractor uses zip strips in forming the seams between sections of the pad. (If you look at most patios or sidewalks you'll notice a roughly 1/2 inch gap between sections, which would have to be filled and patched before a court surface was put down. Patches wear down much faster than the rest of your pad. On a new pad, nobody wants a patch!)

A couple of other points you'll want to address with the contractor is whether or not you want permanent net posts installed, if you want fencing around the court, and if you want lighting. If so, all three will need to take place with the pour.

Once you've got your pad poured to the exact specifications you need, it will take 28-days for the concrete pad to cure before a court surface can be applied; 14-days in the case of asphalt. Once it's cured, it will take only about 3 or 4 days, sunshine dependent, for a company like Cascade Sports and Tennis Court Surfacing to finish off your new court. For a brand new court at 1,500 square feet, the cost for surfacing will be about $3,500 - $5,000, (a bit cheaper for resurfacing as less coats of acrylic are necessary).

"We start by filling in any seems or imperfections the concrete contractor may have left," Jason said. "We apply an adhesion promoter, which has to be done quickly, but is painstaking work. We get that down and then have to get the first coat of Acrylic down within two hours. For every 30-gallons of the acrylic paint, we mix in 300lbs of sand. This fills in all the cracks and air pockets and gives your court that nice textured surface."

The first coat dries in about an hour and they scrape all the sand that hasn't gone into any cracks back off, (almost all of it). The acrylic has to cure for about an hour before a second coat can be applied.

Next comes the surface paint, which is at least a two day process with new courts as two coats are necessary. This is also a bit weather dependent for outdoor courts as the product requires direct sunlight to dry properly.

Amenities to Consider

- Benches - a bench on either side of the court should be considered for resting and/or viewing ($100-$300)
- Gear Storage - hooks to hang jackets, cubbies for bags, etc.
- Tables outside of playing area for socializing ($200-$800)
- Restrooms - Hosting a weekend tournament? A portable toilet can be rented for $100-$300. Want a Porta Potty on site permanently, it'll cost about $800.
- Parking - If the courts are open to public, parking will become an issue if Pickleball grows in your community as fast as it does everywhere else.
- Maintenance Storage - Equipment such as brooms, leaf blowers, washing equipment, will be necessary to keep the court properly maintained.

"We always try to put the second coat on in the morning, so I can watch it dry and make sure the sun hits the whole court," Jason said. "If you've got one corner where the sun isn't hitting, it won't dry consistently and cure properly."

Once the second coat has cured properly, court lines are painted and not long after you're ready to break in your new pickleball court! Invite your friends over and before you know it pickleball will be growing rapidly throughout your community.

Building a Community Court Complex

Now that you've been helping grow the sport of pickle ball in your community by modifying existing courts, working with the Parks & Recreation Department, and even building your own backyard court, perhaps it's time for a dedicated multi-court complex. There's a lot of work and organization that goes into getting to this stage, but if your group of pickleballers has the momentum going, perhaps it's time to start the process.

To provide us with an example of how to get this stage of growth going, we talked to A.J. Fraties, President of the Bend Pickleball Club. From humble beginnings, the Bend Pickleball Club has successfully raised over $110,000 and secured matching funds from the Bend Parks & Recreations Department to build an 8-court complex dedicated solely to pickleball. After those courts were finished in the summer of 2014, they quickly received a private donation of $250,000 to build another 8-court complex complete with lighting for evening play and stadium seating in order to host tournaments.

"In-kind donations from local contractors was an important part of our overall fundraising efforts," A.J. said. In exchange for name plaques at the entrances to courts and banner advertising at tournaments, the Bend Pickleball Club received in-kind donations from a handful of local contractors. Whether it was to help with the concrete pad, painting the courts, installing the fences, or putting in benches, the Bend Pickleball Club left no stone unturned in approaching local business sponsors.

Lighting

- A minimum of two 1,500 watt lamps
- Poles should be 18-20' high
- Poles mounted in center, at least 24" back from court
- Costs will vary but expect $1,500-$2,000 per light pole installed with fixtures

The overall construction process is the same for a multi-court system as it is for a single court, just on a larger scale. One aspect to consider though are ball barrier fences between the courts. This is just a 4-foot fence, with padding, to prevent balls going into the courts of other players.

"We had the benefit of a working with a Parks & Recreation Department that gave us a dedicated site with infrastructure already in place," A.J. added, while discussing the paved parking area and restrooms. "We didn't have to raise money for that, which helped a lot."

With a strong and growing pickleball club, the support of your local Parks & Recreation Department, and some support from local businesses, you can have your multi-court complex ready for tournaments in no time.

Fencing

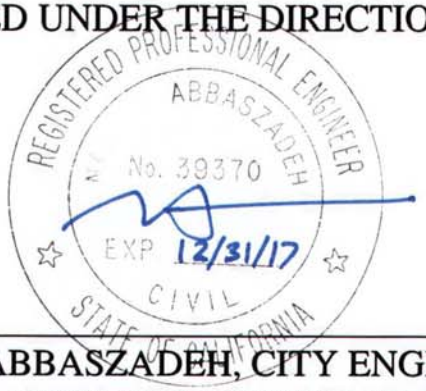
- Should be 10-feet high
- A lower 4-foot fence can be used, but you'll want to make sure to pad the top of the fence in order to prevent injuries
- Contact your local contractor for a cost estimate
- Acoustifence should be considered to reduce noise. A recent study by the USAPA showed that installing Acoustifence around pickleball courts reduced noise by over 50 percent. A 6'x30' roll of Acoustifence material will cost around $750.

CITY OF LAGUNA NIGUEL
LAGUNA NIGUEL, CALIFORNIA

PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR

Construction of Pickleball Courts – Cash Contract 17-01 At Laguna Niguel Regional Park Located at 28241 La Paz Road, Laguna Niguel, CA

PREPARED UNDER THE DIRECTION OF:



NASSER ABBASZADEH, CITY ENGINEER
PUBLIC WORKS DEPARTMENT
30111 CROWN VALLEY PARKWAY
LAGUNA NIGUEL, CA 92677
(949) 362-4337

March 2017

These plans and specifications are the exclusive property of the Agency and shall not be used in any manner without prior consent of the Agency. Any reuse of these plans and specifications by Others shall be at Other's sole risk and without liability to the Agency.

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

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CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

NOTICE INVITING SEALED BIDS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Laguna Niguel, as Agency, for furnishing all materials, equipment, tools, labor and incidentals as required for the above stated project in strict accordance with the specifications and drawings on file at the Public Works Office of the City of Laguna Niguel.

BID OPENING

Bids will be received at the office of the City Clerk, City of Laguna Niguel, until 2pm on April 25, 2017, at which time and place the bids will be publicly opened and read aloud. Bids shall be prepared on the approved proposal forms included herein in conformance with the Instruction to Bidders. Bids shall be submitted in sealed envelopes marked on the outside, "SEALED BID FOR **Construction of Pickleball Courts;** DO NOT OPEN WITH REGULAR MAIL".

PRE-BID MEETING

A non-mandatory pre-bid meeting will be held for all Contractors at 30111 Crown Valley Parkway, Laguna Niguel, CA 92677, at 10:30 a.m. on April 12, 2017. Project requirements will be discussed and any questions or comments will be addressed at that time.

SCOPE OF WORK

The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents to construct the above stated project. The general items of work to be done hereunder consist of: Construction of four concrete Pickleball courts including demolition of existing improvements, modifying irrigation system, relocation of utilities and existing improvements, grading, placement of screened fencing, electrical work and lights, waterline, concrete paths of travel, benches, shade structures, concrete viewing area, and cleaning up the site upon completion of project.

LOCATION OF WORK

All work is located in the City of Laguna Niguel at the Laguna Niguel Regional Park (an Orange County facility).

TIME LIMIT AND NOTICE TO PROCEED

All work except for the 28 day curing of the concrete courts shall be completed within twenty five (25) working days from the date on the Notice to Proceed. A move-in period of fifteen (15) working days will be allowed starting on the date of the Notice to Proceed. The Contractor will not be allowed to start work prior to the date in the Notice to Proceed and not until he has returned the executed contract and has submitted contract bonds and liability insurance

acceptable to the Agency as required in the Specifications. The counting of working days shall start on the date the Contractor elects to start work or the last day of the move-in period, whichever occurs first. The Contractor shall utilize the move-in period to ensure that all materials required for the project will be available for the scheduled work. No additional calendar days will be allowed for material delay once the Contractor commences work. The Contractor shall notify the Engineer at least five (5) working days prior to the start of work.

The engineer's estimate for the project is approximately **$170,000**.

The Agency reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive and responsible bidder and reject all other bids; to waive any informality, irregularity or error in any bid for the bid process; and to accept any bid or portion thereof; and to take all bids under advisement for a period of forty-five (45) calendar days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the Bid Sheets.

Nothing in this section shall relieve the Contractor of his obligations relative to starting work as required elsewhere in these specifications. Liquidated damages requirements are included under Part 1, Section 6-9 of the Special Provisions herein.

LICENSE REQUIREMENT

At the time of contract award, the contractor shall possess a Class A or B Contractor's License or a combination of Class C Specialty Contractor's License(s) adequate to perform the work herein described. No contract will be awarded to a Contractor who has not been licensed in accordance with the Provisions of Chapter 9, Division III, or the Business and Profession Code of the State of California at the time the bid is submitted. The successful bidder must maintain the license throughout the duration of this contract.

PLANS & SPECIFICATIONS

Plans and specifications are available at the City's website www.cityoflagunaniugel.org. Click on the "Bids" link, the project title, and follow instructions to download (there is no fee for downloading). A full set of the plans and specifications are also available for inspection without charge at the Public Works Department of the City of Laguna Niguel. Complete sets of said contract documents may be purchased at a cost of $50 per set and are obtainable from the Public Works Department of the City of Laguna Niguel, 30111 Crown Valley Parkway, 2nd Floor, Laguna Niguel, California 92677, telephone number (949) 362-4337. No refund will be made of any charges for complete sets of contract documents. Plans and specifications can be mailed for an additional $30 per set or call for express delivery rates. Additional information may be obtained on the City's website at www.cityoflagunaniguel.org.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773 and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the City Clerk of the City of Laguna Niguel and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

This Project is subject to compliance monitoring by the California Department of Industrial Relations. The Contractor is required to post job site notices of the wage rates and other information as required by the State Labor Commissioner.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers that apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. **No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.** If awarded a Contract, the Bidder and its subcontractors, or any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

PROGRESS PAYMENTS

The Contract Documents call for monthly progress payments based upon the Engineer's measurement of the work completed. The Agency will retain five percent (5%) of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the Agency will pay the amounts so retained upon compliance with the requirements of Public Contract Code, Section 22300 and the provisions of the Contract Documents pertaining to Substitution of Securities.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF LAGUNA NIGUEL.

Dated this 27th day of March, 2017.

CITY OF LAGUNA NIGUEL, CALIFORNIA

By _____

Eileen C. Gomez, City Clerk
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
(949) 362-4300

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal Forms provided by the Agency. All information requested therein must be clearly and legibly set forth in the manner and form indicated. All Addenda shall be acknowledged in the Proposal.

PROPOSAL GUARANTEE (BID BOND)

Proposals shall be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the Agency in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a notice to award contract is issued fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee may be forfeited to the Agency. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents and furnished the required insurance policies and bonds.

NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the Agency is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid Sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the Agency's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside,

"SEALED BID FOR **Construction of Pickleball Courts;** DO NOT OPEN WITH REGULAR MAIL".

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee, unless agreed to otherwise by the Agency.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder. No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INTERPRETATION OF SPECIFICATIONS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, or finds apparent discrepancies in, or apparent omissions from the specifications, he may submit to the Engineer of said Agency a written request for an interpretation or correction thereof, which must be received by the Engineer at least seven (7) days prior to the date of receipt of bids. No request shall be taken within the seven (7) days prior to bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issues and copy of such addendum will be mailed, faxed or delivered to each person receiving a set of such documents. Interpretations, corrections, or changes of the Bid Documents made in any other manner will not be binding and bidders shall not rely upon such interpretations, corrections, and changes. The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

ADDENDA OR BULLETINS

The Engineer may, without Board approval, issue addenda to the contract documents during the period of advertising for bids, for the purpose of clarifying or correcting Specifications, Plans or Bid Proposal; provided that any such addenda do not substantially change the original scope and intent of the project. The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be acknowledged in the proposal. Before submitting his bid, each bidder shall inform himself as to whether or not any addenda have been issued. Purchasers of Contract Documents will be furnished copies of such addenda by fax, certified mail or personal delivery during the period of advertising and shall signify receipt of same in the "Acknowledgment of Addenda", page of the Proposal. Failure to cover in this bid any such addenda issued shall render his bid irregular and shall result in its rejection by the Agency.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and Contract Documents, and to full compliance therewith.

AWARD OF CONTRACT

Following a review of the bids, the Agency shall determine whether to award the contract or to reject any or all bids. The award of contract, if made, will be to the lowest responsive and responsible Bidder as determined solely by the Agency on the basis of the unit prices of the base bid, exclusive of additive alternates and other criteria as contained in the Plans, Specifications and Contract Documents. The Agency reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any informality, irregularity or error in any bid for the bid process, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award in contemplated.

No Bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof.

LABOR CODE

Pursuant to the provisions of Sections 1770 – 1773 of the Labor Code of the State of California, the Agency has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the State Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Agency, and copies will be made available to any interested party on request. It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Original Certified Payroll Records for the Contractor and Subcontractors shall be submitted to the Agency on approved forms on a weekly basis. Progress payments may be withheld pending receipt of any outstanding records. The Agency may conduct interviews with workers to verify compliance with applicable labor laws and wage requirements. Suspected irregularities and discrepancies may be reported to the appropriate agencies for review and enforcement.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code. The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

The Agency will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the Agency on the contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code, which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

This Project is subject to compliance monitoring by the California Department of Industrial Relations. The Contractor is required to post job site notices of the wage rates and other information as required by the State Labor Commissioner.

WORKER'S COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this section and with Section 1861 of the State Labor Code, the contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to Agency along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4552 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services or materials, the Contractor or Subcontractor offers and agrees to assign to the Agency all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the Agency tenders final payment to the Contractor without further acknowledgment by the parties.

SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specification in excess of ½ of 1% of this prime Contractor's total bid or $10,000, whichever is greater. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the Agency's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of work. Substituting a subcontractor in place of a subcontractor listed in the original bid without Agency approval or subcontracting work to which no subcontractor was designated in the original bid (and was required to be designated) or other subcontracting violations, may at the Agency's discretion, result in cancellation of the contract or financial penalty.

The Contractor shall perform with its own organization, contract work amounting to a least 50% of the contract price (see Sec. 2-3.2 General – Subcontracts). Failure to meet this requirement is grounds for rejection of the bid or cancellation of the contract. The Agency reserves the right to waive the 50% requirement if it deems it to be in the best interests of the Agency.

SUBSTITUTION OF SECURITIES

In accordance with the State of California Public Contract Code, Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency, or with a State or Federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

CONSTRUCTION CLAIMS/WAIVER OF CLAIMS

Effective January 1, 1991, Section 20104 et seq. of the California Public Contract Code prescribes a process of utilizing informal conferences, non-binding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. The Agency has also adopted additional requirements and limitations regarding claims. (See the appropriate sections in the General Provisions and General Specifications.)

At the completions of the project the Contractor shall execute and the Agency shall approve a "Final Closeout Agreement and Release of All Claims" concurrently with the final acceptance of the project and the filing of the Notice of Completion. The "Final Closeout Agreement and Release of All Claims" shall be based on the final contract amount minus any damages.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. **No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.** If awarded a Contract, the Bidder and its Subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidders shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the Department of Industrial Relations registration number for each listed subcontractor in the space provided in the List of Subcontractors Form.

 BIDDER'S NAME _____

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

PROPOSAL

TO CITY OF LAGUNA NIGUEL as Agency:

In accordance with Agency's "Notice Inviting Sealed Bids", the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

Bidder declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, Bidder agrees to enter into a contract with Agency at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. Bidder understands that failure to execute the contract documents and furnish the required insurance policies and bonds in the manner and time prescribed shall be considered breach of contract and may result in the rejection of the bid and forfeiture to Agency of the Bid Bond accompanying this proposal.

Bidder understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of project administration and comparison of bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and the lump sum total shall govern over the subtotals.

Bidder agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman's Compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Bidder will comply with such provisions of that code before commencing the performance of this Contract if awarde3d to it. Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

Bidder declares in the Non-Collusion Affidavit included herein that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the Agency is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

(PROPOSAL – PAGE 2 OF 2)

Bidder certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, Bidder certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

Bidder understands that no contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III, or the Business and Professions Code of the State of California. Bidder has also received Section 7028.15(e) of the Business and Professions Code.

BIDDER'S NAME:

_____

BIDDER'S ADDRESS:

_____

TELEPHONE: (_____) _____

Subscribed and sworn to before me

this _____ day of _____,2017.

_____

(Signature of Notary Public)

By: _____

(Print Name of Owner or President of Corporation/Company)

_____

(Signature)

_____

(Title)

_____

(Date)

_____

(Signature of Secretary of Corporation/Company)

(SEAL)

 BIDDER'S NAME _____

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

BIDDER'S INFORMATION

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of Individual Contractor, Company or Corporation _____

Business Address _____

Telephone: (_____) _____

California State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	**Title**	**Address**	**Telephone**

Corporation organized under the laws of the State of _____

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

_____

_____

_____

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having an interest in this proposal are as follows:

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with project owners (public agencies, private companies, etc.) in the past three (3) years:

1. Provide the names, addresses and telephone numbers of the parties:

2. Briefly summarize the parties' claims and defenses:

3. State the tribunal (i.e., Superior Court, American Arbitration Association, etc.) the matter number and the outcome:

4. Have you ever had a contract terminated by the owner/agency? If so, explain.

(BIDDER'S INFORMATION – PAGE 3 OF 3)

5. Have you ever failed to complete a project? If so, explain.

_____

_____

6. Have you ever been terminated for cause and then had it converted to a "termination of convenience"? If so, explain.

_____

_____

For <u>any</u> projects you have been involved with in the last three (3) years did you have any claims or actions?:

		Circle One
1.	By you against the owner?	Yes / No
2.	By the owner against you?	Yes / No
3.	By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)?	Yes / No
4.	By subcontractors (Stop Notices, etc.)?	Yes / No
5.	Are any claims or actions unresolved or outstanding?	Yes / No

If yes to any of the above, please explain. (Attach additional sheets, if necessary.)

_____

_____

Failure of the bidder to provide <u>all</u> requested information in a complete and accurate manner shall be considered non-responsive and may result in rejection of the bid, forfeiture of the bid security and other penalties.

Subscribed and sworn to before me

this _____ day of _____, 2017.

_____
(Signature of Notary Public)

(SEAL)

By: _____
(Print Name of Owner or President of Corporation/Company)

_____
(Signature)

_____
(Title)

_____
(Date)

_____
(Signature of Secretary of Corporation/Company)

 BIDDER'S NAME _____

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR).

See http://www.dir.ca.gov/PublicWorks/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public works.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

 BIDDER'S NAME _____

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

LIST OF SUBCONTRACTORS

The bidder shall set forth in the bid subcontractors on the subject project as required in the Public Contract Code, Sections 4100 – 4113, including the name, location of its business and license number of all subcontractors that are required to be listed. Substituting a subcontractor in place of subcontractor listed in the original bid without Agency approval or subcontracting work to which no subcontractor was designated in the original bid (and was required to be designated) or other subcontracting violations may, at the Agency's sole discretion, result in cancellation of the contract or a financial penalty. The Contractor shall perform with its own organizations contract work amounting to at least 50% of the contract price per Section 2-3.1 General – Subcontracting. Failure to meet this requirement may result in rejection of the bid or cancellation of the contract.

Bidder proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____
_____
_____

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____
_____
_____

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____
_____
_____

(LIST OF SUBCONTRACTORS – PAGE 2 OF 2)

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____
_____
_____

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____
_____
_____

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____
_____
_____

 BIDDER'S NAME _____

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

REFERENCES

Failure of the bidder to provide all required information in a complete and accurate manner shall be considered non-responsive and may result in the rejection of the bid and forfeiture of the bid security. Failure to demonstrate adequate experience may result in rejection of the bid.

For all public agency projects with a similar scope of work which you have worked on (or are currently working on) in the past three (3) years, provide the following required information:

1) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (_____) _____

Email Address _____

Original Contract Amount $_____ Final Contract Amount $_____

If final amount is different from original, please explain (change orders, extra work, etc.)

_____

_____

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

_____

_____

2) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ To ____/____/____

Agency Name _____

(REFERENCES – PAGE 2 OF 6)

Address _____

Contact Person _____ Telephone (_____) _____

Email Address _____

Original Contract Amount $_____ Final Contract Amount $_____

If final amount is different from original, please explain (change orders, extra work, etc.)

_____

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

_____

3) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (_____) _____

Email Address _____

Original Contract Amount $_____ Final Contract Amount $_____

If final amount is different from original, please explain (change orders, extra work, etc.)

_____

_____

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

_____

(REFERENCES – PAGE 3 OF 6)

4) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (_____) _____

Email Address _____

Original Contract Amount $_____ Final Contract Amount $_____

If final amount is different from original, please explain (change orders, extra work, etc.)

_____

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

_____

5) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (_____) _____

Email Address _____

Original Contract Amount $_____ Final Contract Amount $_____

If final amount is different from original, please explain (change orders, extra work, etc.)

_____

_____

(REFERENCES – PAGE 4 OF 6)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

_____

List any other projects (private, older than three (3) years, etc.) that may represent qualifying similar experience:

1) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (_____) _____

Email Address _____

Original Contract Amount $_____ Final Contract Amount $_____

If final amount is different from original, please explain (change orders, extra work, etc.)

_____

_____

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

_____

2) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

(REFERENCES – PAGE 5 OF 6)

Contact Person _____ Telephone (_____) _____

Email Address _____

Original Contract Amount $_____ Final Contract Amount $_____

If final amount is different from original, please explain (change orders, extra work, etc.)

_____

_____

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

_____

3) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (_____) _____

Email Address _____

Original Contract Amount $_____ Final Contract Amount $_____

If final amount is different from original, please explain (change orders, extra work, etc.)

_____

_____

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

_____

(REFERENCES – PAGE 6 OF 6)

4) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (_____) _____

Email Address _____

Original Contract Amount $_____ Final Contract Amount $_____

If final amount is different from original, please explain (change orders, extra work, etc.)

_____

_____

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

_____

 BIDDER'S NAME _____

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

_____

_____

_____

_____

_____

_____

_____

_____

_____

 BIDDER'S NAME: _____

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

PROJECT BID SHEET

The Contractor shall complete this Project Bid Sheet for use only by Agency for comparison of bids and compensation to the Contractor for this project. The Contractor shall submit a balanced bid. The estimated quantities and itemized descriptions listed in the Project Bid Sheet are supplied to give an indication of the general size of the work. The accuracy of the estimated quantities is not guaranteed. Unit prices are intended to be the basis for additions, deletions or substitutions to the work, if required. Lump sum prices and/or quantities shall be considered all inclusive and shall not be considered for price and/or quantity adjustment. The work to be performed shall include, but not be limited to, the items described. The bid shall include the furnishing of labor, services, tools, equipment, materials, appurtenances, and incidentals necessary to install or complete all work contemplated per the plans and specifications.

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Construct Four Pickleball Courts and Associated improvements, clearing/grubbing, grading, surfacing/painting, etc., as described on the plan and specifications	LS	LS		
2	Chainlink Fencing (12ft)	LF	170		
3	Chainlink Fencing (6ft), including gates	LF	330		
4	Chainlink Fencing (4ft)	LF	220		
5	Chainlink Fencing (6ft) – Included in bid item 3	-	-		
6	Windscreen (various heights)	LF	4100		
7	Install four (4) gates – Included in bid item 3	-	-		
8	Lighting system	LS	LS		
9	Water system	LS	LS		
10	Concrete Viewing Area (10' wide)	SF	1400		
11	Sidewalk (4' wide)	SF	1500		
12	Sidewalk (6' wide)	SF	400		
13	Park Benches	EA	2		
14	Shade Structures	EA	2		
15	Erosion and Sediment control	LS	LS		
16	Monument Plaque	LS	LS		
17	Aeration of Turf Area	SF	16,000		

_____ DOLLARS
Total Bid in Words

$ _____
Total Bid in Figures

In case of discrepancy between the unit price and the total price shown by the bidder, the unit price shall prevail. In case of discrepancy between words and figures, the words shall prevail.

The Bidder shall note that if the contract is awarded, it will be based on the lowest properly submitted bid provided that the Bidder has met all requirements. The Agency reserves the right to reject any or all bids.

Attached hereto in cash, a certified check, a cashier's check or a bidder's bond in the amount of ten percent (10%) of the amount bid, which is agreed shall be retained as liquidated damages by the Agency if the undersigned fails or refuses to execute the agreement and furnish the required bonds and certificates of insurance within the time provided.

It is understood that:

1. The undersigned has carefully examined all contract documents which will form a part of the Contract including the following: Notice Inviting Bids, Instructions to Bidders, Proposal, Contract Agreement, General Specifications, General Provisions, Technical Specifications, Plans (if any), and Addenda.

2. The undersigned has carefully examined and fully understands all the limitations, requirements and possible consequences in the specific sections related to subcontracting, certified payroll records, claims, disclosures of past experience, payment, liquidated damages and waiver of claims.

3. The Agency does not warranty the completeness or accuracy of the plans and specifications and that submission of a bid is sufficient evidence that the undersigned has investigated the site of the work, is satisfied as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof.

4. The undersigned fully understands the scope of work and has cleared carefully all words and figures inserted in the Proposal and further understands that the Agency will be in no way responsible for any errors or omissions in the preparation of the Proposal.

5. The undersigned agrees, acknowledges and is aware of the provisions of Section 3700 of the Labor Code which requires every employee to be insured against liability of worker’s compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the Contract it is awarded to the undersigned.

(PROJECT BID SHEET - PAGE 3 of 3)

6. The undersigned will begin work after Notice to Proceed has been given, as herein specified; will meet all requirements in regard to bonds and insurance; and will complete said work within the time specified in the Instructions to Bidders.

7. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive, or made in the interest or in behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure any advantage over any other bidder.

8. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he submitted this bid. The awards for such work are to be entirely at the discretion of the Agency after evaluation of the bids as submitted.

9. The undersigned agrees that the Agency shall, unless otherwise waived by the Agency, recover or retain as liquidated damages an amount equal to the ten percent (10%) of the total amount of the award made, all in accordance with the foregoing stipulations, in the event the undersigned fails to execute a Contract and furnish the required bonds and insurance therefor within the time provided.

10. Submission of a bid will be deemed a binding offer to enter into the attached contract on the terms contained therein for 45 days from the bid opening.

11. If awarded the Contract, Contractor agrees to begin and to complete the work per specifications. Contractor further agrees to execute and return the Contract Documents, bonds and insurance certificates within ten (10) working days after the date of the Notice to Award. This is a valid and binding proposal to do all the work herein described.

I hereby certify that the enclosed bid represent a balanced bid and therefore each line item bears its proportionate share of profit.

Respectfully submitted,

_____	_____
Contractor's Business Name	By
_____	_____
Business Address	Title
_____	_____
City/State/Zip	Date
_____	
Business Telephone Number	

 BIDDER'S NAME: _____

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Bidder's Signature

BIDDER'S NAME: _____

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

BID BOND

KNOW ALL MEN BY THESE PRESENTS that_____, as Bidder, and _____ as Surety, are held and firmly bound unto the City of Laguna Niguel, as Agency, in the penal sum of ten percent (10%) of the total amount bid by Bidder to Agency for the above stated project, for the payment of which sum, Bidder and Surety agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Bidder is about to submit a bid to Agency for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by Bidder and Bidder files the required Faithful Performance and Labor and Material Bonds in the manner and time specified, then this obligation shall be null and void. Otherwise it shall remain in full force and effect in favor of Agency.

In the event suit is brought upon this bond by Agency and judgment is recovered, the Surety shall pay all costs incurred by the Agency in such suit, including reasonable attorney's fee to be fixed by the court.

WITNESS our hands the _____ day of _____, 2017.

Subscribed and sworn to before me

this _____ day of _____, 2017.

_____
(Signature of Notary Public)

By:_____
(Print Name of Owner or President of Corporation/Company)

_____
(Signature)

_____
(Title)

_____
(Date)

_____
(Signature of Secretary of Corporation/Company)

(SEAL)

(BID BOND - PAGE 2 OF 2)

Subscribed and sworn to before me
this _____ day of _____, 2017.

_____
(Signature of Notary Public)

(SEAL)

_____
(Print Surety's Name)

_____
(Mailing Address)

By: _____
(Print Name)

_____
(Signature)

_____
(Title)

NOTE: SIGNATURE'S OF CORPORATE AND SURETY OFFICIALS MUST BE NOTARIZED.

 BIDDER'S NAME: _____

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

NON COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

"_____, being first duly sworn, deposes and says that he or she is (sole owner, a partner, president, etc.) of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or persons as have a partnership or other financial interest with said Bidder in his or her general business.

Signed _____

(SEAL)

(Signature of Contractor must Notarized.
Attach Acknowledgement)

_____
(Print Name)

_____
(Title)

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, ____, by and between the City of Laguna Niguel, a municipal corporation (hereinafter the "City"), and _____, a _____, (hereinafter the "Contractor").

R E C I T A L S:

1. The City Council of the City of Laguna Niguel has decided to construct the FY 16-17 ARAM Pavement Rehabilitation Project, Cash Contract No. 16-04 (the "Project").

2. The City has invited the submission of bids for the construction of the Project.

3. The Contractor has submitted a bid for the contract for the construction of the Project.

4. The Contractor is the lowest responsible bidder for the construction of the Project.

5. The City proposes to award a contract to the Contractor for the construction of the Project.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Scope of Work. Contractor agrees to construct the Project according to all the terms and conditions set forth in the Project Documents. The Project Documents include the contract between the City and the Contractor and consist of this Contract and all of the Contract Documents for the aforesaid Project which are the following: (1) the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal (as submitted by the Contractor), Guaranty, General Specifications, Special Provisions, Technical Specifications, Final Closeout Agreement and Release of All Claims, Plans (if any accompany the Project), and Standard Specifications; (2) everything referenced in said documents, such as specifications, details, standard plans or drawings and appendices, including all applicable State and Federal requirements; (3) all required bonds, insurance certificates, permits, notices, and affidavits; and (4) any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure completion in an acceptable manner. All of the provisions of the above-listed documents are made a part of this Contract as though fully set forth herein.

Standard Specifications. Standard Specifications for City projects are those contained in the most recent edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). The Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract, except as amended by the Plans for the Project, the General Specifications for the Project, the Special Provisions for the Project, the Technical Specifications for the Project, or any other contract documents.

2. Compensation.

a. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to construct the Project, including furnishing all materials and performing all work required for the Project, and to fulfill all other obligations as set forth in the aforesaid contract documents for the contract price of $_____.

b. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

c. Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Project Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

3. Completion of Work.

a. Contractor shall perform within the time set forth in Notice Inviting Sealed Bids, everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project.

b. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Contract as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project.

c. The Contractor shall be liable to the City for any damages arising as a result of a failure to fully comply with the obligations set forth in this paragraph, and the Contractor shall not be excused with respect to the failure to so comply by any act or omission of the City, the Architect, the Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the City within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

4. Change to Work. Contractor agrees that the City may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and City and will not be a basis for a compensable delay claim.

5. Claims. Contractor agrees that submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the City, is a condition precedent to any action, proceeding, litigation, suit or demand for arbitration by Contractor.

6. Bonds. Contractor shall provide, before commencing work, a Faithful Performance Bond and a Payment Bond (labors and materials) each for 100% value of the work in the form that complies with the Project Documents and is satisfactory to the City Attorney.

7. Licenses and Legal Responsibilities.

a. Contractor acknowledges that it is required to hold the Contractor's license or licenses set forth in the Project Documents. Contractor hereby certifies that it holds the required license(s).

b. Contractor shall keep itself informed of all State and Federal laws and regulations that may in any manner affect those employed by it or in any way affect the performance of its work pursuant to this Contract. Contractor shall, at all times, observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

8. Non-Assignability. Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9. Administration. This Contract will be administered by the City's Public Works Department. The Director of Public Works/City Engineer or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10. Indemnification. Contractor agrees to indemnify, protect, defend and hold harmless the City, the City Council, the City's officers, employees, agents, and representatives from any claims, suits, actions, liability or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor pursuant to this Contract.

11. Liability Insurance. Without limiting Contractor's indemnification of City, as described in paragraph 10, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, and shall require all subcontractors, if any, to take out and maintain, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California, which contain the coverage described below.

a. Comprehensive Liability Insurance, vehicular and non-vehicular, for claims for bodily injury, death, or property damage, which may arise from the performance of the Contract. Such insurance shall be in an amount of at least $1 million per occurrence and aggregate.

b. Certificates of Insurance shall be provided by Contractor as evidence of the above-indicated policies.

c. The City of Laguna Niguel, the City Council, and the City's officers, employees, agents and representatives shall be named as additional insureds under these policies.

d. Said Certificates of Insurance shall provide that 30 days written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

12. Workers' Compensation Insurance. Contractor acknowledges the provisions of State Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor certifies that it will comply with these provisions before commencing performance of work under this Contract. The Contractor shall sign a Workers' Compensation Insurance Certificate, in a form satisfactory to the City, and submit the signed Certificate to the City prior to commencing work under this Contract.

13. State Labor Code.

a. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Laguna Niguel and are available for review upon request.

b. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to State Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

c. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the State Labor Code, the Contractor and any subcontractors, shall, as penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than prevailing wage rates.

d. The Contractor shall post at the work site a copy of the wage rates and post other information as required by law or regulation of the State Labor Commissioner.

e. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Each Contractor and subcontractor shall furnish the records specified in State Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

f. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

g. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

h. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

14. Nondiscrimination by Contractor. Contractor represents and agrees that Contractor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15. Integration. This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

16. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Orange, California.

17. Attorney Fees. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

18. Successors and Assigns. The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

19. Authority to Sign. The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the project.

(Signature pages attached.)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

"CITY"

CITY OF LAGUNA NIGUEL

By: _____

Title: _____

ATTEST:

_____
Eileen C. Gomez
City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA

_____
Terry E. Dixon, Esq.
City Attorney

"CONTRACTOR"

_____

By: _____

Title: _____

By: _____

Title: _____

[Signatures of contractor must be notarized. Need two signatures if contractor is a corporation. Attach acknowledgement.]

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Laguna Niguel, California ("hereinafter referred to as CITY"), awarded to _____, hereinafter referred to as the "Contractor/Principal" a contract for the work described as _____

_____

_____

in the amount of _____;

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____, as Surety, a California admitted surety insurer, are held and firmly bound unto the CITY for one hundred percent (100%) of the total amount payable by the CITY under the terms of the contract awarded by CITY to the Contractor/Principal, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of _____ (__) year(s) after the acceptance of the work by CITY, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the CITY from loss or damage made evident during the period of _____ (__) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

(FAITHFUL PERFORMANCE BOND - PAGE 2 OF 3)

Whenever Contractor/Principal shall be, and is declared by the CITY to be, in default under the contract, the CITY having performed the CITY's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the CITY, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the CITY under the contract and any modifications thereto, less the amount previously properly paid by the CITY to the Contractor/Principal.

Surety expressly agrees that the CITY may reject any contractor or subcontractor, which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the CITY, when declaring the Contractor/Principal in default, notifies Surety of the CITY's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the CITY named herein or the successors or assigns of the CITY.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the CITY is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay CITY"S reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS HEREOF, we have hereto set our hands and seals on this _____ day of _____, 2017.

_____
Contractor/Principal

By: _____
Signature

_____
Print Name and Title

By: _____
Signature

_____
Print Name and Title

_____
Surety

By: _____
Signature

_____
Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

_____

_____

_____

APPROVED AS TO FORM:

_____
Terry E. Dixon, City Attorney
City of Laguna Niguel

(Attach the Attorney-in-Fact Certificate
for Surety. Attach notarial acknowledgements
for signatures of both Contractor/Principal and Surety.)

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Laguna Niguel, California ("hereinafter referred to as CITY"), has awarded to _____, hereinafter referred to as the "Contractor/Principal" a contract for the work described as _____

in the amount of _____;

WHEREAS, said Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the undersigned Contractor/Principal and _____, as Surety, a California admitted surety insurer, are held firmly bound unto the CITY for one hundred percent (100%) of the total amount payable by the CITY under the terms of the contract awarded by CITY to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond has been given, and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

_____ (Name and address of Surety.)

_____

_____ (Name and address of agent or representative in California, if different from above.)

_____

_____ (Telephone and facsimile number of Surety or agent or representative in California.)

_____

IN WITNESS HEREOF, we have hereto set our hands and seals on this _____ day of _____, 2017.

_____
Contractor/Principal

By: _____
Signature

_____
Print Name and Title

_____
Surety

By: _____
Signature

_____
Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

_____

_____

_____

APPROVED AS TO FORM:

_____
Terry E. Dixon, City Attorney
City of Laguna Niguel

(Attach the Attorney-in-Fact Certificate
for Surety. Attach notarial acknowledgements
for signatures of both Contractor/Principal and Surety.)

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

WORKER'S COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code Amended by Stats. 1979, C.373, p1343, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the Agency prior to performing any work on the contract:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

_____
Contractor

By _____
Print Name

_____
Signature

_____
Title

_____
Date

Section 3700 of the State Labor Code reads as follows:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

GUARANTY

In accordance with the terms of the contract in the City of Laguna Niguel approved _____, between the City of Laguna Niguel, (hereinafter referred to as the Agency) and the undersigned, under which contract the undersigned shall complete work as described in the contract documents, the following guarantee of said work is hereby made.

Should any of the items installed pursuant to said contract, prove defective or should the item as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the said item or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the Agency, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within thirty (30) days after the receipt of demand from the Agency. In the event repairs are not made within thirty (30) days, the Agency shall have the unqualified option to make any needed repairs or replacements itself or by any other Contractor. The undersigned agrees to reimburse the Agency, upon demand, of its expenses incurred in restoring said items to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the Agency, to replace any such equipment and repair said items completely without cost to the Agency so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the Agency; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the Agency, upon demand, expenses incurred.

Said items will be deemed defective within the meaning of this Guaranty in the event that they fail to operate as originally intended thereof and in accordance with the plans and specifications included in said contract. The Faithful Performance Bond for this project shall remain in full force and effect for the entire guarantee period as required in the specifications and contract documents.

_____ _____

Date Contractor

GENERAL SPECIFICATIONS

ADDENDA

The Engineer may, without Board approval, issue addenda to the contract documents during the period of advertising for bids, for the purpose of clarifying or correcting Specifications, Plans or Bid Proposal; provided that any such addenda do not substantially change the original scope and intent of the project. Purchasers of contract documents will be notified and furnished copies of such addenda, either by fax, certified mail or personal delivery, during the period of advertising and shall signify receipt of same in the appropriate location in the contract documents.

TRAFFIC REQUIREMENTS

No public street or lane shall be closed to through traffic at any time except when approved by the Engineer. Other requirements are included under Section 7-10 in the Special Provisions herein.

REMOVAL OF GRAFFITI/REMOVAL OF USA MARKINGS

The Contractor shall constantly monitor the worksite and all equipment and appurtenances associated with the project for vandalism/graffiti. Any vandalism/graffiti found within the project limits or worksite by the Contractor or the Agency shall be removed or repaired by the Contractor within 24 hours.

Failure to correct the situation to the satisfaction of the Agency within 24 hours will result in the Agency taking corrective action and deducting the cost from any monies due the Contractor.

Prior to final acceptance of the project the Contractor shall remove all markings including, but not limited to, USA markings from the project area to the satisfaction of the City Engineer.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773 and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Secretary of the Board or Directors and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are

those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

This Project is subject to compliance monitoring by the California Department of Industrial Relations. The Contractor is required to post job site notices of the wage rates and other information as required by the State Labor Commissioner.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program I that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices of journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

Cooperation and Collateral Work

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City of Laguna Niguel, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Inspector in the event of a delay in scheduling caused solely by this construction work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

RESOLUTION OF CONSTRUCTION CLAIMS/LIMITATIONS FOR CLAIMS/WAIVER OF CLAIMS

Effective January 1, 1991, Section 20104 et seq. of the California Public Contract Code prescribes a process of utilizing informal conferences, non-binding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less.

"Public work" has the same meaning as in Section 3100 and 3106 of the Civil Code, . . ." (20104 (b) (1)).

"Claim" means a separate demand by the contractor for: A) a time extension, B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the

contract for a public work and payment of which is not otherwise entitled to, or C) an amount the payment of which is disputed by the local agency. (20401(b) (2)).

The following requirements apply to all contracts entered into after January 1, 1991, and all claims to which this section applies: (All references are to Section 20141.2 et seq.)

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(c) (1) For claims over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond on writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and

demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the funning of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does no obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

20104/6

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law."

In addition to the above stated provisions regarding claims the following shall be incorporated into the claims process and shall apply to all Contractor claims.

1. The Contractor shall include the following Personal Certification on every claim:

   "I, _____, being the _____ (must be an officer) of _____ (General Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable; and, further, that I am familiar with California Penal Section 12560, et seq, pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences."

   This shall be followed by a signature of the individual providing the personal certification.

2. The Contractor agrees that submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by Owner, is a condition precedent to any action, proceeding, litigation, suit or demand for arbitration by Contractor.

3. Upon submitting a claim the Contractor shall immediately open all documents (books, contracts, logs, bid documents, etc.) for review and copying by the Agency and shall require the same of all sub-contractors. For each day that the Contractor or sub-contractor delays or fails to produce documents as requested by the Agency the Contractor shall be assessed liquidated damages of $250.00 per day.

4. A delay Claim (a written demand by the Contractor seeking time or compensation, or both, for delays to the project) must include documents supporting the delay claim, including but not limited to, evidence of all facts supporting the alleged claim and the current schedule showing the impact of the event or occurrence on the critical path.

5. Contractor must give written notice of a delay claim within five (5) days of event or occurrence giving rise to the delay claim, or Contractor waives its delay claim.

6. The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

7. The Contractor shall have no basis for a delay claim unless the event or occurrence delays completion of project beyond the contractual completion date.

8. The Contractor shall have no basis for a delay claim unless the delay is to a critical activity while the activity is on the critical path.

9. The Agency may make changes to the work, or suspend the work and no matter how many changes, such changes or suspensions are within the contemplation of the parties and will not be a basis for a compensable delay claim.

Section 9204 of the Public Contract Code

The State Legislature enacted Chapter 810 of the Statutes of 2016 effective January 1, 2017, to add Section 9204 to the Public Contract Code to require that a specific claims and dispute resolution procedure be included in contracts to construct Public Works projects. To the extent there might be any conflicts between the provisions in Section 9204 and the provisions in the City's specifications herein, the provisions in Section 9204 shall prevail.

WAIVER OF ALL CLAIMS

At the completion of the project the Contractor shall execute and the Agency shall approve a "Final Closeout Agreement and Release of All Claims" concurrently with the final acceptance of the project and the filing of the Notice of Completion.

The "Final Closeout Agreement and Release of All Claims" shall be based on the final contract amount minus any damages.

The Agency, at its sole discretion, may insert a clause into the subject agreement limiting or restricting the Contractor and/or individuals from the company from bidding on any future projects with the Agency.

CITY OF LAGUNA NIGUEL
Construction of Pickleball Courts

SPECIAL PROVISIONS

Introduction

These Special Provisions amend the Standard Specification as indicated and take precedence over the Standard Specifications.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the most recent edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, BNI Publications, Inc., 990 Park Center Drive, Suite 6, Vista, California, 92081, (760) 734-1113.

The said Standard Specifications will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, these General Specifications, Special Provisions, Technical Specification or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are call out.

References in the Special Provisions and Technical Specifications to Standard Plans shall mean the latest edition of the Standard Plans of the Orange County Environmental Management Agency, and where applicable, the State Department of Transportation. For reference, copies of Applicable Standard Plans for this project may be contained in the Appendix of these Specifications.

Where the Plans and Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place, that only the best general price is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

PART I – GENERAL PROVISIONS

SECTION I – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS. (Applicable to the entire set of specifications)

Add or substitute the following:

Agency	-	City of Laguna Niguel
Board	-	City Council representing the City of Laguna Niguel
Caltrans	-	California Department of Transportation
City	-	City of Laguna Niguel
City Attorney	-	Attorney for the City of Laguna Niguel
County	-	County of Orange (OCPFR&D)
Engineer	-	City Engineer or his Designee
Federal	-	United States of America
State	-	State of California

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT.

Replace with the following:

Within ten (10) working days after the date of the Notice of Intent to Award, the Contractor shall execute and return the following contract documents to the Agency:

Contract
Faithful Performance Bond
Payment Bond
Worker's Compensation Insurance Certificate
Guaranty
Public Liability and Property Damage Insurance Certificate with Insurance Endorsements

Failure to comply with the above may result in annulment of the award and forfeiture of the Proposal Guarantee. The Contract Agreement shall not be considered binding upon the Agency until executed by the authorized Agency officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-3 SUBCONTRACTS.

2-3.1 General. Add the following:

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price, unless otherwise specified by the Agency. Any designation "Specialty Items" may be performed by subcontract and amount of any such "Specialty Items" so performed may be deducted from the Contract Price. These deductions occur before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.

Failure of the Contractor to meet the 50 percent requirement may result in rejection of the bid or termination of the contract, at the Agency's discretion.

2-4 CONTRACT BONDS.

Add the following after the first paragraph:

Bonds shall be obtained from bonding companies with a Best's rating of no less than A:V.

In the fourth paragraph, delete the second sentence and substitute the following:

The Faithful Performance Bond will not be released and shall remain in full force until one (1) year after said date to provide bonding for the one (1) year guarantee period.

2-5 PLANS AND SPECIFICATIONS

2-5.2 Precedence of the Contract Document.

Delete the second sentence of the first paragraph and substitute the following:

The order of precedence, from highest to lowest, shall be as follows:

a) Permits issued by jurisdictional regulatory agencies.
b) Change Orders and Supplemental Agreements; whichever occurs last.
c) Contract/Agreement.
d) Addenda.
e) Bid/Proposal.

f) Technical Specifications; if included.
g) Special Provisions.
h) Plans.
i) Standard Plans.
j) Standard Specifications.
k) Reference Specifications.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers. Delete the subsection and substitute the following:

The Contractor shall be responsible for locating, protecting and maintaining bench marks, monuments, control points, and project engineering reference points. The Contractor shall re-establish disturbed or destroyed items at Contractor's expense.

2-9.2 Survey Services. Delete the subsection and substitute the following:

The Contractor shall provide and be responsible for the accuracy of any surveying needed for construction. The Contractor shall provide surveying where necessary to ensure accurate construction of the work. Contractor shall provide the Engineer with the results of the survey before proceeding. The Contractor shall provide construction staking as necessary to ensure proper construction. Said surveying and staking shall be performed by a land surveyor licensed to perform said work in the State of California and shall be at the Contractor's expense.

SECTION 3 – CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.2 Contract Unit Prices

3-2.2.1 General. Add the following after the second paragraph:

The Contract Unit Price for an item of work constructed in conformance with the Plans and Specifications shall be applicable to any location or roadway within the Work site.

Differences in the quantities of the items of work bid in the bid proposal from those actually constructed or performed are expected and shall not be construed as a substantial change in the character of the project. The Agency shall make the final determination of the quantities to be constructed.

The Agency may make changes to the work, or suspend the work; and add or delete the locations, type, and extent of indicated on the plans, and no matter how many changes, such changes or suspension are within the contemplation of the parties and will not be a basis for a compensable delay claim.

Delete the third paragraph in its entirety.

3-3 EXTRA WORK.

3-3.2 Payment.

3-3.2.2 Basis for Establishing Costs.

3-3.2.2.3 Tool and Equipment Rental. Delete the second paragraph and replace with the following:

The "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California, 95131, (408) 971-9000, shall be used to establish the current equipment rental rates. The basic hourly rental rate, using this publication, shall be the monthly rate divided by 176.

3-3.2.3 Markup.

3.3.2.3.1 Work by Contractor. Delete the subsection and substitute the following:

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor 30%
2) Materials 15%
3) Equipment Rental.....15%
4) Other Items and Expenditures.....15%

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

The markups specified above shall be considered as including, but not be limited to, the Contractor's labor costs for personnel not working directly on the "extra work", including the cost of any tools and equipment which they may use. Such costs shall not be reported a labor or equipment costs elsewhere except when they are actually used to physically construct the "extra work". Labor costs shall in the case be reported for the labor classification corresponding to the type and nature of "extra work" performed.

3-3.2.3.2 Work by Subcontractor. Delete the subsection and substitute the following:

When all or any part of the "extra work" is performed by a Subcontractor, the markup established in 3-3.2.3 (a) shall be applied to the Subcontractor's actual cost of such work. A markup of ten (10) percent on the first $5,000 of the subcontracted portion of the "extra work" and a markup of five (5) percent on work added in excess of $5,000 of the subcontracted portion of the "extra work" may be added by the Contractor.

The markups specified in Parts (a) and (b) above shall be considered as including, but not be limited to, the Subcontractor's labor costs for personnel not working directly on the "extra work", including the cost of any tools and equipment which they may use. Such costs shall not be reported a labor or equipment costs elsewhere except when they are actually used to

physically construct the "extra work". Labor costs shall in the case be reported for the labor classification corresponding to the type and nature of "extra work" performed.

SECTION 4 – CONTROL OF MATERIALS

4-1 Materials and Workmanship.

4-1.2 Protection of Work and Materials. Add the following:

The Contractor shall assume all risks and expenses, including the costs of any interferences, delays to its operations and the protection from, or the repair of, damage to improvements being constructed under the Contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground or other sources. However, the Contractor shall be entitled to an extension of time in accordance with the provisions of 6-6. The Contractor shall also assume full responsibility for, and the expense of, protecting or removing and returning to the site of the Work, all equipment or materials under its care endangered by any action of the elements.

Furthermore, the Contractor shall indemnify and hold the Agency harmless from all claims or suits for damages arising from its operations in dewatering the Work and the control of water.

4-1.3 Inspection Requirements.

4-1.3.2 Inspection by the Agency. Add the following:

The Contractor and the Engineer shall confer prior to the start of work and review the Contractor's schedule. The Engineer will designate those operations which will require continuous inspection by the Agency. Should the Contractor perform any operations requiring continuous inspection for more than eight (8) hours on any working day, or perform any work on a day other than a working day per 6-7.2, the Agency will deduct from any monies due to the Contractor in the amount of $96.00 per hour per Inspector for each hour or portion thereof that the Contractor performs such work. The Agency reserves the option to waive this stipulation if it is in its best interests.

4-1.6 Trade Names or Equals. Delete the last sentence of the second paragraph and substitute the following:

The Contractor shall submit data substantiating a request for a substitution of an "or equal" item ten (10) calendar days prior to the Bid Opening date.

SECTION 5 – UTILITIES

5-1 LOCATION. Delete the first and second paragraph and add the following:

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the

Contractor gives at least 48 hours' notice to the USA by calling 1-800-422-4133. The Contractor shall contact USA at least 48 hours before performing any excavation.
The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

1. Southern California Gas Company
   1919 South State College Boulevard
   Anaheim, CA 92806-6114
   Rick (Lenard) Upchurch, Office: (714) 634-3100
   lupshurch@semprautilities.com
   Dennis Curran, Office: (714) 634-7214
   dcurran@semprautilities.com

2. AT&T
   1265 N. Van Buren St., Room 180
   Anaheim, CA 92807-1624
   Valentina Gipson, Office: (714) 666-5667, Cell: (714) 264-7103
   vk3921@att.com

3. Southern California Edison
   14155 Bake Parkway
   Irvine, CA 92618-1818
   Aimee Foster, Office: (949) 587-5504, Cell: (949) 315-0391
   aimee.foster@sce.com
   Steve Werthmuller, Office: (949) 587-5404, Cell (949) 929-8833

4. Moulton Niguel Water District
   26161 Gordon Road
   Laguna Hills, CA 92653
   Matt Crowl, Office: (949) 425-3593, Cell: (949) 795-6759
   mcrowl@mnwd.com

5. Cox Communications
   3939 E. Coronado St., Room 2030
   Anaheim, CA 92610-2825
   Sina Muckenfuss, Office: (949) 546-2485
   sina.muckenfuss@cox.com

6. San Diego Gas and Electric
   662 Camino de los Mares
   San Clemente, CA 92673-2827
   Dolphus D'vante Davis, Office: (949) 369-4721, Cell: (949) 246-8511
   dddavis@semprautilities.com

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (949) 634-3258 at least two (2) working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of work. The Contractor shall coordinate with each utility company as to the extent or required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the Proposal Bid Sheet and no additional compensation will be allowed. Refer to Section 5 of the Special Provisions herein for other requirements.

No attempt has been made by the Agency to search all known substructure records in order to identify the location of utility substructures. Although the names and addresses of utility companies with suspected utilities in the location of work have been supplied, the Agency does not guarantee that all utilities are listed.

The Contractor shall notify all affected utility companies at least 48 hours in advance of excavating near or affecting any of their structures. When any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and shall include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

For the purposes of preparing a bid, the Contractor shall assume that every property parcel is served by each utility identified in the General Specifications. Prior to the start of work, the Contractor shall require the utility owners to locate, mark and provide an acceptable indication of the depth of the utilities which may be affected by the Contractor's operation.

Where applicable the Contractor shall determine the exact location of all existing utilities prior to commencing work. He agrees to be fully responsible for any and all damages which may be occasioned by his failure to exactly locate and preserve any and all underground utilities, whether shown on the site plans or not. In the event the Contractor encounters underground utilities not shown on the site plans, he shall verify the exact location of the utility and immediately notify the Inspector, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the Inspector as to the extent, if any, of delays or additional costs resulting from said conflict.

5-4 RELOCATION. Delete the fourth paragraph and substitute the following:

The alteration or temporary relocation of all service connections (including but not limited to: water irrigation water, sewer, natural or manufactured gas, underground and/or overhead telephone and electrical) to adjacent property shall be the responsibility of the Contractor. The

Contractor shall restore the service connections as soon as possible after any disruption in service. No attempt has been made to list all utility owners involved in this contract. The Contractor shall make all arrangements with the utility owners regarding such work. The cost for such work on service connections, shall be absorbed in the unit prices bid for the various contract items.

Service connections which do not interfere with any permanent works shall be maintained in place by Contractor.

5-6 COOPERATION. Add the following:

Contractor shall maintain access to park facilities located outside the project construction area at all times during project operations.

Full compensation for conforming to this article shall be considered as included in the various contract items of work involved, and no additional compensation will be allowed therefor.

SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-2.2 Work by Others Due to Unsatisfactory Work Prosecution.

If, as determined by the Engineer, the Contractor is not prosecuting the Work in a satisfactory manner or is not providing for public safety, traffic and protection of the Work, the Engineer will notify the Contractor of such unsatisfactory conditions and will indicate the date and time when corrective work must be completed. If the Contractor fails to comply, the Agency may elect to do the Work or have the Work performed by others and deduct the cost thereof from any monies due the Contractor. Such action will not relieve the Contractor from liability.

6-2.3 Saturday, Sunday, Holiday and Overtime Work.

No work shall be done on Saturdays, Sundays or holidays recognized by the Board Agency and no work shall be performed outside of normal working hours without prior approval of the Engineer, unless otherwise specified. In any event, all such work shall be subject to the prior approval of the Engineer. Prior to the start of such work, the Contractor shall arrange with the Engineer for the continuous or periodic inspection of Work and tests of material, when necessary. If such a request is made by the Contractor to work overtime, nights, Saturdays, Sundays or holidays, and such a request is granted, the Contractor shall bear all of the extra expense to the Agency for inspection, material testing, and other incidental expenses incurred by such overtime work. If the Contractor is requested, in the interests of the Agency, to work overtime by the Agency, or if overtime work is specifically required by the Specifications, all of the extra expense of inspection, material testing, and other incidental expenses will be paid by the Agency. Should the Contractor find it necessary in order to complete the Work according to is schedule to perform certain operations on Saturdays, Sundays, holidays or overtime, the costs of these operations shall be considered as being included in the Contract Price and shall not constitute a basis for additional payment.

The Agency reserves the right to direct the Contractor to perform work outside of normal working hours in order to avoid inconvenience to the public or to perform special operations that, in the judgment of the Agency, best serve the intent of the Contract Documents and the orderly prosecution of the Work. If the Agency elects to request work outside of normal working hours, the Contractor shall make all arrangements to supply an adequate work force for the task to be accomplished. The Agency will compensate the Contractor for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid, in accordance with 3-2.2.2. The Contractor shall submit copies of its payrolls to the Engineer indicating the premium portion of wages actually paid. The Agency will issue a change order to reimburse the Contractor for the Contractor's actual costs for the premium portion of the wages only.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.3 Payment for Delays. Replace with the following:

The Contractor may be compensated for damages incurred due to delays for which the Agency is responsible subject to the conditions and limitations below. Any such actual costs will be determined by the Engineer. The Agency will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer. The Agency will not be liable for Contractor overhead costs or for any expenses or costs incurred which are not directly attributable to this project.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection herewith.

The Contractor shall have no basis for a delay claim unless the event or occurrence delays completion of project beyond the contractual completion date.

The Contractor shall have no basis for a delay claim unless the delay is to a critical activity while the activity is on the critical path.

The Agency may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and Agency and will not be a basis for a compensable delay claim.

6-6.4 Written Notice and Report. Replace with the following:

If the Contractor desires payment (or payment and an extension of time) for a delay as specified in 6-6.3, it shall file with the Agency a written request and report of cause within five (5) days of event or occurrence giving rise to the delay claim and at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified shall constitute a waiver of all claims herewith.

If the Contractor desires only an extension of time, it shall file with the Agency a written request and report of cause within thirty (30) days after the beginning of the delay. The request for extension must also be made at least fifteen (15) days before the specified completion date.

Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Agency to consider such request.

A written request and report of cause by a Contractor seeking time or compensation, or both, for delays to the project must include documents supporting the delay claim, including but not limited to, evidence of all facts supporting the alleged claim and the current schedule showing impact of the event or occurrence on the critical path.

6-7 TIME OF COMPLETION.

6-7.1 General. Add the following:

The time for completion shall be as set forth in the Notice Inviting Sealed Bids.

6-7.2 Working Day.

The Contractor's overall activities shall be confined between the hours of 7am and 5pm.

Deviation from these hours will not be permitted without the prior consent of the Engineer and County Parks staff, except in emergencies involving immediate hazard to persons or property.

City holidays are as follows:

New Year's Day
Martin Luther King JR Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Thanksgiving Day After
Christmas Eve Day
Christmas Day
Day After Christmas
New Year's Eve Day

6-9 LIQUIDATED DAMAGES. Add the following:

In each of the two paragraphs above, substitute "$500" in place of "$250" as the amount of liquidated damages per each consecutive calendar day.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

7-1.1 General. Add the following:

A noise level limit of 86 D.B.A. at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR.

7-2.1 General. Add the following:

The Contractor, and all Subcontractors, Suppliers and Vendors shall comply with applicable Agency, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will

result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the jobsite for all equal employment opportunity compliance officers.

7-3 INSURANCE. Replace the entire Subsections with the following:

7-3.1 Insurance Requirements.

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The Contractor shall indemnify and save harmless the Agencies, City Council, groups, committees, guards, employees, servants, the County of Orange and/or any incorporated city from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability."

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid for various items of work.

A. <u>Minimum Scope of Insurance</u>.

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. <u>Minimum Limits of Insurance</u>.

Contractor shall maintain limits no less than:

1. General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

C. Deductibles and Self-Insured Retentions.

Any deductibles of self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain on the Agency supplied form, the following provisions:

1. General Liability and Automobile Liability Coverages.

a. Include the City of Laguna Niguel. "The insurer agrees that the City of Laguna Niguel and its City Council and/or all City Council appointed groups, committees, boards and any other City Council appointed body and/or elective and appointive officers, servants, employees, or consultants of the Agency, when acting as such, are additional insured hereunder for the acts of the insured, and such insurance shall be primary to any insurance of the Agency."

b. Indemnify and save harmless the City of Laguna Niguel against any and all claims or suits resulting from the undertaking specified in the contract known as Citywide Pavement Repair Project, Cash Contract No. 16-01. This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense.

c. Not be suspended, voided, canceled by either party, reduced in coverage or in limits or have a change in insurance company except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency. Any failure to comply with reporting provisions of the policy(ies) shall not affect coverage provided to the City of Laguna Niguel as enumerated in this endorsement.

d. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Laguna Niguel as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.

e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

The Insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees, volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits or have a change in insurance company except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with Best's rating of no less than A:V.

F. Verification of Coverage.

Contractor shall furnish the Agency with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the Agency. Where by statute the Agency's workers' compensation-related forms cannot be used equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the Agency within the time limits contained in the specifications. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Contractor agrees to protect, defend and indemnify the Agencies against loss, damage or expense by reason of any suit claims, demands, judgments and causes of action caused by the Contractor, his employees, agents or any subcontractor, or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 Contractor's Liability.

The Agencies, the Board or the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or any one employed by him; against all of which injuries or damages to persons and property the Contractor, having control over such work, must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or any time before its completion and final acceptance, and shall indemnify and save harmless the Agency, the Board and the Engineer from all suits or actions of every name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons, by the Contractor, his servants or agents, in the construction of the work or in consequence of any negligence in guarding the same, in improper materials used in its construction, by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Agency may be retained by the Agency until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at the time during the life of the Contract, the Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any monies due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

From time to time, during the period of this contract, the Agency may be served with claims, as a result of conduct by Contractor, which claims are for property damage or other damage in amounts of $500.00 or less. These claims may be resolved informally by Agency, within Agency's discretion, and charged back against Contractor by funds held in retention to meet these claims. The Agency will appoint a Claims Administrator who will act on behalf of the Agency and Contractor. The Administrator will recommend to Agency the resolution of any

claim. The Claim Administrator's recommendation for payment shall be paid by Contractor within thirty (30) days of the date of the recommendation. If Contractor fails to make payment to claimant within thirty (30) days of the Administrator's decision, the Agency may make payment to the claimant and withhold, as retention, sufficient funds to reimburse Agency upon completion of the contract. Prior to making his recommendation, the Administrator will obtain from Contractor all evidence relevant to the claim. Contractor will have ten (10) days from the date requested by the Administrator to submit any evidence in the defense of the claim. Failure to do so waives any objection by Contractor to payment of the claim if, after an independent investigation, it is the opinion of the Administrator to make payment of the claim.

7-4 WORKERS' COMPENSATION INSURANCE. Add the following:

Should evidence of the renewal or replacement of the policy not be filed with the Agency prior to the expiration or cancellation date, the Agency will stop all work on the Project and no further work shall be done until new insurance coverage has been obtained by the Contractor. Such stop order shall not be a cause for a time extension to the Contract duration.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Add the following:

Before the start of any work, the Contractor shall provide the Inspector with at least one (1) telephone number where the Contractor's Representative or alternate may be reached 24 hours a day.

7-7 COOPERATION AND COLLATERAL WORK. Add the following:

On storm drain, water line, and sewer line construction projects, the Contractor shall be responsible for the relocation, reconstruction, or modification of traffic control, police and fire signal installations, safety lighting, and street lighting. If no items of work are provided therefor, all costs for such work shall be considered as included in the prices bid for the various items of work provided the utilities are shown on the Plans.

When the Plans or Specifications indicate that a portion of all of the above work is to be performed by others, the Contractor shall notify the Engineer a sufficient amount of time in advance of construction to enable the Engineer to give the affected agency 72 hours notice to perform the work. This shall also apply to all other facilities of a similar nature which are located in public reconstructed, or modified to permit or facilitate the construction of the Project. Such relocation, reconstruction, or modification will be requested when, in the opinion of the Engineer, such work is necessary for construction of the Project. This work will be performed at no cost to the Contractor. However, relocation, reconstruction, or modification of the above-mentioned facilities performed for the convenience of the Contractor, or because of damage caused by the Contractor's operations, shall be at the Contractor's expense.

7-8 WORK SITE MAINTENANCE.

7-8.1 General. Delete the second paragraph and substitute the following:

The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably cleaned wherever construction, including restoration, is incomplete, and at the completion of all work.

7-8.4 Storage of Equipment and Materials

7-8.4.2 Storage in Public Street. Replace the entire Subsection with the following:

Construction materials not installed or used in construction at the end of each day shall not be stored in street, roads, or highways overnight unless otherwise specified in the Special Provisions or approved by the City Engineer or OC Parks staff. Construction equipment not installed or used in construction within 3 days after unloading shall not be stored in street, roads, or highways overnight unless otherwise specified in the Special Provisions or approved by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in street, roads, or highways overnight unless otherwise specified in the Special Provisions or approved by the Engineer. Immediately after placing backfill, all excess material shall be removed.

Off-site storage arrangements may be acceptable to the Agency. Such off-site storage arrangements shall be presented in writing to the Engineer at least 48 hours in advance of such storage, and shall afford adequate and satisfactory security and protection. Off-site storage facilities shall be accessible to the Engineer. The cost of such storage shall be paid for by the Contractor.

7-8.7 Drainage Control.

It is anticipated that storm, surface or other waters will be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly; and the Contractor submitting a bid assumes all said risk.

The Contractor shall conduct his operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set at least eight (8) hours. Water shall not be allowed to rise unequally against a wall for a period of 28 days. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. Dewatering shall be accomplished by well points or some other method which will insure a dry

hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the requirements of the State Regional Water Quality Control Board, the National Pollution Discharge Elimination System, the Porter-Cologne Water Quality Control Act of 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3. Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. Add the following after the second paragraph:

The Contractor shall be responsible for the following:

1. Protect existing buildings, paving, landscaping, and other services or facilities on-site and adjacent to the site from damage caused by site work operations and access to the site. Cost of repair and restoration of damaged items shall be at the Contractor's expense.

1. Protect and maintain streetlights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal. Provide for temporary relocation when required to maintain facilities and services in operation during construction work.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Access.

7-10.1.1 General. The Contractor's operations shall cause no unnecessary inconvenience to the public or businesses in the vicinity of the Work. The Contractor shall have no greater length of quantity of Work under construction than can be properly prosecuted with a minimum of inconvenience to the public and other contractors engaged in adjacent or related work.

The Contractor shall provide continuous and unobstructed access to the adjacent properties unless otherwise specified in the Special Provisions or approved by Engineer.

7-10.1.1.1 Vehicular Access.

Vehicular access shall be maintained to the property line except when necessary construction precludes such access.

7-15 PAYROLL RECORDS.

Certified Payroll Records for the Contractor and Subcontractors shall be submitted to the Agency and County of Orange on approved forms by the tenth (10^{th}) day of each month. Progress payments may be withheld pending receipt of any outstanding records. The Agency may

conduct interviews with workers to verify compliance with applicable labor laws and wage requirements, suspected irregularities and discrepancies will be reported to the appropriate labor compliance agencies for review and enforcement.

SECTION 9 – MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.2 Partial and Final Payment. Add the following after the second paragraph:

Progress payments may be withheld pending receipt of certified payrolls or periodic construction schedules and for other reasons as noted in the General Specifications. Prior to releasing a progress payment, the Agency may require the Contractor to provide Subcontractor releases indicating that the Contractor has paid the Subcontractors for completed work, for which the Contractor has been paid. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

9-3.3 Delivered Materials. Replace with the following:

Materials and equipment delivered but not incorporated into the work shall not be included in the estimate for progress payment.

WATER QUALITY MAINTENANCE PROCEDURES

The Santa Ana and San Diego Regional Water Quality Control Boards have issued permits which govern storm water and non-storm water discharges resulting from municipal activities performed within Orange County. The RWQCB Permits are National Pollutant Discharge Elimination System (NPDES) Permits No. CAS618030, and CAS0108740 respectively. Copies of the RWQCB Permits are available for review from the County of Orange Public Facilities and Resources Department.

The County of Orange has developed a Drainage Area Management Plan (DAMP) to be compliant with Permit requirements, and a Municipal Activities Procedures Manual has been developed to assist cities and their agents with meeting DAMP requirements. Specifically, the Municipal Activities Procedures Manual contains Model Maintenance Procedures with Best Management Practices (BMPs) that parties conducting municipal activities must adhere to. These Model Maintenance Procedures apply to any party conducting municipal activities, and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

Work performed under this contract shall conform to the Permits, the DAMP, and the Model Maintenance Procedures, and must be performed as described within all applicable Model Maintenance Procedures. The Contractor shall be fully understanding of the Model Maintenance Procedures throughout the contract duration. The applicable Model Maintenance Procedures are included as Appendix I of this contract.

Evaluation of activities subject to DAMP requirements performed under this contract will be conducted by the City to verify compliance with DAMP requirements, and will be required through Contractor self-evaluation as determined by the City.

PART 2 – CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General.

Delete the first paragraph and replace with the following:

Materials for use as untreated base or subbase shall be classified as Crushed Aggregate Base per Section 200-2.2.

SECTION 201 – CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1 Requirements.

201-1.1.1 General. Delete the last sentence in the first paragraph and replace with the following:

Concrete shall be specified by Class only.

201-1.1.2 Concrete Specified by Class and Alternate Class. Delete the last paragraph and add the following:

The concrete Class shall be 560-C-3250 with a maximum 4-inch slump. Use "B" aggregate gradation when placing conditions permit.

201-1.2 Materials.

201-1.2.1 Portland Cement. Add the following:

1. Cement shall be Type V.

201-1.4 Mixing.

201-1.4.3 Transit Mixers. Add the following:

Mixes:

a. Provide ASTM C94 ready-mixed concrete. Batch mixing at the jobsite is not acceptable.

    1. Strength: 3,250 psi minimum at 28 days

    2. Slump Range: 2" to 4" maximum

b. Provide an approved water-reducing admixture in all concrete.

c. Provide an air-entraining admixture in all concrete. Air content 5% to 7%.

d. Indicate water added to mix at jobsite on each delivery ticket. Show quantity of water added. Site water tempered mixes exceeding specified slump range will be rejected as not complying with specifications requirements.

SECTION 211 – MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density. Replace with the following:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 3 of ASTM D1557.

211-1.2 Field Density. Add the following paragraph:

Field density tests will be made by the City's Soils Engineer during the course of construction at the expense of the City. If field density tests indicate that any portion of the compacted subgrade, aggregate base or asphalt pavement has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed as necessary at the expense of the Contractor.

PART 3 – CONSTRUCTION METHODS

A. Pickleball Courts Construction Specifications

The contractor will construct the Pickleball courts in accordance to the project plan, specifications, detail sheets; as well as the standards of the United States of America Pickleball Association (USAPA). All proprietary products specified in this contract may be substituted by products equal or superior in quality if approved by City. The substitutions may be submitted to the City 10 days prior to the bid opening date and the City will respond in writing five days before the bids are due. Late submittals will be rejected. Project details sheets provide information on project components.

All items listed for this project will be provided and installed by the contractor. The cost to construct the four pickleball courts, inclusive of surveying, grubbing, demolition, grading, utility relocation, concrete paths/sidewalks and viewing area, irrigation line work, electrical and lighting, water supply, fencing and gates, nets and posts, color coating system, park benches, shade structures, monument plaque, erosion and sediment control, turf area aeration, and wind screens will be in the bid items for the project. Any requirements herein, not identified specifically on the bid sheet as in surveying and water pollution prevention, will be included in the lump sum bid item number one.

1. All bidders shall indicate experience in constructing pickleball and/or tennis courts to demonstrate familiarity in constructing pickleball/tennis courts. At least three references will be provided for work in Southern California. The Contractor will obtain a no-fee permit from the County of Orange to stage and work at the Regional Park. The Contractor will obtain insurance and show the City as well as the County of Orange as additionally insured.
2. The contractor will obtain a copy of the "License Agreement" between the City and County of Orange for construction of the Pickleball courts and abide by its requirements. Contractor will coordinate work with County OC Parks staff and work cooperatively with other County contractors near the project location.
3. Work/staging/equipment area will be secured by temporary fencing for safety of the public. Create a photo/video-log of the existing conditions prior to the start of construction.
4. Contractor will provide surveying and staking for the project – Utilize existing elevation points from County as-built drawings as shown on the plan and provide the City with cut sheets.
5. Identify/protect existing utilities – Work with County staff to identify site irrigation and electrical lines. Identify/re-route irrigation system in cooperation with OC Parks staff. Identify and utilize a water source for grading or utilize a water tank for the project.
6. Remove and legally dispose of trees (if any) and roots.
7. Remove and legally dispose of existing turf/roots/dirt/excavated material.

8. Remove and relocate existing salvageable amenities within and near the project area, i.e. the existing barbeque, at the direction of County.
9. Excavate the court footprint area by removing sixteen inches of soil, compact the subbase to 90% relative compaction. A geo-technician will verify the relative compaction.
10. Place and compact 6-inches of crushed rock to 95% of relative compaction. A geo-technician will verify the relative compaction. Place sand and concrete with re-bars as shown on the detail sheets. Allow 28 days for curing of the court concrete.
11. Proper soil erosion silt fencing, water quality measures, and drainage for the area and courts will be maintained.
12. Identify a water source near the County Maintenance building and run a half inch PVC water pipe for a hose bib for the courts as shown on the plans.
13. Identify the power source at the County Maintenance buildings, and run a two inch conduit to the electric source as shown on the plans. Install poles and aim lights as identified in these specifications, Pull wiring and maintain two separate electrical circuits with timers and switches to light the courts. Each circuit and timer will control lighting for two courts.
14. Place sleeves for court nets and permanent fencing posts
15. The perimeter fence posts will be separate from the playing court concrete slab.
16. Pour concrete in compliance with project specifications/details, medium broom finish, with vapor barriers.
17. Surface the court with lines/nets per specifications shown below.
18. Construct six (6) and four (4) foot wide concrete pathways (including a rest area) to the existing parking/bathrooms from the new courts.
19. Erect perimeter (combination of 12', 6', and 4' high with green screens) chainlink fencing as well as 6' and 4' interior fencing. Four gates are included to allow access into the courts.
20. Provide and install in the viewing area two (2) park benches, model CXB, treated pine, 6 feet, from Pilot Rock products.
21. Provide and install in the viewing area two (2) shade structures, Sandton, 8' X 12', from USA Shade.
22. Within the project grading envelope, provide perimeter erosion and sediment control to the satisfaction of City and County inspectors to ensure no soil or debris leave the project location.
23. Provide and install a pickleball dedication plaque on a single pole. It will be a custom Cast Aluminum with bas-relief artwork and custom lettering, Historical Marker, by Lake Shore Industries. It will be 38" high by 30" wide. Exact location, near the courts, and the wording will be determined.
24. Aerate 16,000 SF of turf area near the new courts as depicted on the plan sheet to allow for run-off infiltration.
25. Clean up the project and staging areas upon completion to the satisfaction of City and County inspectors.

B. Court Layout and Specifications

The lines and areas of the Pickleball courts shall be:

1. Baselines. The baselines are the lines parallel to the net at each end of the court.

2. Sidelines. The sidelines are the lines perpendicular to the net on each side of the court.

3. Non-Volley Line. The non-volley line is the line on each side of the net between the sidelines and parallel to the net. These lines are located 7 feet from the net.

4. Centerlines. The centerline is the line on each side of the net bisecting the area between the non-volley line and the baseline.

Net Specifications

1. Material. As specified by USAPA.

2. Net Size. The net length shall be 20 feet extending from one sideline to the other. The net width shall be 2 feet.

3. Mesh Size. The net's mesh size must be sufficiently small to prevent a ball from passing through it.

4. Height. The net shall be suspended over the center of the court and shall be 36 inches high at the sidelines and 34 inches high at the center of the court.

5. Center Strap. A center strap will be placed at the center of the net to enable easy adjustment to the 34 inch requirement at center.

6. Net Edge. The top of the net shall be edged with a 2 inch white binding over a cord or cable running through the binding. This binding must rest upon the cord or cable.

7. Posts. Net posts shall be placed outside the sidelines, 12 inches from the sideline.

C. Surveying, Clearing/Grubbing, Grading, and Excavation

The contractor will survey the project location based on the available County data and establish the general datum where the new courts will be constructed. The finished surface of the courts will be three inches above the surrounding area. The courts will drain at about one percent as shown on the plan. The contractor shall provide survey cut sheets, establish finish surface elevations, and receive City approval prior to grading.

D. Pickleball Court Structural Section

The attached drawings and notes show the details for construction of the courts, fencing, and net post placement.

E. Lighting System

The contractor shall acquire, supply, and install "RLLD Club & Tournament Single Court Lighting Package" in keeping with the manufacturer specifications. This lighting fixture package includes eight poles, brackets, fixtures, mounting hardware and lamps to illuminate the four Pickleball courts. Its components shall include:

· Eight 4" round straight steel 20 foot green poles

· Eight 1000 watt Metal Halide, Type IV Forward Throw fixtures with lamps

· Eight single Davit style mounting brackets

· Multi tap ballasts (120, 208, 240, 277) Standard

· Mounting hardware, and base covers

The contractor shall provide shop drawings for the electrical conduits, circuits, and wiring. The lights will be controlled by timers and switches and they will be inside locked cages for protection.

F. Chainlink Fencing

Information is shown on the plan and attached detail sheets.

G. Court Surface Color Coating System

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Concrete pickleball court surface color coating system.

1.2 RELATED REQUIREMENTS

Section 03300 (03 30 00) – Cast-in-Place Concrete.

1.3 REFERENCE STANDARDS

A. American Sports Builders Association (ASBA).

B. United States of America Pickleball Association (USAPA) Rules of Pickleball.

1.4 SUBMITTALS

A. Comply with Section 01330 (01 33 00) – Submittal Procedures.

B. Product Data: Submit manufacturer's product data, including surface and crack preparation and application instructions.

C. Samples: Submit manufacturer's color samples of color coating.

D. Test Reports:
   1. Submit independent test results for solar reflectance index.
   2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
   3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.

E. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.

F. Manufacturer's Project References: Submit manufacturer's list of successfully completed concrete pickleball court surface color coating system projects, including project name, location, and date of application.

G. Applicator's Project References: Submit applicator's list of successfully completed concrete pickleball court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.

H. Warranty Documentation: Submit manufacturer's standard warranty.

1.5 QUALITY ASSURANCE

A. Manufacturer's Qualifications:
   1. Manufacturer regularly engaged, for past 5 years, in manufacture of concrete pickleball court surface color coating systems of similar type to that specified.
   2. United States owned company.
   3. Member: ASBA.

B. Applicator's Qualifications:
   1. Applicator regularly engaged, for past 3 years, in application of pickleball court surface color coating systems of similar type to that specified.
   2. Employ persons trained for application of pickleball court surface color coating systems.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
B. Storage and Handling Requirements:
   1. Store and handle materials in accordance with manufacturer's instructions.
   2. Keep materials in manufacturer's original, unopened containers and packaging until application.
   3. Store materials in clean, dry area indoors.
   4. Store materials out of direct sunlight.
   5. Keep materials from freezing.
   6. Protect materials during storage, handling, and application to prevent contamination or damage.
   7. Close containers when not in use.

1.7 AMBIENT CONDITIONS

A. Do not apply concrete pickleball court surface color coating system when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.

B. Do not apply concrete pickleball court surface color coating system when rain is expected during application or within 24 hours after application.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870. Toll Free 800-326-1994. Fax 877-825-9226. Website www.sportmaster.net. E-mail info@sportmaster.net.

2.2 MATERIALS

A. Concrete Pickleball Court Surface Color Coating System: SportMaster Color Coating System.
B. Crack Sealant: SportMaster "Crack Magic".
   1. 100 percent acrylic emulsion elastomeric crack sealant.
   2. Seals cracks and expansion joints up to 1/2 inch wide in concrete pavement.

3. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
4. Non-Volatile Material: 61 percent, plus or minus 5 percent.
5. Color: Neutral.

C. Crack Filler: SportMaster "Acrylic Crack Patch".
1. 100 percent acrylic emulsion trowel-grade crack filler.
2. Fills cracks in concrete pavement up to 1 inch wide.
3. Chemical Characteristics, by Weight, Minimum:
   a. Acrylic Emulsion: 10.0 percent.
   b. Hiding Pigment: 0.2 percent.
   c. Mineral Inert Fillers: 78.0 percent.
   d. Film Formers, Additives: 1.8 percent.
   e. Water: 8.5 percent.
4. Weight per Gallon at 77 Degrees F: 15.2 lbs., plus or minus 1.0 lbs.
5. Non-Volatile Material: 80 percent, plus or minus 5 percent.
6. Color: Neutral.

D. Patch Binder: SportMaster "Acrylic Patch Binder".
1. 100 percent acrylic emulsion liquid binder.
2. Mix on-site with sand and cement.
3. Levels and repairs low spots and depressions up to 3/4 inch deep in concrete pavement.
4. Fills Cracks in concrete up to 1" in width.

5. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.

E. Adhesion Promoter: SportMaster "Acrylic Adhesion Promoter".
1. Acrylic emulsion primer.
2. Primes concrete surface and promotes adhesion of color coating system materials.
3. Weight per Gallon at 77 Degrees F: 8.7 lbs., plus or minus 0.5 lbs.

F. Filler Course: SportMaster "Acrylic Resurfacer".
1. 100 percent acrylic emulsion resurfacer.
2. Mix on-site with silica sand.
3. Apply to adhesion promoter or previously colored acrylic surfaces in preparation of color coating system.
4. Chemical Characteristics, by Weight, Minimum:
   a. Acrylic Emulsion: 44.0 percent.
   b. Hiding Pigment: 2.0 percent.
   c. Mineral Inert Fillers: 5.0 percent.
   d. Film Formers, Additives: 0.2 percent.
   e. Water: 45.0 percent.
5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
7. Color: Neutral.

G. Color Coating: SportMaster "ColorPlus System".
1. 100 percent acrylic emulsion coating.
2. Mix on-site with silica sand and water.
3. Color coats pickleball courts.

4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.
5. Color: combination of dark green (playing area) and red (outside areas).

H. Line Markings Primer: SportMaster "Stripe-Rite".
1. 100 percent acrylic emulsion primer, clear drying.
2. Primes line markings and prevents bleed-under for sharp lines.
3. Chemical Characteristics, by Weight, Nominal:
   a. Acrylic Emulsion: 38.0 percent.
   b. Hiding Pigment: 0.0 percent.
   c. Mineral Inert Fillers: 7.0 percent.
   d. Film Formers, Additives: 1.5 percent.
   e. Water: 50.0 percent.
4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
5. Non-Volatile Material: 29 percent, plus or minus 5 percent.

I. Line Paint: SportMaster "Textured Line Paint".
1. Pigmented, 100 percent acrylic emulsion line paint.
2. Line marking on concrete pickleball courts.
3. Chemical Characteristics, by Weight, Nominal:
   a. Acrylic Emulsion: 25.89 percent.
   b. Pigment: 14.90 percent.
   c. Mineral Inert Fillers: 13.12 percent.
   d. Additives: 4.73 percent.
   e. Water: 41.36 percent.
4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
6. Color: White.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine concrete pickleball court surfaces to receive color coating system.
B. Verify:
1. Suitable vapor barrier beneath concrete slab.
2. Perimeter drainage to prevent moisture accumulation beneath concrete surface.
3. Curing compounds have not been used on concrete surface.
4. Concrete pickleball courts meet ASBA requirements.
C. Notify Engineer of conditions that would adversely affect application or subsequent use.

D. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 SURFACE PREPARATION

A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with concrete pickleball court surface color coating system.

B. Prepare surfaces in accordance with manufacturer's instructions.

C. New Concrete:
   1. Cure new concrete surfaces a minimum of 28 days before application of concrete pickleball court surface color coating system.
   2. Provide medium broom finish or similar roughened texture.
   3. Do not steel trowel finish.
   4. Acid etch surface per manufacturers specifications, then rinse thoroughly.

D. Not used.

E. Remove dirt, dust, debris, oil, grease, sealers, curing compounds, vegetation, loose coatings, loose materials, and other surface contaminants which could adversely affect application of concrete pickleball court surface color coating system. Pressure wash entire surface.

F. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of color coating.

G. Repair spalled areas and level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.

H. Apply adhesion promoter over entire concrete surface in accordance with manufacturer's instructions.

I. Apply one coat of filler course to provide smooth underlayment for application of color coating.

J. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.3 APPLICATION

A. Apply concrete pickleball court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.

B. Mix materials in accordance with manufacturer's instructions.

C. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.

D. Filler Course:
   1. Apply 1 coat on new concrete or existing acrylic surfaces with minimal repairs.

2. Apply 2 coats on existing acrylic surfaces with extensive cracks or low spot repair.

E. Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.

F. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

3.4 LINE MARKINGS

A. Lay out pickleball court line markings in accordance with USAPA Rules of Pickleball.

B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and pickleball court surface to prevent bleed-under when line paint is applied.

C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

3.5 PROTECTION

A. Allow a minimum of 24 hours curing time before opening pickleball courts for play.

B. Protect applied concrete pickleball court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

Project detail sheets are attached.

FINAL CLOSEOUT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS FINAL CLOSEOUT AGREEMENT AND RELEASE OF ALL CLAIMS is made as of the ___ day of_____ LLLL, by and between the City of Laguna Niguel hereinafter referred to as "Agency"; and _____, hereinafter referred to as "Contractor".

R E C I T A L S:

1. Contractor and Agency entered into a Contract on or about __ day of _____ 2016 pursuant to which Contractor was to construct the _____ (BBBB), (hereinafter referred to as "Contract No. NNNN").

2. _____ change orders to Contract No. NNNN were issued by Agency to Contractor.

3. The total amount to be paid by Agency to Contractor pursuant to the Contract and the ___ change orders is $_____.

4. Contractor and Agency desire to enter into this "Final Closeout Agreement and Release of All Claims" (hereinafter referred to as the "Agreement and Release") to provide for the completion of the Contract, the payment of all unpaid funds and the resolution of any and all outstanding claims.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The Contractor, for and in consideration of the payment of $_____ and the release by Agency of claims against Contractor, does hereby for itself and for each of its owners, partners, successors and assigns, release, acquit and forever discharge the Agency, and each of its officers, employees, agents, servants, consultants, successors and assigns, from any and all claims, demands, debts, obligations, liabilities, actions, damages, losses, costs, and expenses including attorney's fees and other litigation costs, known or unknown, suspected or unsuspected, which have been or might be asserted against Agency relative to or arising out of the following:

   a. The performance of the terms and conditions of Contract No. NNNN to construct the AAAA.

   b. Change Order Nos. 1 through ___, inclusive, to the Contract No. NNNN, as approved by Agency and Contractor;

c. The claims for extension of time to complete the work required by Contract No. NNNN;

d. Claims, known or unknown, of subcontractors of Contractor relating to the Contract No. NNNN and Change Order Nos. 1 through___, inclusive.

Excepted from this Agreement and Release is the payment by Agency of the retained cash in the amount of $_____ and the release of bonds to guarantee labor and materials payment and faithful performance.

2. The Agency, for and in consideration of the Contractor's completion of work required by Contract No. NNNN and Contractor's release of claims against the Agency, does hereby for itself and for each of its assigns and successors, release, acquit and forever discharge Contractor, and each of its officers, employees, agents, servants, consultants, successors and assigns, from any and all claims, demands, debts, obligations, liabilities, actions, damages, losses, costs, and expenses including attorney's fees and other litigation costs, known or unknown, suspected or unsuspected, which have been or might be asserted against Contractor relative to or arising out of the following:

a. Contract No. NNNN;

Change Order Nos. 1 through ___, inclusive, to the Contract No. NNNN, as approved by Agency and Contractor; and

Excepted from this Agreement and Release is the completion by Contractor of all work required by Contract No. NNNN and the warranties required by the Contract as specified in paragraph 13 herein.

3. Nothing contained in this Agreement and Release shall release, waive, discharge or alter the rights, privileges and powers of the Agency or the duties, liabilities and obligations of the Contractor and its surety with respect to the work required by Contract No. NNNN.

4. All work required by Contract No. NNNN shall be completed to acceptable standards and tolerances as is required by Contract No. NNNN.

5. Upon execution of this Agreement and Release, the Agency agrees to immediately file and record a Notice of Completion with the County Recorder's Office to begin the statutory lien and stop notice period. The Agency agrees that the execution of this Agreement and Release commences the running time of any warranty or guarantee periods specified in the Contract.

6. The Agency and Contractor agree that the Contractor is not liable for any damages, including liquidated damages, for delay or for failure to complete the work specified in Contract No. NNNN within the working days and time extensions allowed under Contract No. NNNN.

7. The presently retained amount of $_____ is five percent (5%) of the total adjusted contract price of $_____ for Contract No. NNNN. Said retention monies shall be released to the Contractor pursuant to State lien and stop notice law at the expiration of the lien/stop notice period of thirty-five (35) calendar days after recordation of the Notice of Completion by the County Recorder's Office.

8. Contractor and Agency agree that the total adjusted contract price and time of performance for Contract No. NNNN is as follows:

ORIGINAL CONTRACT PRICE	$_____
TOTAL CHANGE ORDER NOS. 1 THROUGH ___	$_____
FINAL ADJUSTED CONTRACT PRICE	$_____

The final completion date of the work required by Contract No. _____ is _____ day of LLLL.

9. It is understood and agreed by the parties hereto that the facts with respect to which the foregoing release is given may hereafter turn out to be other than or different from the facts now known to be or believed by said parties to be true, and the parties hereto expressly assume the risk of the facts turning out to be different than they now so appear, and agree that the foregoing release shall be, in all respects, effective and not subject to termination or rescission by and such difference in facts.

10. The parties hereby expressly waive any and all rights the parties have or may have under California Civil Code Section 1542, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

11. It is understood and agreed by the parties that this settlement is a compromise of doubtful and disputed claims, and that the releases made by the Contractor and Agency herein are not to be construed as an admission or admissions of liability on the part of either party and that the parties deny liability thereof and intend merely to avoid litigation and to buy their peace.

The parties agree that they will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the other party based on, arising out of, or in any way connected with the claims released by this Agreement and Release.

12. The Contractor hereby releases and agrees to indemnify the Agency for all claims of its subcontractors and suppliers, including those for delay and impact costs resulting from the delays in the completion of the project.

13. The terms of this Agreement and Release do not excuse the Contractor from the provisions of Contract No. NNNN, which provide for certain warranties and guarantees of the work required to be performed pursuant to Contract No. NNNN. Contractor shall repair and replace any and all improvements that are damaged or fail and shall maintain the original Faithful Performance Bond in full force and effect for the entire warranty period.

14. The Contractor represents and warrants to the Agency that the Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, demands, debts, obligations, liabilities, actions, damages, losses, costs, expenses and warranties that are the subject of this Agreement and the Contractor agrees to indemnify and hold harmless the Agency against, without limitation, any and all rights, claims, demands, debts, obligations, liabilities, actions, damages, losses, costs, expenses, warranties and other claims, including attorneys' fees, arising out of or connected with any such assignment or transfer or purported assignment or transfer.

15. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement and Release, and that they understand and voluntarily consent and agree to each and every provision contained herein.

16. The parties declare and represent that no promise, inducement or agreement, not herein expressed, has been made to the parties and that this Agreement and Release contains the entire agreement among the parties hereto. Any modification or amendment to this Agreement and Release will be effective only if it is in writing and signed by all parties to this Agreement and Release.

17. The persons executing this Agreement and Release represent and warrant that the execution and performance of the terms of this Agreement and Release have been duly authorized by all requisite corporate, partnership, individual, or other entity requirements and that said persons have the right, power, legal capacity and authority to execution and enter into this Agreement and Release.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"AGENCY"

CITY OF LAGUNA NIGUEL

By: _____

Title: _____

ATTEST:

_____
Eileen Gomez
City Clerk

APPROVED AS TO FORM BY THE CITY ATTORNEY FOR THE CITY OF LAGUNA NIGUEL, CALIFORNIA

_____
Terry E. Dixon, Esq.
City Attorney

"CONTRACTOR"

_____

a _____ corporation

By: _____

Title: _____

By: _____

Title: _____

[Signatures of corporate officials must be notarized.]

APPENDIX I

PROJECT PLAN & DETAILS

Change of Use Vote:
A Play For The Future

- Get the Facts
- Understand the Impact
- Make an Informed Decision

Core Purpose:

"To create, protect and promote an active adult lifestyle community with resort style amenities and to enhance the community's value."

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Why are we here?

- Get the facts on the Change of Use plan.
- Why are we considering this?
- What is included and what does it look like?
- Who pays for it?

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

Two previous pickleball Change of Use proposals were rejected due to **LOCATION**, not because our homeowners did not want pickleball.

Homeowner Driven

- The Board asked Trish Huff, General Manager, to develop an amenity survey for homeowners.
- 1690 surveys were completed with a response rate of 42% of all homeowners.
- Trish established an Amenity Task Force consisting of members from a majority of the committees.
- The purpose of the Task Force is to solve issues as identified in the homeowner survey.

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

The board asked Trish Huff to design a survey to get homeowner input on the amenities they'd like to see in their community.
This proposed solution has been homeowner driven from the start; the survey indicated Pickleball as the top priority and increased parking in Oakwood as the second priority.
The homeowner survey had a 42% response rate with 1690 surveys being completed.
Trish Huff established an Amenity Task Force comprised of no more than three members from homeowner committees.
Members of the task force are from: Master Planning, Buildings and Grounds, Communications, Finance and Risk Management.

The purpose of the now named Amenity Advisory Group is to develop plans to meet the amenity needs of IronOaks as prioritized in the homeowner Amenity Survey.



PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

The goal of the survey was to determine which amenities the community felt of value to research future development. From this survey, the Amenity Task Force was formed to assist the Board in creating a comprehensive proposal promoting our core purpose." The results of the survey were:

1. Adding Pickleball in the community - 40.85% indicated this was Important to them; 31.72% indicated Nice but not critical; 27.43% not important
2. Improvements to the parking lot to allow more vehicles and golf carts – 30.66% important to me; 44.57 nice but not critical; 24.77% not important
3. Conversion of current 4 clay courts to 8 Pickleball courts – 38.26% important to me; 27.18 nice but not critical; 34.56% not important
4. Utilize space from clay courts to create combo of Pickleball courts and expanded fitness facilities – 34.85% important to me; 31.97% nice but not critical; 33.19% not important
5. Improvements to the fitness center – 30.19% important to me; 40.47 nice but not critical; 29.34% not important
6. Improve Ironwood Grill – 18.19% important to me; 44.29% nice but not critical; 37.52% not important
7. Addition of new park – 17.40% important to me; 45.10% nice but not critical; 37.50% not important
8. Expansion of non-fitness activities for things such as more room for cards and games – 15.05% important to me; 44.41% nice but not critical; 40.54% not important

THE LAST THREE DEALT WITH CLAY COURT CONVERSIONS.

9. Eliminate clay courts for expansion of fitness – 15.04% important to me; 32.27% nice but not important to me; 52.69% not important
10. Restore clay courts to hard courts – 6.56% important to me; 21.83 nice but not important; 71.61% not important
11. Restore clay courts to new clay surface – 4.25% important to me; 20.06% nice but not important; 75.69% not important

Actually, Pickleball was in the top three out of the top four priorities on the survey.

The Top Priorities

1. PICKLEBALL
2. PARKING



PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

Now that we have laid the foundation, let's take a look at the main components.

"F.A.C.E" the Facts

- USA Pickleball Association (USAPA) tracks over 2,815,000 Pickleball players in US.*
- Robson communities report on average 30% of their homeowners play or are Pickleball members.
- The cost of the project is within the parameters of the F.A.C.E fund criteria.

* Source for all stats: 2017: https://www.usapa.org/pickleball-fact-sheet/

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

Time and time again, many homeowners for Pickleball courts due to the increasing Pickleball club members and players.

Our existing two Pickleball courts are not sufficient to accommodate the number of Pickleball members in our community and definitely not sufficient to entice prospective homeowners.

Finally, we need to all work together for the benefit of our community and solve the issues once and for all.

Pickleball

- Replace clay courts (12 & 14) with parking.
- Convert clay courts (11 & 13) to 8 ***sunken*** Pickleball courts.
- The new courts will be 5 feet below grade with an 8 foot sound abatement wall. The wall will be running North and South. Two side walls are 5ft down and 3.5ft above grade.

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

Clay courts are in disrepair and would cost over $400, 000 to replace.
Initially, we believed the clay courts could be repaired. After closer inspection, they would have to be completely refurbished.
Pickleball courts would be 5 ft. below grade and an 8 ft abatement wall (13ft. total).
Pickleball players feel this could accommodate up to 600 players.

Considerations & Understandings:
• Clay courts are in disrepair. Initially we believed the courts could be repaired. After closer inspection, the current courts would need to be excavated and replaced.
• Parking improved.
• Sound abatement managed.
• Pickleball may outgrow the area.
• No allowance for future expansion within this specific area.
• Proposal does not include a park.

With all options carefully considered, it was determined the best option would be …

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Pickleball Courts and Parking - Current

- Courts 12 & 14

proposed Parking area 1 of 2

- Courts 11 & 13

proposed Pickleball



PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Parking Lots 1 & 2 Locations



PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

"These parking elements, while not the only parking upgrades Risk Management has pursued, are critical to our well-being as an active adult community going forward. Not only will they make it possible to maximize access and usage of our amenities in the area, they will improve homeowners safety significantly."
- Chuck Sloan, Risk Management Committee

Net increase of 88 parking spaces (65 for cars; 23 for golf carts). Currently, there are 411 parking spaces.

To restore the current clay courts, it could cost in excess of $400,000

Rendering



PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

Two side walls are 5’ down and 3.5’ above grade.

General Acrylics Courts	$232,889
General Acrylics Sound Wall	$120,000
Pinnacle Demolition	$36,900
Pinnacle Grading & Excavating	$80,500
Cabanas	$11,000
Pickleball Sub Total	***$481,289***
Pinnacle Parking Area Grading	$43,990
Pinnacle Curbing	$33,500
Pinnacle Asphalt Paving	$92,950
Parking Sub Total	***$170,440***

Engineering	$41,700
Plumbing	$2,000
Electricity	$60,000
Permits	$4,000
Fountain	$8,000
Landscaping	$12,000
Project Management	$16,250
Other Costs Sub Total	***$143,950***

Total Estimated Cost: $795,679

Additional Rendering View



PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Court Access

- Adding stadium seating



(Not actual rendering)

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Verti-Crete Commercial Sound Walls





Sample of Verti-Crete Walls

- "Effective sound walls have you covered with their high-grade polyurethane."*
- The only walls our contractor recommends

* Source: http://verti-crete.com/products/sound-walls/

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

How does IronOaks pay for these top priorities so we can all enjoy them **NOW**?

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

F.A.C.E. Funds



Current balance:
$1,207,817
as of 6/30/18

=

The entire proposal will be paid for ***NOW*** by using ***current*** F.A.C.E funds.

- Future homeowners contribute funds at closing.
- Current homeowners enjoy benefits now.

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

IronOaks averages no less than 200 home sales a year which currently contribute $1,950 per home to the F.A.C.E Fund, providing at least $390,000 per year for new/enhanced amenities.

Historically, the number of homes sold is:
- 2013: 243
- 2014: 209
- 2015: 243
- 2016: 277
- 2017: 279
- 2018 - YTD: 170 (as of 6/30/18)

(source: Benchmark Report by Master Planning)

Committee Chairs are Saying:

"The F.A.C.E. Fund is the appropriate funding vehicle for the Change of Use converting the clay courts to pickleball and expansion of parking. This project meets the F.A.C.E. Fund definition, parameters, and limitations as required by the governing documents of the Sun Lakes Homeowner's Association #3. The Finance Committee strongly supports the expansion as outlined in this Change of Use with utilization of the F.A.C.E. Fund assets as the funding mechanism - especially in light of the fact this will have no financial impact to our existing homeowners." -**Ann Burbank, Chair - Finance Committee**

"One of the goals of the Communications Committee is to assist wherever possible to keep homeowners informed about our community. An important Change of Use vote is upcoming. We encourage all homeowners to attend one of the small group presentations and to read the materials which will be presented.

In the annual Homeowner Satisfaction Surveys conducted from 2013-2017 there were many comments about Pickleball. In these surveys, of all the amenities and services in IronOaks, Pickleball was an area of concern for many homeowners."

-**Candy Clark, Chair – Communications Committee**

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Committee Chairs are Saying:

"I look forward to seeing the expanded racquet facility usage and added parking at the clubhouse. Both are great next steps for IronOaks." -**Sharon Tarvin, chair – Master Planning Committee**

"The Risk Management Committee has recommended a series of needed parking solutions around the Oakwood campus for several years, and management has looked for ways to meet these needs. Large events or multiple activities on the campus often lead to parking on streets nearby, creating safety hazards for users. The Change of Use, as proposed, can lead to enhanced parking totaling up to 88 new spaces. Up to 65 car spaces will be next to the new PB courts, and behind the Oakwood clubhouse kitchen. In addition, golf cart only parking spaces will be included in these areas. These parking elements, while not the only parking upgrades Risk Management has pursued, are critical to our well-being as an active adult community going forward. Not only will they make it possible to maximize access and usage of our amenities in the area, they will improve homeowner safety significantly."

-**Chuck Sloan, Chair - Risk Management Committee**

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In Summary, What Does This Mean?

- **No** increase in dues to pay for this project!
- **No** assessment to pay for this project!
- F.A.C.E. Funds are source of project funding.
- Addresses the top amenities prioritized by our homeowners.
- Pickleball added as an amenity.
- Additional parking for cars and golf carts
- Amenity stays in the heart of the community.

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

• Annual club membership fees are determined annually. Pickleball fees will increase and will approximate current tennis club fees
• With Pickleball in the Racquet facility, no added personnel will be needed.
• Eventual upkeep/replacement covered by Operating Budget and Reserve Funds
• The Reserve fund will cover the future maintenance costs of Pickleball and new parking spaces.
• These are long-lived assets and the additions to the Reserve fund will be over a 20-25 year period which will have a minimal impact on the current homeowners.
• As of 6/30/18 the Reserve Fund total is: $5,940,262

Notes & Things To Do

It's time to vote!

Voting runs from July 25 to August 14

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Thank You

It's time for questions and answers

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Voting Instructions

- To vote ONLINE, go to ironoaks.ivotehoa.com
- If you have forgotten your password, enter your email address and select the "Can't Remember Your Password" button to change your password. Then log in and vote.
- If you have not previously registered, select the "Not Yet Registered" button and sign up. You will need to refer to the **homeowner account number** found on the postcard you received. You will be able to vote as soon as registration is complete.
- If you would like a PAPER ballot, you may pick one up at the Oakwood Concierge desk beginning **Wednesday, July 25th**. You may request one be faxed or mailed to you by calling 480.317.3600. Return the paper ballot by mail or deposit it in the "BALLOTS" slot at the Oakwood Clubhouse or fax via 480.895.7166 no later than **Tuesday, August 14th** at **4:00pm**.
- To vote IN PERSON, visit the Oakwood Ballroom on **Wednesday, August 15th** from **9:00am to 9:30am**.

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ADDENDA:

FREQUENTLY ASKED QUESTIONS (FAQ)

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Frequently Asked Questions (FAQ)

Below are the questions we have heard thus far.

Should you have additional questions we have not answered, please do not hesitate to contact:

- Trish Huff, General Manager, at 480-317-3603 or Thuff@slhoa3.com.
- Brian Quillen, Senior Director of Community Management, at 480-317-3601 or BQuillen@slhoa3.com.

CHANGE OF USE VOTE

What is the vote?

The vote is to convert the four current tennis clay courts to parking and Pickleball. In January 2018, the Board of Directors adopted a resolution (5-2 vote) indicating the directors wanted homeowners to vote on a Change of Use for the four clay courts to be converted to extra parking and 8 Pickleball courts.

When is the vote?

The voting will begin electronically on July 25 and end on August 14 at 4:00pm. You may also pick up paper ballots, or you may also request a ballot to be mailed by contacting the Concierge desk. Voting in person will be held August 15 from 9-9:30am.

How is the vote determined?

According to the CCRs, the outcome of the change of use vote is determined by the majority of homeowners voting.

How do I vote?

- There is one vote allowed per lot.
- As with the last two elections, this vote will be mainly conducted electronically for those who have signed up to receive electronic ballots. (During the last election, over 2000 votes were electronically done.) This makes it easier for those who are away from IronOaks during the voting period. The website is **https://IronOaks.ivotehoa.com**
- Paper ballots may obtained by contacting Concierge at Oakwood at 480-895-7275 (ballots can be faxed or emailed upon request) or by picking up the ballot at the Concierge Desk.

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

Notes:

Problems voting? Contact **Elections@slhoa3.com**

FINANCES

Will there be an increase in dues and/or a special assessment?

- **NO**. Funding will be from the F.A.C.E. Fund which had a balance of $1,207,817 as of 6/30/18. The F.A.C.E. Fund may only be used to enhance current amenities and to provide new amenities. Monies for the F.A.C.E. Fund are received from new homeowners.
- IronOaks averages no less than 200 home sales a year which currently contributes $1950 per home to the F.A.C.E. fund. (an avg. of 200 homes sold X $1950=$390,000).
- There are sufficient F.A.C.E funds to complete these projects without the need to borrow money against future F.A.C.E Fund revenue.
- Once built, the new amenities will be added to the Operating Budget and the Reserve Fund for maintenance.

What would it cost to repair the clay courts? Approximately $415,000. The Amenities Survey indicated repairing the clay courts was a very low priority for homeowners.

Who will maintain the pickleball courts? With Pickleball at the racquet facility, staff is already in place to oversee the operation.

What are the total costs of these projects?

We are approximating the costs to come in at $800,000. Please page 10 for specific cost breakdown

What will the fees be for pickleball and tennis?

- The fees for tennis and pickleball will be the same.
- Fees received will be utilized to offset ongoing court upkeep and maintenance.

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PICKLEBALL

Why is Pickleball important for IronOaks?

- Pickleball is the fastest growing sport in the nation in adult communities. In all of Robson's other communities on average 30% of the households participate in Pickleball which would equate to 1205 households in IronOaks. Currently, there are approximately 300 Pickleball players even though we only have two courts.
- The IronOaks Master Plan states the mission, as reflected in its Core Purpose and Core Values, centers on preserving our community's active lifestyle and protecting home values. Additional Pickleball courts help achieve this goal. Hence, adding more Pickleball courts has been recommended by the Master Plan Committee.
- In the recent Amenities Survey and in the Annual Homeowner Satisfaction Surveys conducted since 2013, homeowners have asked for a solution for Pickleball. Actually, Pickleball was in the top three out of the top four priorities in the recent Amenities Use Survey.

Why is Pickleball being proposed to replace two current tennis clay courts?

- Originally, the Amenity Task Force recommended a Recreational Complex at the current softball field when it was felt the current clay courts could be repaired for a minimal cost. However, it was then determined the cost to replace the clay courts could cost about $400,000. The Amenities Survey indicated replacing the clay courts was a very low priority for homeowners.
- In January 2018, the Board adopted a resolution (5-2 vote) indicating the directors wanted homeowners to vote on a Change of Use for the four clay courts to be converted to extra parking and 8 Pickleball courts.
- With the cost of replacing the clay courts being so high, the Amenity Task Force concurred with the resolution because it would address two of the homeowners' priorities (Pickleball and parking).
- With Pickleball at the racquet facility, staff is already in place to oversee the operation.

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Pickleball (cont.)

What elements will be included in the Pickleball area?

- The courts will be built to USA Pickleball Association (USAPA) standards.
- Design elements will include:
  - Water fountains
  - Covered benches
  - Variety of landscaping and trees to help with sound abatement as well as aesthetics
  - Stadium Seating

Do we have the necessary permits from Maricopa County for the wall and the development of the Pickleball area?

We have had conversations with Maricopa County employees who have stated the county would be okay with the plans.

Will the remaining tennis courts be sufficient?

- There are 10 remaining hard surface courts available in Oakwood plus 2 hard surface courts in Ironwood. Based upon current usage, this will continue to provide sufficient capacity even during the desirable morning hours.
- Two of the clay courts are unsafe to be used. The other two are not frequently used and are in poor condition.

Why not just convert the 2 existing sunken tennis courts to Pickleball?

To do this would have a far more significant impact on the tennis community by converting very active courts. It also would still not solve the problems of unusable clay courts nor address the parking needs or sound abatement.

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

What about sound abatement & lighting? *MD Acoustics Noise Evaluation - pgs. 32-46 of this document.*

- The eight Pickleball courts will be sunken 5 feet. There will be a three-sided wall with a Verti-Crete sound abatement wall. The North South wall will be 8 feet above the sunken area. The two side walls will be 3.5 feet above grade. We have seen evidence that by sinking the courts and providing a special sound wall, there will be a significant improvement over what we have today. We cannot guarantee complete silence, but other communities have found this solution to be effective.
- Pickleball players will be required to use quiet paddles and balls. When new equipment is developed in the future, that equipment will be required to be used. Pickleball equipment continues to advance their quiet technology.
- The two clay courts nearest the homeowners will be converted to parking spaces and will provide a buffer of space for sound.
- Various landscaping will be installed to help buffer the sound.

Will there be lighting for the Pickleball area?

At this time, lights are not planned for these courts, but sleeves will be installed to allow for a decision to be made at a later date.

What type of lighting will be used in the parking area and how will this affect the nearby homeowners?

The lights for the parking will be the same fixtures that are in the current parking areas. These lights are shielded downward so there should be no adverse effect on the neighboring homeowners.

PARKING

For many years, parking shortages around our Oakwood campus have plagued every amenity. A golf tournament, a popular entertainment event in the ballroom, a special dining event, card players, a tennis tournament or any combination of these events can lead to serious safety and space concerns. Cars end up parking along the streets, and the current cart/car parking lines are almost impossible to fully use. This Change Of Use can lead to enhanced parking spaces.

- By converting the two clay courts nearest the houses, parking will be increased by 65 spaces for cars and 23 for golf carts by (net increase of 88).

CONSTRUCTION

How long will the scope of work take to be completed?

The plan is for approximately 120 days, but we understand there may be delays due to monsoons and any other unforeseen occurrences.

How will the construction affect adjacent homeowners?

There will be some noise associated with the construction, but the contractors will work to keep it to a minimal amount.

Who will be supervising the work?

A project manager has been hired.

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

FITNESS CENTER

What happened to the upgrade and the Fitness Center expansion?

The Fitness expansion will be the next item addressed. We currently have the drawings. As soon as this project is complete, we will be working on the Wellness Center. Funding for the Wellness Center will come from both the Reserve and F.A.C.E. funds.

Recreational Complex

What happened to the plans for the recreational complex?

- With the cost of repairing the clay courts being so high, the Amenity Task Force concurred with the Board resolution because it would address two of the homeowner's priorities (Pickleball and Parking).
- Preliminary plans were completed. However, it was determined not to pursue that due to the Board's resolution for the current Change of Use of the four clay courts for parking and Pickleball.

Tennis

What will tennis have as far as courts?

10 hard courts in Oakwood and 2 hard courts in Ironwood.

PICKLEBALL · PARKING - A PLAY FOR THE FUTURE

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July 23, 2018

Mr. Brian Quillen – Senior Director Community Services
Iron Oaks Community
24218 S. Oakwood Blvd.
Sun Lakes, AZ 85248

Subject: Leisure World Community Pickleball Court – Noise Evaluation – City of Mesa, AZ

Dear Mr. Quillen:

MD Acoustics, LLC (MD) has completed a noise impact assessment study at the Leisure World Community located at 908 S. Power Rd, in the City of Mesa, AZ. The project site consists of eight (8) pickleball courts that are located within the vicinity of adjacent residences. The project was assessed with regard to the existing noise levels during peak pickleball activities.

1.0 Assessment Overview

MD visited the project site on 7/19/2018 and conducted ambient noise measurements to quantify the existing noise levels during pickleball activities. The data collected was utilized to understand the effectiveness of the existing barrier and site layout. The project location map is located in Exhibit A. A glossary of Acoustical Terms is located in Appendix A.

2.0 Acoustic Objective

The purpose of this assessment is to establish a characteristic noise level associated with the pickleball court activity and determine resulting noise levels at multiple noise sensitive locations.

3.0 Local Acoustical Ordinance

Maricopa County has outlined their policies related to noise within the Maricopa County municipal code. Chapter 23 outlines the acoustical requirements for the project site and is outlined below:

V. Public Disturbances

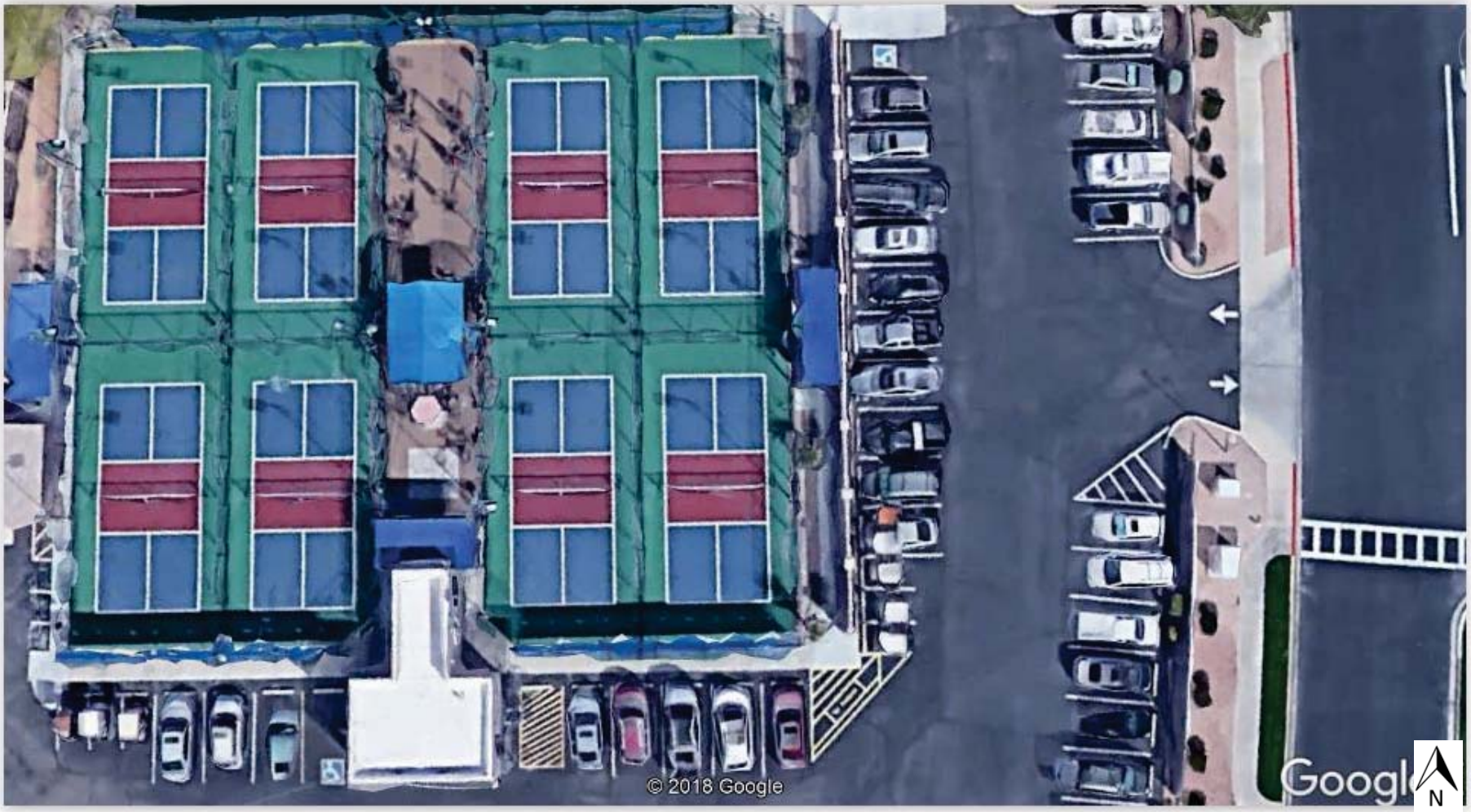
A. It shall be unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, any noise which disturbs the peace or quiet of any neighborhood if such noise can be heard from within closed residential structures located within 500 feet of the boundary of the property from which such noise emanates. This subsection shall not apply to noise produced in the normal conduct of business provided that such noise occurs within the normal and customary hours for the conduct of such business, which is based on the normal and customary hours of operation of similar, existing businesses, and the operation is legally conducted within the scope of all ordinances, laws, and

statutes of Maricopa County and the State of Arizona.

B. It shall be unlawful for any person in or upon a public street, alley, or public place within unincorporated Maricopa County to make any loud or offensive noise, to speak in a loud tone, or to scream or shout in a manner that disturbs the peace and quiet of people living in the vicinity thereof.

The Maricopa County municipal code cited above does not indicate a specific not-to-exceed noise level criterion for residential zones. Therefore, this assessment uses both the measured ambient noise and typical daytime and nighttime noise limits for residential uses (55 dBA and 45 dBA respectively). The Maricopa County municipal code does however state that any noise that can be heard from within an enclosed residential structure can be qualified as a public disturbance.

Exhibit A
Location Map



4.0 Study Method and Procedure

Noise Measurement Procedure and Criteria

Noise measurements are taken to determine the existing noise levels. A noise receiver or receptor is any location in the noise analysis in which noise might produce an impact. The following criteria are used to select measurement locations and receptors:

- Locations expected to receive the highest noise impacts, such as first row of houses
- Locations that are acoustically representative and equivalent of the area of concern
- Human land usage
- Sites clear of major obstruction and contamination

MD conducted the sound level measurements in accordance to the FHWA technical noise specifications. All measurements equipment meets American National Standards Institute (ANSI) specifications for sound level meters (S1.4-1983 identified in Chapter 19.68.020.AA). The following gives a brief description of the FHWA Traffic Noise Manual procedures for sound level measurements:

- Microphones for sound level meters were placed 5-feet above the ground for all measurements
- Sound level meters were calibrated (Larson Davis CAL 200) before and after each measurement
- Following the calibration of equipment, a wind screen was placed over the microphone
- Frequency weighting was set on "A" and slow response
- Results of the noise measurements were recorded on field data sheets
- During any short-term noise measurements any noise contaminations such as barking dogs, local traffic, lawn mowers, or aircraft fly-overs were noted
- Temperature and sky conditions were observed and documented

Noise Measurement Location

Noise monitoring locations were selected based on the relative location of sensitive receptors from the project site. Baseline measurements were conducted at three (3) locations.

5.0 Existing Noise Level

As previously mentioned, MD conducted baseline noise measurements at the courts, behind the concrete wall parallel to the courts, and near Leisure World Rd. at a distance of about 100ft from the concrete wall. Table 1 outlines the measured noise level during peak pickleball court conditions. Four (4) of the eight (8) courts were being used during the time of the measurement. Exhibit B illustrates all three (3) of the measurement locations. Appendix B provides the field sheet measurement data.

Table 1: Existing Sound Level Measurement Summary (dBA)

Location	Start Time	Stop Time	Leq	Lmax	Lmin	L25	L90
1	7:03 PM	8:02 PM	66.1	92.7	42.6	61.7	61.3
2	7:08 PM	8:07 PM	49.2	64.7	37.5	49.6	41.4
3	8:12 PM	8:16 PM	48.4	66.5	39.5	49.4	40.8

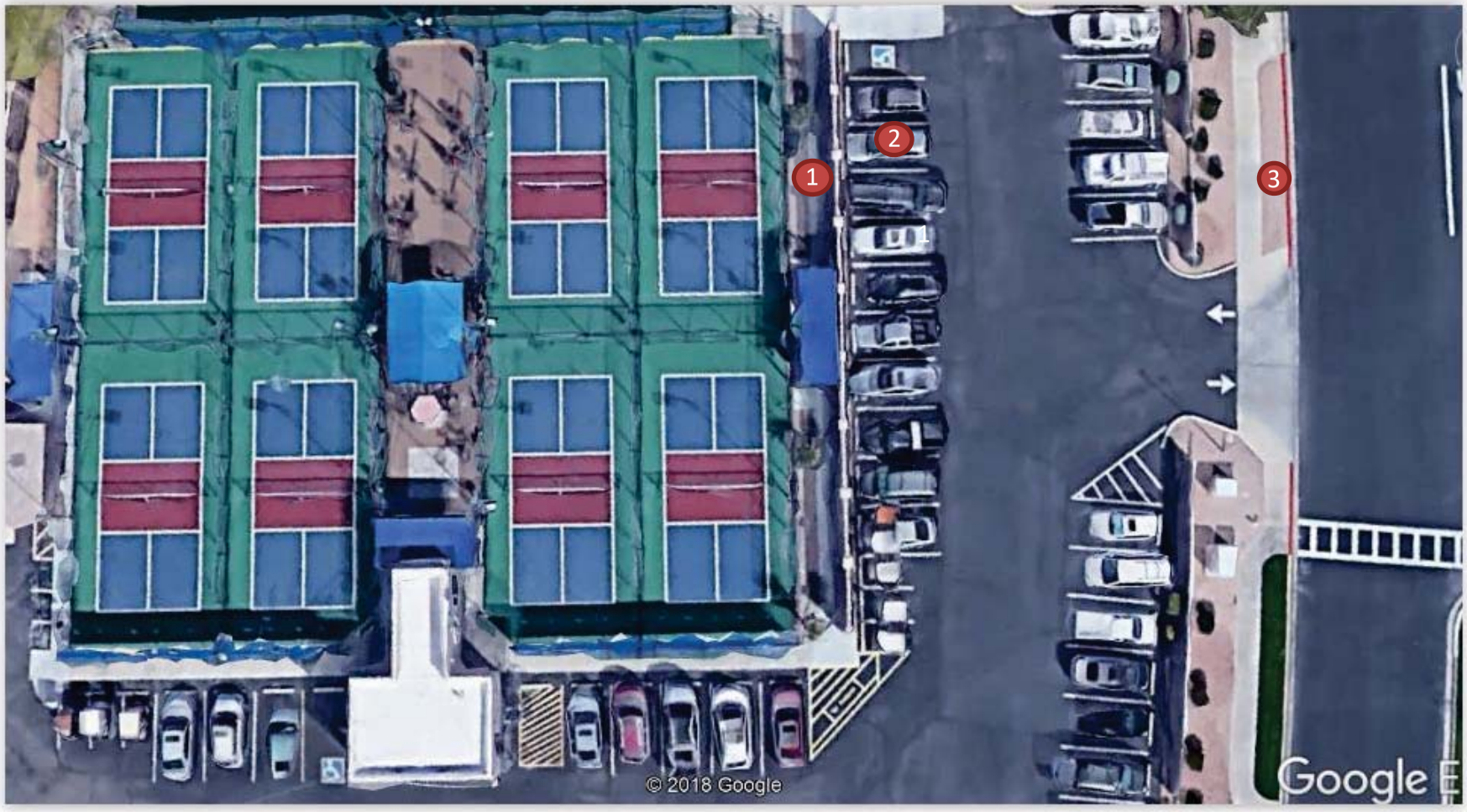
The average noise level (Leq) at the court (1) measured 66.1 dBA. The average noise level on the opposite side of the wall (2) measured 49.2 dBA, and 100ft from the wall (3) measured 48.4 dBA. It should be noted

that during the measurement process, MD noted that some light traffic occurred within the vicinity of measurement location three (3) and therefore some of the data was influenced by said activities. As per the data presented in Table 1 above, the concrete wall dissipates sound energy for a decrease of about 17 dB (within 5 to 10 feet of the existing 8-ft tall wall). It should be noted that the amount of noise reduction produced by the wall decreases in effectiveness as the microphone moves away from the wall due to refraction and geometry. The sound bends over the wall easier at further distances away from the wall.

In addition, MD has provided additional statistical levels (e.g. L25 and L90). The L(n) is the A-weighted sound level that exceeded during a certain percentage of time. For example, L25 is the sound level exceeded 25 percent of the sample time. L90 is the sound level exceeded 90 percent of the sample time. Max levels at the court reached 92.7 dBA.

Exhibit B
Measurement Locations

1 = Noise Monitoring Location



6.0 Findings

Existing Exterior Noise Levels

According to the existing baseline noise readings the pickleball noise does not exceed the typical daytime residential exterior noise standard of 55 dBA at any of the adjacent receptors. However, even at the furthest measurement location (3) the typical nighttime residential exterior noise standard of 45 dBA is exceeded by about 3 dB, which is a perceptible difference (see Table 1 in Appendix A for acoustic characteristics of changes in noise levels).

Therefore, it is possible that a noise exceedance could occur based on the existing conditions of the site and the times at which the courts will be used. Generally speaking, hours between 7:00 AM and 10:00 PM are classified as daytime, and 10:00 PM to 7:00 AM as nighttime.

It should be noted that Maricopa County does not have a "not-to-exceed" limit but 55 dBA and 45 dBA were selected as typical daytime and nighttime levels (City of Tempe uses these limits). In the event of a noise compliant, the County would rely on the enforcing agency's (police) discretion to determine if there is a violation.

7.0 Conclusions

MD is pleased to provide this noise evaluation for the Iron Oaks Pickleball Court project. If you have any questions regarding this analysis or need further review, please call our office at (602)-774-1950.

Sincerely,
MD Acoustics, LLC

Mike Dickerson

Mike Dickerson, INCE
Principal

Appendix A
Glossary of Acoustical Terms

Glossary of Terms

A-Weighted Sound Level: The sound pressure level in decibels as measured on a sound level meter using the A-weighted filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the response of the human ear. A numerical method of rating human judgment of loudness.

Ambient Noise Level: The composite of noise from all sources, near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location.

Community Noise Equivalent Level (CNEL): The average equivalent A-weighted sound level during a 24-hour day, obtained after addition of five (5) decibels to sound levels in the evening from 7:00 to 10:00 PM and after addition of ten (10) decibels to sound levels in the night before 7:00 AM and after 10:00 PM.

Day-Night-Level (DNL or LDN): The average equivalent A-weighted sound level during a 24-hour day, obtained after addition of ten (10) decibels to sound levels in the night before 7:00 AM and after 10:00 PM.

Decibel (dB): A unit for measuring the amplitude of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micro-pascals.

Table 1 below provides the characteristics associated with changes in noise levels.

Table 1: Change in Noise Level Characteristics

Changes in Intensity Level, dBA	Changes in Apparent Loudness
1	Not perceptible
3	Just perceptible
5	Clearly noticeable
10	Twice (or half) as loud

dB(A): A-weighted sound level (see definition above).

Equivalent Sound Level (LEQ): The sound level corresponding to a steady noise level over a given sample period with the same amount of acoustic energy as the actual time varying noise level. The energy average noise level during the sample period.

Habitable Room: Any room meeting the requirements of the Uniform Building Code or other applicable regulations which is intended to be used for sleeping, living, cooking or dining purposes, excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

L(n): The A-weighted sound level exceeded during a certain percentage of the sample time. For example, L10 in the sound level exceeded 10 percent of the sample time. Similarly L50, L90 and L99, etc.

Noise: *A*ny unwanted sound or sound which is undesirable because it interferes with speech and hearing, or is intense enough to damage hearing, or is otherwise annoying. The State Noise Control Act defines noise as "...excessive undesirable sound...".

Noise Criteria (NC) Method: This metric plots octave band sound levels against a family of reference curves, with the number rating equal to the highest tangent line value as demonstrated in Figure 1.

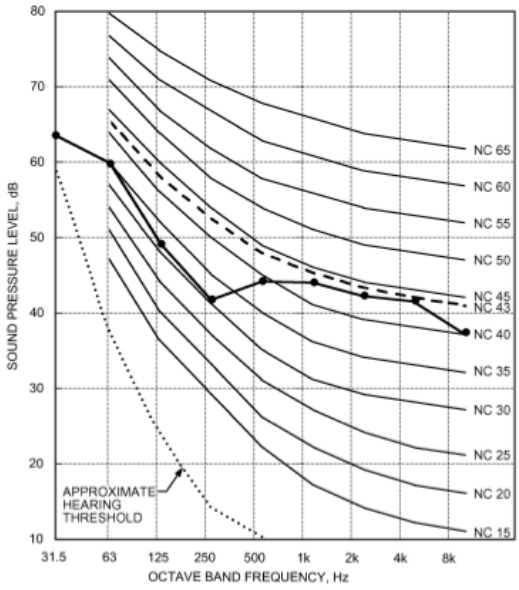
Percent Noise Levels: See L(n).

Room Criterion (RC) Method: When sound quality in the space is important, the RC metric provides a diagnostic tool to quantify both the speech interference level and spectral imbalance.

Sound Level (Noise Level): The weighted sound pressure level obtained by use of a sound level meter having a standard frequency-filter for attenuating part of the sound spectrum.

Sound Level Meter: An instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement and determination of noise and sound levels.

FIGURE 1: Sample NC Curves and Sample Spectrum Levels



***Sound Transmission Class (STC*)**: To quantify STC, a Transmission Loss (TL) measurement is performed in a laboratory over a range of 16 third-octave bands between 125 – 4,000 Hertz (Hz). The average human voice creates sound within the 125 – 4,000 Hz 1/3rd octave bands.

STC is a single-number rating given to a particular material or assembly. The STC rating measures the ability of a material or an assembly to resist airborne sound transfer over the specified

frequencies (see ASTM International Classification E413 and E90). In general, a higher STC rating corresponds with a greater reduction of noise transmitting through a partition.

STC is highly dependent on the construction of the partition. The STC of a partition can be increased by: adding mass, increasing or adding air space, adding absorptive materials within the assembly. The STC rating does not assess low frequency sound transfer (e.g. sounds less than 125 Hz). Special consideration must be given to spaces where the noise transfer concern has lower frequencies than speech, such as mechanical equipment and or/or music. The STC rating is a lab test that does not take into consideration weak points, penetrations, or flanking paths.

Even with a high STC rating, any penetration, air-gap, or "flanking path can seriously degrade the isolation quality of a wall. Flanking paths are the means for sound to transfer from one space to another other than through the wall. Sound can flank over, under, or around a wall. Sound can also travel through common ductwork, plumbing or corridors. Noise will travel between spaces at the weakest points. Typically, there is no reason to spend money or effort to improve the walls until all weak points are controlled first.

Outdoor Living Area: Outdoor spaces that are associated with residential land uses typically used for passive recreational activities or other noise-sensitive uses. Such spaces include patio areas, barbecue areas, jacuzzi areas, etc. associated with residential uses; outdoor patient recovery or resting areas associated with hospitals, convalescent hospitals, or rest homes; outdoor areas associated with places of worship which have a significant role in services or other noise-sensitive activities; and outdoor school facilities routinely used for educational purposes which may be adversely impacted by noise. Outdoor areas usually not included in this definition are: front yard areas, driveways, greenbelts, maintenance areas and storage areas associated with residential land uses; exterior areas at hospitals that are not used for patient activities; outdoor areas associated with places of worship and principally used for short-term social gatherings; and, outdoor areas associated with school facilities that are not typically associated with educational uses prone to adverse noise impacts (for example, school play yard areas).

Percent Noise Levels: See L(n).

Sound Level (Noise Level): The weighted sound pressure level obtained by use of a sound level meter having a standard frequency-filter for attenuating part of the sound spectrum.

Sound Level Meter: An instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement and determination of noise and sound levels.

Single Event Noise Exposure Level (SENEL): The dB(A) level which, if it lasted for one second, would produce the same A-weighted sound energy as the actual event.

Appendix B
Field Sheet Data

MD ACOUSTICS
Sound Solutions for Planning and Design
www.mdacoustics.com

AZ Office
4960 S. Gilbert Rd, Ste 1-461
Chandler, AZ 85249

CA Office
1197 E Los Angeles Ave, C-256
Simi Valley, CA 93065

1-Hour Continuous Noise Measurement Datasheet

Project:	Iron Oaks Propsed Pickleball Courts
Site Address/Location:	908 S. Power Rd, Mesa, AZ
Date:	7/19/2018
Field Tech/Engineer:	Anthony Matriss, INCE

Site Observations: Clear sky, measurement was performed within 5-feet of existing 8-foot tall concrete slab wall. Ambient noise consisted of traffic along Lassen and Mason.

General Location:

Sound Meters:	831 & NTi **SN:** 8312
Settings:	A-weighted, slow, 1-sec, 1-min interval, 1-hour duration
Meteorological Con.:	85 degrees F, 2 to 5 mph wind, eastern direction
Site ID:	ST-1 & ST-2

Site Topo: Flat
Ground Type: Hard courts and asphault

Noise Source(s) w/ Distance:
Pickleball Court is 8ft from meter @ ST-1
C/L of Leisure World is 100ft from meter

Figure 1: Monitoring Locations

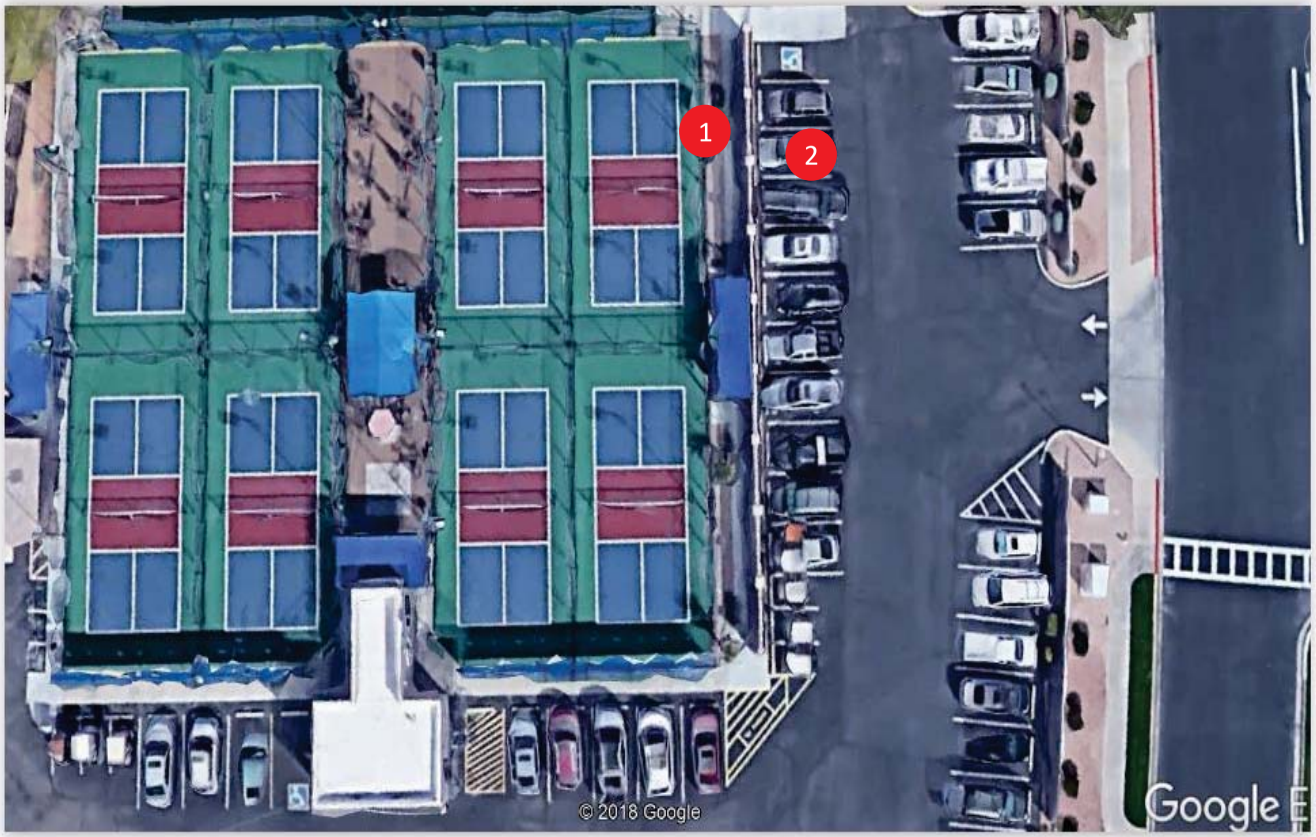


Figure 2: ST-1 Photo



Figure 3: ST-2 Photo



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1197 E Los Angeles Ave, C-256
Simi Valley, CA 93065

1-Hour Continuous Noise Measurement Datasheet - Cont.

Project: Iron Oaks Propsed Pickleball Courts
Site Address/Location: 908 S. Power Rd, Mesa, AZ
Site ID: ST-1 & ST-2

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
1	7:03 PM	8:02 PM	66.1	92.7	42.6	72.0	69.1	61.7	70.4	61.3
2	7:08 PM	8:07 PM	49.2	64.7	37.5	56.4	52.6	49.6	58.1	49.9

MD ACOUSTICS
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1-Hour Continuous Noise Measurement Datasheet - Cont.

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