

UMATILLA CITY COUNCIL MEETING
NOVEMBER 2, 2021, 6:00 PM
Council Chambers, 1 S. Central Avenue, Umatilla, Florida

Masks are highly recommended and a limited supply may be available. Social distancing will be observed. Overflow seating in room behind Chambers.

Pledge of Allegiance and Prayer

Please silence your electronic devices

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

PAGE

MINUTES REVIEW

1. *Minutes, City Council meeting October 19, 2021*

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MAYOR'S MESSAGE

PUBLIC COMMENT

At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public.

Please write your name and address on the paper provided at the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Council in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Board addresses such items during this meeting. Public comments are generally limited to three minutes.

CONSENT AGENDA

PRESENTATIONS

2. *Lake County Presentation of Proposed District Map*

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PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

3. *Final Reading of Ordinance No. 2021-I, Placement of Wireless Facilities, Installation and Regulation within the Boundaries of the City of Umatilla*

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NEW BUSINESS

4. Consideration to Approve Site Plan for First Baptist Church of Umatilla

63

GENERAL DISCUSSION

REPORTS

City Attorney
Mayor
Council Members
Staff Members
Police Activity Report

ADJOURNMENT

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any invocation that may be offered before the official start of the Council meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution 2014-43. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the Council or the City. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

The City of Umatilla is an equal opportunity provider and employer.

UMATILLA CITY COUNCIL MEETING
October 19, 2021, 6:00 PM
Council Chambers, 1 S. Central Avenue, Umatilla, Florida

Mayor Adcock led the Pledge of Allegiance and Invocation.

The meeting was called to order at approximately 6:00p.m.

PRESENT: Mayor Kent Adcock; Council Members Kaye Adams, John Nichols, Chris Creech; City Manager Scott Blankenship; City Attorney Kevin Stone; Finance Director Regina Frazier; Police Chief Adam Bolton; Gwen Johns, City Clerk; Amy Stultz, Library Director

NOT PRESENT: Vice Mayor Brian Butler

AGENDA REVIEW

MOTION by Council Member Adams to approve the agenda as presented;
SECOND by Council Member John Nichols
Motion APPROVED by unanimous vote.

MINUTES REVIEW

1. *Minutes, City Council meeting September 21, 2021*
2. *Minutes, City Council budget meeting September 21, 2021*

MOTION by Council Member John Nichols to approve the City Council and Budget meeting minutes dated September 21, 2021;
SECOND by Council Member Chris Creech
Motion APPROVED by unanimous vote.

PUBLIC COMMENT

Calvin Mitchell, 572 Owens Lane, requested the discussion regarding Owens Lane being overused be revisited by City Council. This was being discussed prior to COVID-19. He expressed concern about excessive traffic traveling at excessive speeds on Owens Lane, the roadway is being used as a cutover road between CR 450 and Lake Street.

Scott Blankenship, City Manager, stated if City Council would like to move forward with discussion regarding Owens Lane, it would be appropriate to schedule a public workshop. Interested parties will be notified including the Lake County School Board, since they own adjacent property.

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

3. *Final Reading of Ordinance No. 2021-G, Private Property Rights Comp Plan Amendment*

Kevin Stone, City Attorney read Ordinance No. 2021-B by title only.

ORDINANCE NO. 2021-G

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3184; AMENDING THE CITY'S COMPREHENSIVE PLAN; ADDING AND ADOPTING A PRIVATE PROPERTY RIGHTS ELEMENT; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND REVIEWING AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

There were no public comments.

MOTION by Council Member John Nichols to approve the final reading and adoption of Ordinance No. 2021-G;
SECOND by Council Member Kaye Adams
Motion APPROVED by a roll call vote.
City Council Agenda Packet - November 2, 2021

Council Member Nichols YES
Council Member Adams YES

Council Member Creech YES
Mayor Adcock YES

4. *First Reading of Ordinance No. 2021-I, Placement of Wireless Facilities, Installation and Regulation within the Boundaries of the City of Umatilla*

Kevin Stone, City Attorney read Ordinance No. 2021-I by title only.

ORDINANCE NO. 2021-I

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, REGULATING THE PLACEMENT AND MAINTENANCE OF COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; CREATING CHAPTER 17 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF UMATILLA, TITLED: "COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY"; PROVIDING FOR PURPOSE AND INTENT, DEFINITIONS, REGISTRATION, SANCTIONS FOR UNREGISTERED PROVIDERS, NOTICE OF TRANSFER, SALE, OR ASSIGNMENT OF ASSETS; PROVIDING RULES, REGULATIONS, AND GENERAL CONDITIONS TO PLACEMENT OF COMMUNICATIONS SYSTEMS AND FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; REQUIRING DUTY TO NOTIFY CITY OF RESELLERS; CONDITIONAL USE OF PUBLIC RIGHTS-OF-WAY; PROVIDING FOR WIRELESS FACILITIES, REVOCATION OR SUSPENSION OF PERMITS AND INVOLUNTARY TERMINATION OF REGISTRATION; SETTING FORTH AN APPEALS PROCESS; REQUIRING FEES APPLICABLE TO THOSE NOT SUBJECT TO COMMUNICATIONS SERVICES TAX, EXISTING COMMUNICATIONS FACILITY, INSURANCE, INDEMNIFICATION, CONSTRUCTION BOND, PERFORMANCE BOND, SECURITY FUND AND ENFORCEMENT REMEDIES; ABANDONMENT OF A COMMUNICATIONS FACILITY; RESERVATION OF RIGHTS; AND FORCE MAJEURE; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, INCLUSION IN LAND DEVELOPMENT REGULATIONS, AND AN EFFECTIVE DATE.

Scott Blankenship, City Manager, referred to a summary provided to City Council and included in the agenda packet. This ordinance provides the City with as much control as possible, with regard to wireless communications facilities.

There were no public comments.

MOTION by Council Member John Nichols to approve first reading of Ordinance No. 2021-I; SECOND by Council Member Chris Creech; Motion APPROVED by a unanimous vote.

5. *Approval of Resolution No. 2021-27, the 45th Annual Cracker Christmas Parade*

Kevin Stone, City Attorney read Resolution No. 2021-27 by title only.

RESOLUTION NO. 2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, SUBMITTING A REQUEST TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE TWO NORTH BOUND LANES OF STATE ROAD 19 ON DECEMBER 11, 2021; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

There were no public comments.

**MOTION by Council Member Chris Creech to approve first reading of Resolution No. 2021-27;
SECOND by Council Member John Nichols;
Motion APPROVED by a unanimous vote.**

GENERAL DISCUSSION

6. Review of Business Tax Receipt Practices

Scott Blankenship, City Manager, provided some background information from his discussions with Lake County and City Managers throughout the county. He recommended elimination of the minimal fee currently charged. The business tax receipt is an instrument that provides useful information to the City and therefore the requirement should not be eliminated.

Regina Frazier, Finance Director, noted a lot of the administrative time spent on business tax receipts is the collecting of the fee, the process would be much less labor intensive without the collection process. The City currently charges only a \$10 fee.

Mr. Stone advised the fee is currently imposed by Ordinance, therefore it would be appropriate to bring an ordinance back to City Council to reduce the fee to zero dollars, allowing City Council the flexibility to reinstate the fee in the future if deemed necessary.

City Council Members directed staff to bring a revised ordinance back to City Council.

7. Annual One-Time Waiver of Water Reconnection Fee for Part-Time Residents

Mr. Blankenship this one-time waiver of the water reconnection fee would benefit part-time residents. He said Umatilla does have a significant number of part-time residents.

City Council was supportive of staff bringing back a document for consideration of allowing a one time per year courtesy service turn on/off. Ms. Frazier said it would be part of the utility fees structure.

REPORTS

City Attorney - Nothing to report.

Scott Blankenship – Lake County League of Cities Sponsorship Event will be a ½ day golf event. The event will be held on November 19th and Mr. Blankenship needs to know who is interested in attending.

Police Chief Bolton – Provided an update with regard to the police department continuing their initiative for addressing traffic on S.R. 19.

Chief Bolton also mentioned the dry hydrogen peroxide generators throughout the City, which were purchased with grant funds.

Mayor Adcock asked if there is some type of signage to slow drivers down as they travel through the City. Chief Bolton suggested the flashing speed limit signs, he believes them to be effective.

Aaron Mercer, Public Services and Development Director, stated the swimming pool project is complete. He explained configuration of the new pump system which will result in a cost savings for the City. Mr. Blankenship added fencing is scheduled for installation around the pool and a grant from Lowe's will make additional enhancements in the area.

Kaye Adams said a Snack and Chat was held at the Museum. The museum also hosted the Class of 1979 school reunion. The museum is open Thursdays and Saturdays from 1pm to 4 pm.

Chris Creech attended the Chamber Kids Day event with his family and it was a very nice day. He thought the event was well organized and would be a good area to expand upon in the future.

Mayor Adcock spoke to the Masons to provide City updates on October 18, 2021. When attending the Lake League of Cities luncheon, Mr. Welton Cadwell complemented the City Council and staff on the appearance of the City.

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 6:47 p.m.

Kent Adcock, MAYOR

Gwen Johns, MMC
City Clerk

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: **October 28, 2021**

MEETING DATE: **November 2, 2021**

SUBJECT: **Lake County Redistricting**

ISSUE: **This is an Informational Presentation**

BACKGROUND SUMMARY:

Lake County Interim Manager Jennifer Barker has offered to have a county staff member attend the City Council meeting to provide an information regarding the redistricting process, as well as to show a proposed map to be considered by the Board of County Commissioners on November 2, 2021.

On October 5, 2021, the Lake County Board of County Commissioners approved posting the Notice to Change Commission District Boundaries in preparation for adopting a new county commissioner district map. This action was taken for the purposes of complying with Section 1(e), Article VIII, Florida Constitution and Section 124.01(3), Florida Statutes, which request that “after each decennial census the board of county commissioners shall divide the county into contiguous territory as nearly equal in population as practicable.” By posting the Notice of Change District Boundaries and associated proposed map, the Board is providing ample opportunity to residents to review the map and provide public comment on the new district boundaries.

For reference, upcoming public hearing dates are scheduled as follows:

- November 2, 2021: First Public Hearing to Accept Resident Input
 - November 16, 2021: Second Public Hearing to Accept Resident Input
 - December 7, 2021: Adoption of Resolution Establishing New Commissioner District Boundaries
-

STAFF RECOMMENDATIONS: For Information Only

FISCAL IMPACTS:

COUNCIL ACTION:

Reviewed by City Attorney Yes No √N/A

Reviewed by City Engineer XYes No √N/A



2020 REDISTRICTING PROCESS

City of Umatilla
November 2, 2021

STATUTORY PROCESS

- Section 1(e), Article VIII, Florida Constitution, requires the Board of County Commissioners to divide the county into districts “nearly equal in population as practicable” based on the decennial census.
- Section 124.01(3), Florida Statutes, requires that changes made in the boundaries of county commissioner districts be made only in odd-numbered years.

2020 DECENNIAL CENSUS

- In 2020, the Decennial Census was undertaken by the U.S. Census Bureau.
- Lake County's Population was reported as being 383,955.
- Target Population Per Commission District = 76,791.



The following guidelines should be followed when adjusting district boundaries:

- Equal in Population
- Follow Census Blocks
- Follow Significant Boundaries (roads, waterbodies)
- Deviation between Districts should be 3% or Less

Understanding Census Blocks:

- Census Blocks are defined by the Census Bureau but are not based on population; rather, based on visible geographic features or nonvisible boundaries such as property lines, municipal boundaries, and school districts.
- 10,063 census blocks in Lake County.
- 250 census blocks for the City of Umatilla.

The new county commission district map was developed in-house as follows:

- Started with existing boundaries.
- Set Target Population of 76,791 per district.
- Adjusted lines based upon the identified factors.
- October 5, 2021, the Board approved the Notice of Changing Commission District Boundaries so that the proposed map could be advertised.
- The first public hearing was held on November 2, 2021.

MAPPING PROCESS

Proposed commission district map is balanced as follows to meet the Target Population of 76,791:

	Population	Deviation	Percent
District 1- Doug Shields	77,819	+ 1028	1.34%
District 2- Sean Parks	76,385	- 406	- .53%
District 3- Kirby Smith	76,044	- 747	- .97%
District 4- Leslie Campione	77,007	+ 216	.28%
District 5- Josh Blake	76,701	- 90	- .12%

- In order to keep the statistical deviation under 3% and the population as close as possible to the target using Census Blocks, several municipalities were split between districts.
- However, the current commission districts also share some municipalities.

Current Commission District Map:

- Minneola: Commission Districts 1 & 2
- Fruitland Park: Commission Districts 1 & 5
- Leesburg: Commission Districts 1 & 3
- Eustis: Commission Districts 3 & 4
- Howey-in-the-Hills: Commission Districts 1 & 2

Proposed Map:

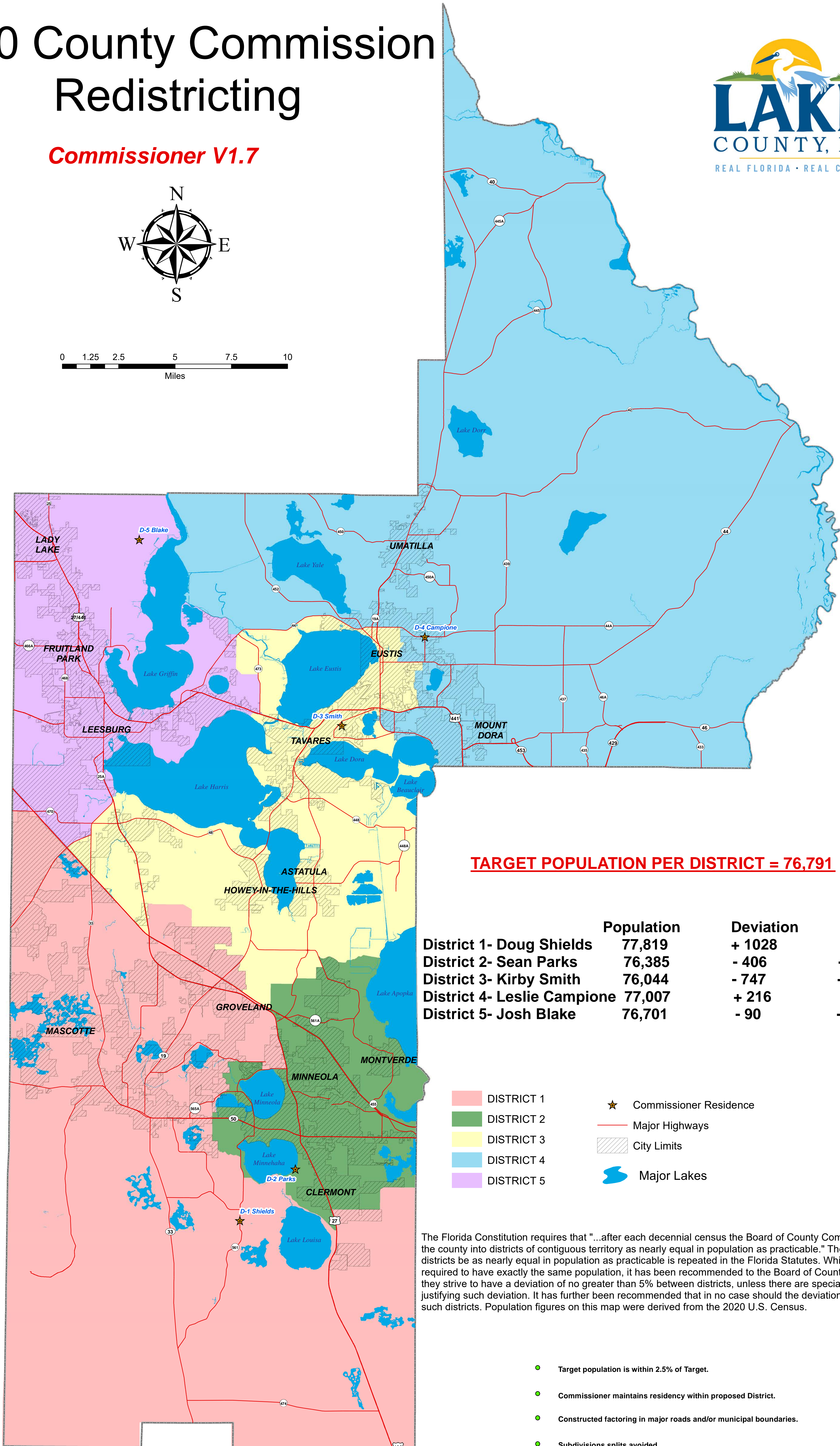
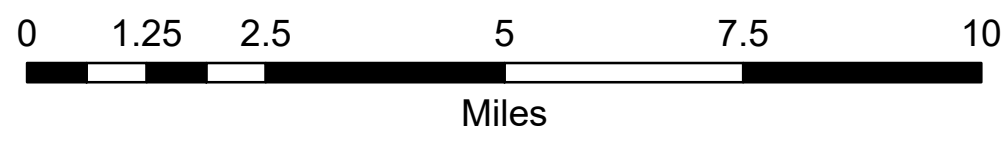
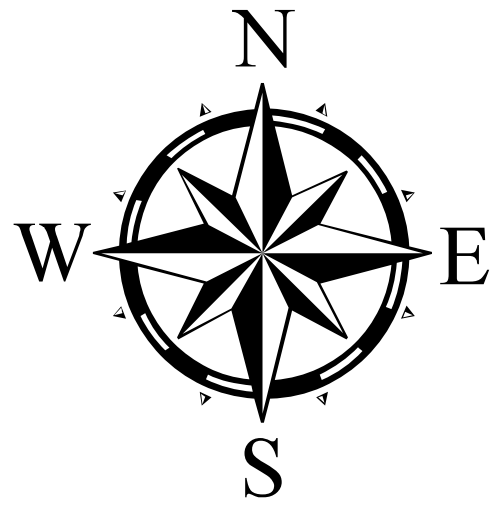
- Minneola: Commission Districts 1 & 2
- Clermont: Commission Districts 1 & 2
- Leesburg: Commission Districts 1, 3 & 5
- Eustis: Commission Districts 3 & 4
- Groveland: Commission Districts 1 & 2

- November 16, 2021: Second Public Hearing
- December 7, 2021: Tentative Adoption



2020 County Commission Redistricting

Commissioner V1.7



TARGET POPULATION PER DISTRICT = 76,791

	Population	Deviation	Percent
District 1- Doug Shields	77,819	+ 1028	1.34%
District 2- Sean Parks	76,385	- 406	-.53%
District 3- Kirby Smith	76,044	- 747	-.97%
District 4- Leslie Campione	77,007	+ 216	.28%
District 5- Josh Blake	76,701	- 90	-.12%

- DISTRICT 1
- DISTRICT 2
- DISTRICT 3
- DISTRICT 4
- DISTRICT 5
- ★ Commissioner Residence
- Major Highways
- ▨ City Limits
- 🌊 Major Lakes

The Florida Constitution requires that "...after each decennial census the Board of County Commissioners shall divide the county into districts of contiguous territory as nearly equal in population as practicable." The requirement that the districts be as nearly equal in population as practicable is repeated in the Florida Statutes. While the districts are not required to have exactly the same population, it has been recommended to the Board of County Commissioners that they strive to have a deviation of no greater than 5% between districts, unless there are special circumstances justifying such deviation. It has further been recommended that in no case should the deviation exceed 10% between such districts. Population figures on this map were derived from the 2020 U.S. Census.

- Target population is within 2.5% of Target.
- Commissioner maintains residency within proposed District.
- Constructed factoring in major roads and/or municipal boundaries.
- Subdivisions splits avoided.

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: October 26, 2021

MEETING DATE: November 2, 2021

SUBJECT: Final Reading of Ordinance 2021-I, Regulation of the Installation of Wireless Facilities

ISSUE: Regulation of Installation of Wireless Facilities within the Boundaries of the City of Umatilla

BACKGROUND SUMMARY:

The 2017 Advanced Wireless Implementation Act and subsequent amendments lay out a process for wireless providers to place “small wireless facilities” in municipality or county public rights-of-way. In general, the Act provides that municipalities must treat wireless providers in a fair, nondiscriminatory, and competitively neutral manner when imposing rules on placement of communications facilities in the public right-of-way. Among other things, the Act also provides certain timeframes or “shot clocks” for actions to be taken by municipalities on permit applications.

This ordinance implements processes and rules for the City to regulate the installation of wireless facilities within its boundaries within the limits allowed under Florida Statutes. The following is a summary of some of the key provisions in the proposed ordinance:

1. Registration and notice requirements.

A provider that desires to place or maintain a communications facility in the public rights-of-way must first register with the City. Registrations shall be renewed every five years. The City has 30 days after receipt of a registration application to approve or deny the registration. A provider that transfers, sells, or assigns its facilities located on a public right-of-way must notify the City within 90 days of such transfer.

2. Rules and conditions to placement of communication facilities in the public rights-of-way

A permit shall be required for each placement of a communication facility in the right of way, with certain exceptions. For example, no permit is required when replacing an existing wireless facility with a new facility that is substantially similar in design, material, size, and color. Permits are also not required for routine maintenance or emergency actions. A facility placed without a permit must be removed by the provider within 30 days of written notice from the City.

Permit applications must include information such as:

- Expected dates and times of installation and time needed for construction and placement
 - Location of proposed facility
 - Plans, drawings, photographs, and schematics
 - Temporary sidewalk closure and/or maintenance of traffic plans
-

- Restoration plan and cost of restoration to the right of way
- Additional information as reasonably required

In evaluating an application for a permit, the City may weigh factors such as the impact on traffic and pedestrian safety, sufficiency of space to accommodate need for projected public improvements, and sufficiency of space needed to accommodate other pending applications, among other factors. All placement and maintenance of communication facilities in the public rights-of-way shall be performed with the least possible interference with the use and appearance of the right-of-way.

Facilities placed in the right of way must meet general stealth design requirements, such as:

- Antennae(s) shall be slim in design and not exceed diameter of the pole at point of attachment
- Switches shall be concealed with use of Shrouds similar to the pole color and texture
- Exposed wires, cables, conduits, etc. shall be placed internal to the pole or concealed to the maximum extent possible
- Aerial electrical power and fiber connections for new facilities are not permitted where the majority of utilities have been undergrounded
- Use of wooden poles is prohibited

For wireless facilities attached to a permitted and legally maintained vertical structure in the right-of-way, such as a light pole or utility pole, shall, unless otherwise agreed to by the City in writing:

- Not extend more than 10 feet above the highest point of the vertical structure,
- Not have any type of lighted signals or illuminations unless required by law
- Comply with FCC emission standards
- Comply with local building codes
- Not contain any commercial advertising

3. Location requirements

The ordinance requires that facilities shall be placed at the farthest distance practicable from the edge of the pavement unless the proposed type of facility has a designated corridor within the right-of-way. Poles and support structures shall be placed equidistant between existing poles and structures. Within residential blocks, placement shall not impair views from principal structures and shall be placed at the common property line of the parcels abutting the right-of-way.

Within 14 days of an application, City may request that the proposed location of a small wireless facility be moved to another location in the public right-of-way. The City and the Applicant may negotiate an alternative location, including design and spacing standards, for 30 days from the date of request. If an agreement is not reached, City must grant or deny the original application within 90 days after the date the application was filed.

Within forty-five (45) days after completion of any Placement or Maintenance of a Communications Facility in the Public Rights-of-Way, the Communications Services Provider shall provide the City with Record Drawings showing the final location of such Facility in the Public Rights-of-Way, including exact GPS coordinates.

4. Insurance, bonds, and indemnification

The ordinance includes insurance requirements as well as construction and performance bond requirements. The ordinance also provides that the City shall not be liable to providers for any claims for damages, costs, expenses or losses resulting from the City's breakage, removal, alteration, or relocation of any facilities arising out of any emergency or, in the sole discretion of the City, deemed necessary to facilitate any public works project, public improvement, alteration of a City structure, change in grade or line of any public right-of-way, elimination or closure of a right-of-way, or found by city council to be in the best interest of the health, safety, or general welfare of the public.

5. Enforcement and Appeals

A provider's failure to comply with provisions of this ordinance will be subject to code enforcement provisions as provided in Chapter 162, Florida Statutes, as well as the City's Land Development Regulations enforcement provisions. The ordinance also provides an appeals process for when the City denies a registration or permit application.

STAFF RECOMMENDATIONS: Approval of Ordinance No. 2021-I, final reading.

FISCAL IMPACTS: N/A

COUNCIL ACTION:

Reviewed by City Attorney Yes No N/A

Reviewed by City Engineer Yes No N/A

ORDINANCE 2021-I

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, REGULATING THE PLACEMENT AND MAINTENANCE OF COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; CREATING CHAPTER 17 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF UMATILLA, TITLED: “COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY”; PROVIDING FOR PURPOSE AND INTENT, DEFINITIONS, REGISTRATION, SANCTIONS FOR UNREGISTERED PROVIDERS, NOTICE OF TRANSFER, SALE, OR ASSIGNMENT OF ASSETS; PROVIDING RULES, REGULATIONS, AND GENERAL CONDITIONS TO PLACEMENT OF COMMUNICATIONS SYSTEMS AND FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; REQUIRING DUTY TO NOTIFY CITY OF RESELLERS; CONDITIONAL USE OF PUBLIC RIGHTS-OF-WAY; PROVIDING FOR WIRELESS FACILITIES, REVOCATION OR SUSPENSION OF PERMITS AND INVOLUNTARY TERMINATION OF REGISTRATION; SETTING FORTH AN APPEALS PROCESS; REQUIRING FEES APPLICABLE TO THOSE NOT SUBJECT TO COMMUNICATIONS SERVICES TAX, EXISTING COMMUNICATIONS FACILITY, INSURANCE, INDEMNIFICATION, CONSTRUCTION BOND, PERFORMANCE BOND, SECURITY FUND AND ENFORCEMENT REMEDIES; ABANDONMENT OF A COMMUNICATIONS FACILITY; RESERVATION OF RIGHTS; AND FORCE MAJEURE; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, INCLUSION IN LAND DEVELOPMENT REGULATIONS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla, Florida has determined that the amendments set forth in this Ordinance promote the public health, safety, and general welfare of the residents of the City of Umatilla by regulating the siting of communications facilities within the public rights-of-way; and

WHEREAS, this Ordinance accommodates the growing needs and demand for communications services within the City; and

WHEREAS, this Ordinance seeks to address new communications facilities technologies, while also protecting, preserving, and maintaining the aesthetic character of areas where such rights-of-way exist within the City; and

WHEREAS, Section 337.401, Florida Statutes, addresses the authority of local governments to regulate the placement and maintenance of communications facilities in the public rights-of-way, and requires that rules and regulations imposed by a local government relating to communications services providers that desire to place or maintain communications facilities in its rights-of-way must be generally nondiscriminatory and competitively neutral; and

WHEREAS, Section 337.401(3)(g), Florida Statutes, provides that a local government may not use its authority over the placement of facilities in its rights-of-way as a basis for asserting or exercising regulatory control over a provider of communications services regarding matters within the exclusive jurisdiction of the Florida Public Service Commission or Federal Communications Commission, including, but not limited to, the operations, systems, qualifications, services, service quality, service territory, and prices of a provider of communications services; and

WHEREAS, Section 337.401(7), Florida Statutes, addresses, *inter alia*, the authority of local governments to adopt by ordinance objective design standards requiring a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements, and objective design standards requiring a new utility pole that replaces an existing facility to be of substantially similar design, material, and color, and prescribing reasonable spacing requirements concerning the location of ground-mounted equipment; and

WHEREAS, Section 337.401(7)(d)(12), Florida Statutes, provides that a local government may adopt by ordinance provisions for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, City liability, and City warranties, provided such provisions are reasonable and nondiscriminatory; and

WHEREAS, it is the City's intent to exercise its authority over communications services providers, communications facility providers, and pass-through providers' placement and maintenance of communications facilities in its rights-of-way; and

WHEREAS, it is the City's further intent to treat each such communications services provider in a reasonable, nondiscriminatory, and competitively-neutral manner in exercising such authority; and

WHEREAS, the City's rights-of-way are essential for the travel of persons and the transport of goods throughout the City and are a unique and physically-limited resource requiring proper management by the City in order to maximize efficiency, minimize costs to City taxpayers for the foregoing uses, reasonably balance the potential inconvenience to and negative effects upon the public from the placement and maintenance of communications facilities in the rights-of-way against the substantial benefits that accrue from such placement and maintenance, and promote the public health, safety, and general welfare; and

WHEREAS, it is the City's intent to implement the Advanced Wireless Infrastructure Deployment Act as provided in Section 337.401(7), Florida Statutes; and

WHEREAS, it is the further intent of the City to exercise its authority to adopt reasonable and nondiscriminatory rules and regulations to the fullest extent allowed by Federal and State law; and

WHEREAS, the City has reviewed its Code of Ordinances, and has received input from representatives of the communications service industry and other interested stakeholders, and as a result of the foregoing has concluded that the City's Code of Ordinances and the City's Land Development Code must be updated, in conformance with Federal and State laws and rules, in order to adequately regulate the placement and maintenance of existing, new, and expanded communications facilities in the City's rights-of-way; and

WHEREAS, adoption of the following Ordinance is necessary to satisfy the above objectives;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA:

Section 1. The City Council finds and declares that all statements in the preamble of this Ordinance are true and correct.

Section 2. Chapter 21 of the Land Development Regulations of the City of Umatilla is hereby created to read:

CHAPTER 21: COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY

Section 1: Purpose and Intent.

The City hereby makes and declares the following findings and declares its legislative intent as follows: (1) The Public Rights-of-Way within the City are a unique and physically-limited resource and an important amenity that are critical to the travel and transport of Persons and property in the City; (2) the demand for telecommunications services has grown exponentially in recent years, which may include the placement of telecommunications equipment and facilities in the Public Rights-of-Way; and (3) the use and occupancy of the Public Rights-of-Way by providers of Communications Services must be subject to regulation which can ensure minimal inconvenience to the public, coordinate users, maximize available space, reduce maintenance and costs to the public, and facilitate entry of an optimal number of providers of cable, telecommunications, and other services in the public interest.

In order to promote the health, safety, and general welfare, the City finds that it is necessary to: (1) provide for the Placement or Maintenance of Communications Facilities in the Public Rights-of-Way within the City limits; (2) adopt and administer reasonable rules, regulations, and general conditions not inconsistent with applicable State and Federal law; (3) manage the Placement and Maintenance of Communications Facilities in the Public Rights-of-Way by all Communications Services Providers; (4) minimize disruption to the Public Rights-of-Way; and (5) require the restoration of the Public Rights-of-Way to the delineated specifications stipulated in the Permit.

Section 2: Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Abandonment* means the cessation of all uses of a Communications Facility for a period of one hundred eighty (180) or more consecutive days; provided that, this term shall not include cessation of

all use of a Facility within a physical structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be “Abandonment” of a Facility in the Public Rights-of-Way. The terms Abandonment or Abandoned are not intended to include a Dropped Line from a potential or existing customer in the event the Communications Services Provider, Wireless Infrastructure Provider, or Pass-through Provider reasonably anticipates future use of the Dropped Line.

(2) *Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

(3) *Affiliate* means each Person, directly or indirectly, controlling, controlled by, or under common control with a Communications Services Provider that is Registered with the City; provided that Affiliate shall in no event mean any limited partner, member, or shareholder holding an interest of less than fifteen (15) percent in such Communications Services Provider.

(4) *Applicable Codes* means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this Chapter. The term includes objective design standards adopted by ordinance which may require that a new Utility Pole replacing an existing Utility Pole be of substantially similar design, material, and color, or that ground-mounted equipment meet reasonable spacing requirements. The term includes objective design standards adopted by ordinance which may require a Small Wireless Facility to meet reasonable location context, color, stealth, and concealment requirements.

(5) *Applicant* means any Person who submits an Application to the City for a permit to locate a Communications Facility or Utility Pole within the Public Rights-of-Way or to Collocate Small Wireless Facilities within the Public Rights-of-Way.

(6) *Application* means a request submitted by an Applicant to the City for a permit to locate a Communications Facility or Utility Pole within the Public Rights-of-Way or to Collocate Small Wireless Facilities within the Public Rights-of-Way.

(7) *As-built Plans* means a set of drawings in a format as specified by the Department Director submitted upon completion of a project and such drawings reflect all changes made during the construction process, and show the exact dimensions, depth, geometry, and location of all elements of the work completed under the permit.

(8) *Cable Service* means the one-way transmission to subscribers of Video Programming or any other programming service; and subscriber interaction, if any, that is required for the selection or use of such Video Programming or other programming service.

(9) *Cable Service Provider* means a Person that provides Cable Service over a Cable System.

(10) *Cable System* means a Facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple subscribers within a community, but such term does not include: a Facility that serves only to retransmit the television signals of one or more television broadcast stations; a Facility that serves only subscribers in one or more multiple-unit dwellings under common ownership, control, or management, unless such Facility uses any Public

Rights-of-Way; a Facility that serves subscribers without using any Public Rights-of-Way; a Facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Federal Communications Act of 1934 except such Facility shall be considered a Cable System other than for purposes of 47 U.S.C. § 541(c) to the extent such Facility is used in the transmission of Video Programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; any Facilities of any electric utility used solely for operating its electric utility systems; or an open video system that complies with 47 U.S.C. § 573.

(11) City means the City of Umatilla, a municipal corporation organized and existing under the laws of the State of Florida. Under this section:

a. City Manager means the City Manager or designee.

b. Department Director means the Public Works Director, or person retained by the Public Works Director, qualified to take the specific actions as required for in this article.

(12) City Utility Pole means a Utility Pole owned by the City in the Public Rights-of-Way.

(13) Collocate or Collocation means to install, mount, maintain, modify, operate, or replace one or more Wireless Facilities on, under, within, or adjacent to a Wireless Support Structure or Utility Pole. The term does not include the installation of a new Utility Pole or Wireless Support Structure in the Public Rights-of-Way.

(14) Communications Facility, Facility, or Facilities means any portion of a Communications System located in the Public Rights-of-Way.

(15) Communications Services means the definition ascribed thereto in Section 202.11(1), Florida Statutes, as may be amended, and also includes, but is not limited to, Wireless Services as defined herein.

(16) Communications Services Provider means: (a) any Person, municipality, or county providing Communications Services through the use and operation of a Communications System or Communications Facilities installed, placed, and maintained in the Public Rights-of-Way, regardless of whether such System or Facilities are owned or leased by such Person, municipality, or county and regardless of whether such Person, municipality, or county has registered with the Florida Department of Revenue as a provider of Communications Services in Florida pursuant to Chapter 202, Florida Statutes; and (b) any Person, municipality, or county who constructs, installs, places, maintains, or operates Communications Facilities in the Public Rights-of-Way but who does not provide Communications Services, including, for example, a company that places “dark fiber” or conduit in the Public Rights-of-Way and leases or otherwise provides those Facilities to another company that does provide Communications Services.

(17) Communications System or System means any permanent or temporary plant, equipment, and property placed or maintained in the Public Rights-of-Way that is occupied or used, or is capable of being occupied or used, by a Communications Services Provider for the purpose of producing, conveying, routing, transmitting, receiving, amplifying, distributing, providing, or offering Communications Services, including, but not limited to, cables, wires, lines, conduits, fiber optics, antennae, radios, and any associated poles, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, and other plant, equipment, and pathway.

(18) Construct or Construction means to construct, install, place, or excavate Utility Poles, utility facilities, Communications Facilities, or other physical features on, above, within, or under any part of the Public Rights-of-Way.

(19) Dealer means any Person, municipality, or county providing Communications Services to an end user within the City through the use and operation of Communications Facilities installed, Placed, and Maintained in the Public Rights-of-Way, whether owned or leased, and who has registered with the Florida Department of Revenue as a provider of Communications Services pursuant to Chapter 202, Florida Statutes.

(20) Department means the Public Works Division of the City of Umatilla.

(21) Dropped Line means a Wireline Facility leading from a Utility Pole to a building and terminating in said building at a height of 13'6".

(22) Emergency means a condition that poses clear and immediate danger to the life, safety, or health of one or more persons, or poses clear and immediate danger of significant damage to property.

(23) Excavation or other similar formulation of that term means the cutting, trenching, or other disturbance to the Public Rights-of-Way intended to change the grade or level of land or which causes any cavity, gap, depression, penetration, or hole in the surface of the Public Rights-of-Way.

(24) Existing Structure means a structure within the Public Rights-of-Way that exists at the time an Application to place a Communications Facility on the preexisting structure is filed with the City.

(25) FCC means the Federal Communications Commission.

(26) Government means the United States of America, the State of Florida, counties, municipalities, and any of their respective agencies, departments, or bureaus.

(27) In the Public Rights-of-Way means in, along, on, over, under, across, or through the Public Rights-of-Way.

(28) Micro Wireless Facility means a Small Wireless Facility having dimensions no larger than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height and an exterior antenna, if any, no longer than eleven (11) inches.

(29) Pass-through Facilities means the Facilities for a Communications System that merely pass through the City from one point to another point and from which no revenues are directly attributable to subscribers or other carriers within the City.

(30) Pass-through Provider means any Person, municipality, or county that places or maintains a Communications System or Communications Facilities in the Public Rights-of-Way but who does not provide Communications Services to an end user within the corporate limits of the City.

(31) Person means any individual, firm, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, association, corporation, company, organization, or legal entity of any kind, including any Affiliate, successor, assignee, transferee, or personal representative thereof, and all other

groups or combinations, and shall include the City to the extent that the City acts as a Communications Services Provider.

(32) Placement or Maintenance shall be broadly construed to include, among other things, Construction, erection, extension, expansion, grading, inspection, installation, location, maintenance, occupation, operation, placement, reconstruction, reconfiguration, relocation, removal, repair, replacement, undergrounding, trenching, or Excavation. Any Communications Services Provider that owns, leases, or otherwise controls the use of a Communications System or Facility in the Public Rights-of-Way, including the physical control to maintain and repair, is “placing or maintaining” a Communications System or Facility. A Person providing service only through buying wholesale and then reselling is not “placing or maintaining” the Communications Facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the Public Rights-of-Way does not constitute “placing or maintaining” Facilities in the Public Rights-of-Way.

(33) Public Rights-of-Way means a road, street, highway, bridge, tunnel, or alley that is owned by the City, publicly held by the City, or dedicated to the City for public use and over which the City has jurisdiction and control and may lawfully grant access pursuant to applicable law, and includes the space above, at, or below the surface of such right-of-way. “Public Rights-of-Way” shall not include: (a) county, State, or Federal right-of-way; (b) property owned by any Person other than the City; (c) platted utility easements that are not part of dedicated Public Rights-of-Way; (d) service entrances or driveways leading from the road or street onto adjoining property; or (e) except as described above, any real or personal property of the City, such as, but not limited to, City parks, buildings, fixtures, conduits, sewer lines, facilities, or other structures or improvements, regardless of whether they are situated in the Public Rights-of-Way.

(34) Public Service Commission or PSC means the agency for the State of Florida charged with the powers and duties conferred upon it by Chapter 364, Florida Statutes.

(35) Record Drawings means a final and complete drawing accurately depicting the improvements as constructed. Record Drawings are not required to be signed and sealed by a Professional Surveyor and Mapper.

(36) Registration or Register means the process described in Section 3 herein whereby a Communications Services Provider provides certain information to the City. A Registrant is the Communications Services Provider filing for Registration with the City.

(37) Reseller means a Person who has entered into an agreement with a Registrant to utilize the Registrant’s Communications Facility to provide Communications Services.

(38) Shroud means a covering or enclosure of a Utility Pole, Small Wireless Facility, and/or equipment associated with a Communications Facility other than the Antenna.

(39) Signage means any display of characters, ornamentation, letters, or other display such as, but not limited to, a symbol, logo, picture, or other device used to attract attention, or to identify, or as an advertisement, announcement, or to indicate directions, including the structure or frame used in the display. The term Signage shall not include identification of the owner and contact information of the Communications Services Provider, or identification of wires, cables, etc., necessary to aid in safety or hazard work or maintenance or repair work of the Communications Facility.

(40) *Small Wireless Facility* means a wireless facility that meets the following qualifications: (a) each Antenna associated with the Facility is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of Antennas that have exposed elements, each Antenna and all of its exposed elements could fit within an enclosure of no more than six (6) cubic feet in volume; and (b) all other wireless equipment associated with the Facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and Utility Poles or other support structures.

(41) *Stealth Design* means a method of camouflaging any tower, Antenna, or other Communications Facility, including, but not limited to, supporting electrical or mechanical equipment, or Utility Pole which is designed to enhance compatibility with the surrounding neighborhood and to be as visually unobtrusive as possible.

(42) *Utility Pole* means a pole or similar structure used in whole or in part to provide Communications Services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights, but does not include any horizontal structures upon which are attached signal lights or other traffic control devices, and does not include any pole or similar structure fifteen (15) feet in height or less unless the City grants a waiver for the pole.

(43) *Video Programming* means programming provided by, or generally considered comparable to programming provided by, a television broadcast station as set forth in 47 U.S.C. § 522(20).

(44) *Video Service* means Video Programming services, including cable services, provided through Wireline Facilities located at least in part in the Public Rights-of-Way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d), or Video Programming provided as part of and via a service that enables end users to access content, information, electronic mail, or other services offered over the public Internet.

(45) *Video Service Provider* means an entity providing Video Service.

(46) *Wireless Facilities* means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, Antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes Small Wireless Facilities. The term does not include: (a) the structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated; or (b) wireline backhaul facilities; or (c) coaxial or fiber-optic cable that is between wireless structures or Utility Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna.

(47) *Wireless Infrastructure Provider* means a Person who has been certificated to provide telecommunications service in the State of Florida, and who builds or installs wireless communication transmission equipment, Wireless Facilities, or Wireless Support Structures, but is not a Wireless Services Provider.

(48) Wireless Provider means a Wireless Infrastructure Provider or a Wireless Services Provider.

(49) Wireless Services means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using Wireless Facilities.

(50) Wireless Services Provider means a Person who provides Wireless Services.

(51) Wireless Support Structure means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting Wireless Facilities. The term does not include a Utility Pole.

(52) Wireline Facilities means an aerial facility used to provide Communications Services.

(53) Wrap means an aesthetic covering depicting scenic imagery such as vegetation, which blends with the surrounding area. Imagery in a Wrap may not contain any advertising.

Section 3: Registration.

A Communications Services Provider, Wireless Infrastructure Provider, or a Pass-through Provider that desires to Place or Maintain a Communications Facility in the Public Rights-of-Way shall first, before being eligible to receive a permit to conduct work in the Public Rights-of-Way or perform any work exempt from the permitting requirements pursuant to this Chapter, Register with the City in accordance with this Section. Subject to the provisions prescribed in this Chapter, a Communications Services Provider that has properly Registered may apply for a permit to Place or Maintain a Communications System or Facilities in the Public Rights-of-Way.

(a) Every Communications Services Provider that desires to Place or Maintain Communications Facilities in the Public Rights-of-Way, including any Pass-through Provider, shall register with the City's Public Works Office and shall submit the following information and documentation:

(1) The name of the Applicant under which it will transact business in the City and, if different, in the State of Florida;

(2) The name, address, and telephone number of the Applicant's primary contact Person and the Person to contact in case of an Emergency;

(3) A statement of whether the Applicant is a pass-through provider as defined in Section 2 of this Chapter;

(4) The Applicant's federal employer identification number;

(5) The number of the Applicant's certificate of authorization or license to provide Communications Services issued by the Florida Public Service Commission, the Federal Communications Commission, or the Department of State;

(6) Evidence of the Applicant's insurance coverage as required under this Chapter.

(b) The City shall review the information submitted by the Applicant. Such review shall be by the City Manager or his or her designee. If it is found that the Applicant complied with the requirements in subsection (a) above, the Registration shall be effective and the City shall notify the Applicant of the effectiveness of Registration in writing. If the City determines that the Applicant is not in compliance, the City shall notify the Applicant in writing of the non-effectiveness and denial of Registration and the reasons therefor. The City shall so reply to an Applicant within thirty (30) days after receipt of the Registration and all required information from the Applicant. Non-effectiveness and denial of Registration shall not preclude an Applicant from reapplying or filing subsequent applications for Registration under the provisions of this section.

(c) An effective Registration does not, and shall not be construed to, convey equitable or legal title in the Public Rights-of-Way to any Communications Services Provider. Registration under this Chapter governs only the Placement or Maintenance of a Communications System or Communications Facilities in the Public Rights-of-Way. Other ordinances, codes, or regulations may apply to the Placement or Maintenance in the Public Rights-of-Way of facilities that are not part of a Communications System. Registration does not excuse a Communications Services Provider from obtaining appropriate access or pole attachment agreements before locating its Facilities on those facilities or property belonging to the City or another Person. Registration does not excuse a Communications Services Provider from complying with all other applicable City ordinances, codes, or regulations, including the rules, regulations, and general conditions set forth in this Chapter.

(d) A Communications Services Provider may cancel a Registration upon written notice to the City stating that it will no longer Place or Maintain a Communications System or any Communications Facilities in the Public Rights-of-Way and will no longer have a need to apply for a permit to perform Construction or other work in the Public Rights-of-Way. A Communications Services Provider cannot cancel a Registration if it intends to continue Placing or Maintaining a Communications System or any Communications Facilities in the Public Rights-of-Way.

(e) Registration, in and of itself, does not establish a right to Place or Maintain or a priority for the Placement or Maintenance of a Communications System or any Facility in the Public Rights-of-Way, but shall establish for the Communications Services Provider a right to apply for a permit from the City. Registrations are expressly subject to any future amendment to or replacement of this Chapter and further subject to any additional City ordinances, as well as any State or Federal laws that may be enacted.

(f) Each Communication Services Provider that has complied with the Registration requirements of this Chapter shall renew their registration once every five years. In addition, within thirty (90) days of any change in the information required to be submitted pursuant to subsection (a) above, a Communications Services Provider shall provide updated information to the City. If no information in the then-existing Registration has changed, the renewal may state that no information has changed. Failure to renew a Registration may result in the City restricting the issuance of additional permits until the Communications Services Provider has complied with the Registration requirements of this section.

(g) In accordance with applicable City ordinances, codes, or regulations, a permit is required for a Communications Services Provider to Place or Maintain a Communications Facility in the Public Rights-of-Way. An effective Registration shall be a condition of obtaining such a permit.

Notwithstanding an effective Registration, all permitting requirements shall apply, including the requirement to pay for any such permits, unless otherwise provided by resolution or ordinance of the City. A permit may be obtained by or on behalf of the Communications Services Provider having an effective Registration if all permitting requirements of the City and other provisions of this Chapter are met.

Section 4: Unregistered Providers.

To the extent that a Communications Services Provider, Wireless Infrastructure Provider, or Pass-through Provider is not Registered consistent with Section 3 above, said Person shall register with the City within ninety (90) days from the effective date of this Ordinance. No new permits shall be issued to unregistered Persons with Communications Facilities within the Public Rights-of-Way and such Persons may be subject to the enforcement remedies set forth in this Chapter.

Section 5: Notice of Transfer, Sale, or Assignment of Assets.

If a Communications Services Provider transfers, sells, or assigns its System or any Facilities located in the Public Rights-of-Way incident to a transfer, sale, or assignment of the Communications Services Provider's assets, the transferee, buyer, or assignee shall be obligated to comply with the provisions set forth in this Chapter. Written notice of any such transfer, sale, or assignment shall be provided by the Communications Services Provider to the City Manager within thirty (90) days after the effective date of such transfer, sale, or assignment. If the transferee, buyer, or assignee is not currently Registered with the City, then the transferee, buyer, or assignee must Register as provided in Section 3 within sixty (90) days of the effective date of such transfer, sale, or assignment. If any Applications for a permit are pending under the Communications Services Provider's name as of the date the City receives written notice of the transfer, sale, or assignment, then the City shall consider the transferee, buyer, or assignee as the new Applicant unless otherwise notified by the Communications Services Provider.

Section 6. Rules, Regulations, and General Conditions to Placement of Communications Systems and Facilities in the Public Rights-of-Way.

As a condition of allowing the Placement or Maintenance of a Communications System or any Communications Facility in the Public Rights-of-Way, and under additional authority granted pursuant to Chapter 337, Florida Statutes, the City hereby imposes the following rules, regulations, and general conditions. Unless otherwise provided in this section, these rules, regulations, and general conditions shall apply to all Communications Services Providers, including those that are Pass-through Providers, irrespective of whether they place and maintain only conduit, dark fiber, or Pass-through Facilities.

(a) Rules on Utilization of the Public Rights-of-Way.

(1) Compliance with Laws. A Communications Services Provider shall at all times be in full compliance with and abide by all applicable Federal, State, and local laws, codes, and regulations in Placing or Maintaining a Communications System or Communications Facilities in the Public Rights-of-Way.

(2) Due Care. A Communications Services Provider shall use and exercise due caution, care, and skill in performing work in the Public Rights-of- Way and shall take all reasonable steps to safeguard work site areas.

(3) Permits. A Communications Services Provider shall not commence to Place or Maintain a Communications Facility in Public Rights-of-Way until all applicable permits have been issued by the City and other appropriate authority, with the exception of the activities specifically listed below that do not cause any obstruction or redirection of normal traffic flow in excess of four (4) hours:

a. Emergency actions, with the City reserving authority to require an after-the-fact permit based upon plans and Record Drawings and As-built Plans, if required by the Department Director, showing the placement or relocation of a Communications Facility undertaken in connection with the Emergency;

b. Routine maintenance and/or repair of Communications Facilities and/or Utility Poles authorized to be located within the Public Rights-of-Way;

c. Replacement of existing Wireless Facilities with Wireless Facilities that are substantially similar in design, material, and color, and of the same or smaller size; or

d. Installation, Placement, Maintenance, or replacement of Micro Wireless Facilities that are suspended on cables strung between existing Utility Poles in compliance with Applicable Codes by or for a Communications Services Provider authorized to occupy the Public Rights-of-Way and who is remitting taxes pursuant to Section 202.19, Florida Statutes.

e. A Person shall be allowed to Place or Maintain a Dropped Line within the Public Rights-of-Way without first obtaining a permit if such proposed work does not involve Excavation, or the closure of a sidewalk or vehicle lane.

f. Notwithstanding this section, the City may require a right-of-way permit for work that involves Excavation, or closure of a sidewalk and/or vehicular lane(s).

(4) Emergency action. Any Person who performs work in the Public Rights-of-Way in connection with an emergency action without a permit shall immediately notify the City of the emergency action. The Person shall cease all work immediately upon completion of the emergency action. The Person shall also cease all work immediately upon receipt of a City stop work order determining the situation does not involve an Emergency or that the emergency action is no longer warranted.

(5) Unlawful continuance. Any Person who actively continues any work after having been served with a stop work order, except such work as that Person is directed by the City to perform to remove a violation or unsafe condition, shall be subject to penalties as provided by the City Code. The City retains all available legal remedies to abate the work.

(6) Application for a Permit. Prior to the issuance of a Permit to allow the Placement or Maintenance of a Communications System or Facility in the Public Rights-of-Way, the City has the right to first review and consider, and the Communications Services Provider shall provide, all of the following:

a. The expected dates and times when the Communications Facility will be installed and the estimated time needed for Construction and Placement of the proposed Communications Facility;

b. The location of the proposed Communications Facility, the Public Rights-of-Way affected, and a description of the Communications Facility, including the type of Communications Facility (e.g., conduit, fiber, twisted pair, etc.), the number of fibers or other cable being installed, the depth, and the approximate size of the Communications Facility (e.g., length, height, width, depth, and diameter); and

c. Plans, drawings, photographs, and schematics (including cross section layout) prepared by a qualified engineer or technician showing where the Communications Facility is proposed to be located in the Public Rights-of-Way and showing any known Communications Facilities or utility facilities in such Public Rights-of-Way.

d. Temporary sidewalk closure plan. The Applicant shall provide a temporary sidewalk closure plan, if appropriate, to accommodate Placement or Maintenance of the Communications Facility.

e. Temporary maintenance of traffic plan. The Applicant shall provide a temporary traffic lane closure and maintenance of traffic plan, if appropriate, to accommodate Placement or Maintenance of the Communications Facility.

f. Restoration plan and cost of restoration of the Public Rights-of-Way. A restoration plan and a good faith estimate of the cost of restoration of the Public Rights-of-Way to accommodate Placement and Maintenance of the Communications Facility shall be provided. Such good faith estimate shall be accepted by the City unless the City determines such estimated costs are not representative of the actual costs of the restoration of the Public Rights-of-Way.

g. Timetable for construction or installation and intended areas of service. A timetable for Placement or Maintenance of the proposed Communications Facility, or each phase of the proposed Placement or Maintenance such Communications Facility, shall be provided, together with a description of the intended areas of service.

h. Registrant agrees to indemnification. A statement shall be included within the Application that, by execution of the Application and by applying for the permit, the Registrant agrees to be bound to the City with respect to the indemnification provisions set forth in Section 15 as though such indemnification provisions are set forth verbatim in the Application.

i. Airport Airspace Protection. The Applicant shall comply with Chapter 333, Florida Statutes, and all Federal regulations pertaining to airport airspace protections.

j. Information regarding height limitations. For a Wireless Support Structure, the Applicant shall provide information regarding the heights of other Utility Poles located in the same Public Rights-of-Way, measured from grade in place within five hundred (500) feet of the proposed location of the Wireless Support Structure. If there is no Utility Pole within five hundred (500) feet of the proposed location of the Wireless

Support Structure, the Applicant shall certify the same. Upon such certification by the Applicant, approval of the proposed location shall be in the discretion of the Department. The maximum height of wireless support structures shall be fifty (50) feet measured from grade.

k. Additional information as reasonably required for review of an Application. Such additional information as the Department Director finds reasonably necessary to demonstrate the Applicant's compliance with Applicable Codes, local laws, and regulations, and State and Federal law with respect to the Placement or Maintenance of the Communications Facility that is the subject of the Application may be required to be submitted for the City to complete a review of such Application.

(7) Waiver of Standards for At-grade Communications Facilities, Below-grade Communications Facilities, Wireline Facilities, Utility Poles, and Wireless Support Structures.

a. The waiver provisions listed in this subsection apply in those circumstances where a Communications Services Provider or Pass-through Provider's use of the Public Rights-of-Way is impaired by strict application of the requirements of this Chapter.

b. A request for a waiver shall be filed contemporaneously with the Application. The request for a waiver shall contain each section or subsection of this Chapter for which a waiver is being sought. A request for a waiver shall include the following information:

1. A detailed explanation, with supporting engineering or other data, as to why a waiver from the requirements of this Chapter is required, including a detailed explanation addressing the relevant criteria to be considered by the City Council as provided in subsection (d) below;

2. Distances of the proposed Communications Facility from the edge of pavement, sidewalks, and/or multi-purpose trails;

3. Design of the proposed Communications Facility with particular reference to achieving compatibility with the surrounding neighborhood and eliminating adverse visual impacts on the surrounding neighborhood; and

4. Any other information the City Manager may reasonably require to process the request for a waiver.

c. The City Manager shall review the request for a waiver and shall prepare a recommendation for the City Council on the request for the waiver.

d. The City Council shall grant or deny a request for a waiver within forty-five (45) days after the date of the request unless the Applicant consents to a later date. The City Council shall consider the following criteria when determining whether to grant or deny a waiver:

1. Any special conditions and circumstances affecting the proposed site which prevent compliance with the section or subsection for which a waiver is being sought;

2. The compatibility of the proposed Communications Facility for which the waiver is sought with adjacent properties and the surrounding neighborhood;

3. Whether there are excessive expenses associated with compliance with the section or subsection for which a waiver is being sought; and

4. Whether the proposed waiver preserves to the City flexibility in its management of its Public Rights-of-Way.

e. In granting any waiver, the City Council may impose conditions to the extent the City Council concludes such conditions are necessary to minimize any adverse effects of the proposed Communications Facility on the surrounding neighborhood, or to protect the health, safety, and welfare of the public.

(8) Revised Plans. If the plans or drawings submitted showing the proposed location for installation of the Facility in the Public Rights-of-Way require revision for any reason prior to commencing Construction, the Communications Services Provider shall promptly submit revised plans and drawings to the Department Director.

(9) Power to Restrict Area. To the extent not otherwise prohibited by State or Federal law, the City shall have the power to prohibit or limit the Placement of new or additional Communications Facilities within a particular area of the Public Rights-of-Way and deny the issuance of a permit.

(10) Limited Purpose of Permit. A permit issued by the City constitutes authorization to undertake only certain activities in Public Rights-of-Way in accordance with this Chapter, and does not create any property right or other vested interest, or grant authority to impinge upon the rights of others who may have an interest in the Public Rights-of-Way. A permit shall be granted only for specific routes or locations in the Public Rights-of-Way and for such term as described in the permit. The City's issuance of a permit shall not be construed as a warranty that the Placement of any Communications Facility is in compliance with Applicable Codes, regulations, or laws.

(11) Responsibility for Contractors. Every Communications Services Provider that is Registered with the City shall be liable for the actions of contractor(s) hired by them to perform the Placement or Maintenance of Facilities in the Public Rights-of-Way and shall be responsible for making sure that such contractor meets and complies fully with the rules, regulations, and general conditions set forth in this Chapter.

(a) Regulations on the Placement or Maintenance of Communications Facilities.

(1) Provision and Form of Record Drawings and As-built Plans. Within forty-five (45) days after completion of any Placement or Maintenance of a Communications Facility in the Public Rights-of-Way, the Communications Services Provider shall provide the City with Record Drawings showing the final location of such Facility in the Public Rights-of-Way, including

exact GPS coordinates. Upon request by the Department Director, the Communications Services Provider shall also provide the City with As-built Plans within forty-five (45) days after completion of any Placement or Maintenance of a Communications Facility in the Public Rights-of-Way. The Record Drawings and As-built Plans shall be provided to the City at no cost.

(2) Removal of Facilities Placed Without Permit. Any Communications Facilities placed in the Public Rights-of-Way by the Communications Services Provider without first having obtained the required permit shall be removed by the Communications Services Provider within thirty (30) days of written notice from the City to remove the same and, in default of compliance with such notice, such Facilities may be removed by order of the Department Director and the cost of removal shall be borne and paid by the Communications Services Provider upon demand.

(3) General Stealth Design requirements for Communications Facilities within Public Rights-of-Way.

a. Antennae(s) shall be slim design and shall not exceed the diameter of the pole at the point of attachment to which it/they are attached;

b. Electric meters and disconnect switches may be mounted on the exterior of the pole and shall be concealed with use of Shrouds that are similar to the pole color and texture;

c. To the maximum extent possible, exposed wires, cables, conduits, and other electronic or mechanical attachments shall be placed internal to the pole or concealed with use of a Shroud or Wrap that is similar to the color and texture of the pole;

d. Other components, such as back-haul or cooling equipment, where housed above-ground, shall be placed within a cabinet, box, or other container that is concealed with a Wrap or Shroud that is similar to the pole color or includes other imagery in context with the location of equipment (*i.e.*, imagery of vegetation, architectural/geometrical patterns, or equivalent);

e. Aerial electrical power and fiber connections for new Communications Facilities are not permitted where the majority of utilities have been under-grounded; and

f. The use of wooden poles for Placement or Maintenance of new Communications Facilities is prohibited.

(3) Placement in relation to adjacent uses of property and building facades. Where parking and/or loading spaces are not permitted between a building façade and the corresponding property line (*i.e.*, front façade and front property line, side street façade and side street property line), or such spaces do not exist in those locations on existing properties, new Communications Facilities and new Utility Poles shall be placed in-line with the common, interior side lot lines and shall not be placed in-line with the front/principal façade of a residence, place of business, or any other principal use building, as defined in this Code.

(4) Location context. A proposed Communications Facility shall utilize the following location context requirements:

a. Installation at outermost boundary of Public Rights-of-Way. At-grade Communications Facilities, Utility Poles, and Wireless Support Structures shall be placed at the farthest distance practicable from the edge of pavement unless the proposed type of Facility has a designated corridor within the Public Rights-of-Way.

b. Equidistant requirement. Utility Poles and Wireless Support Structures shall be placed equidistant between existing Utility Poles or Wireless Support Structures, if any, within the Public Rights-of-Way; provided that, this requirement shall not limit the placement of Small Wireless Facilities by imposing minimum separation distances.

c. Common property line. For Placement within residential blocks, Utility Poles shall be placed at the common property line of the parcels that abut the Public Rights-of-Way.

d. Prohibition against Placement that significantly impairs view from principal structures within residential blocks. At-grade Communications Facilities, Utility Poles, and Wireless Support Structures shall be located such that views from principal structures within residential blocks are not significantly impaired.

e. Prohibition against Placement within a location subject to homeowners' association restrictions. Wireless Support Structures shall not be placed in a location subject to covenants, restrictions, articles of incorporation, or bylaws of a homeowners' association unless specifically authorized by the homeowners' association.

f. Prohibition against Placement in location where Facilities are placed underground. To the fullest extent permitted by law, at-grade Communications Facilities, Wireline Facilities, and Utility Poles in the Public Rights-of-Way shall comply with nondiscriminatory undergrounding requirements of the City that prohibit aboveground structures in the Public Rights-of-Way.

(5) Grounding rods and pull boxes. The grounding rod may not extend above the top of sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit. All pull boxes shall be vehicle load bearing, comply with FDOT Standard specification 635, and be listed on the FDOT Approved Products List. A concrete pad shall be installed around all pull boxes not located in the sidewalk. No new or replacement pull boxes shall be located in pedestrian ramps.

(6) Other associated ground-mounted facilities and equipment. Ground-mounted equipment for Small Wireless Facilities shall be located within a ten (10) foot radius of the Utility Pole supporting such Facility and, if possible, in areas with existing foliage or other aesthetic features to obscure the view of the ground-mounted equipment. The ground-mounted equipment shall use Wrap that is similar to the pole color. If the City has a planned future project to replace Facilities or equipment in the subject Public Rights-of-Way, the replacement Facilities or equipment proposed in the Application shall conform to the City's updated design, material, and color.

(7) Signs. No signs shall be permitted on or attached to Communications Facilities or Utility Poles in Public Rights-of-Way, unless otherwise required by Federal or State law. Any Existing

Structure or Facility that lawfully supports signs on the effective date of this Ordinance may continue to support such signs, as otherwise permitted by City code or State or Federal law, as may be amended.

(8) Separation from driveways and hydrants. Communications Facilities and Utility Poles shall be located at least ten (10) feet from a driveway apron and at least thirty (30) feet from a fire hydrant.

(9) Additional Placement and Maintenance Standards. The Placement or Maintenance of Communications Facilities in the Public Rights-of-Way shall be performed in accordance with the standards and requirements of the following, as is applicable and as each is in force at the time of the respective Placement or Maintenance of a Communications System or Facility:

- a. the Florida Department of Transportation Utilities Accommodation Guide;
- b. the State of Florida Manual of Uniform Minimum Standards for Design Construction and Maintenance for Streets and Highways;
- c. the Trench Safety Act (Chapter 553, Florida Statutes);
- d. the Underground Facility Damage Prevention and Safety Act (Chapter 556, Florida Statutes);
- e. the National Electrical Code or the ANSI National Electrical Safety Code; and
- f. the “Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines” established by the Department of Commerce, Bureau of Standards of the United States.

(10) Sunshine State One-Call. Every Communications Services Provider shall utilize and, if permissible, maintain membership in the utility notification one-call system administered by Sunshine State One-Call of Florida, Inc.

(11) Sufficiency of space. An Application for a permit for Placement of Communications Facilities is also subject to the City’s consideration of the following standards and minimum requirements regarding present and future use of the Public Rights-of-Way:

- a. Sufficiency of space to accommodate present and pending Applications for use of the Public Rights-of-Way. The sufficiency of space to accommodate all of the present and pending Applications to place Wireless Support Structures, Utility Poles, and other at-grade and below-grade structures within the subject area of the Public Rights-of-way;
- b. Sufficiency of space to accommodate the need for projected public improvements. The sufficiency of space to accommodate City plans for public improvements or projects adopted as part of the City’s schedule of capital improvements or other approved capital improvements lists as part of the Comprehensive Plan; and

c. Impact on traffic and traffic and pedestrian safety. The impact on traffic and traffic and pedestrian safety will be evaluated by the City. The evaluation will include, without limitation, potential traffic interference on the safe and efficient movement of people and property that will endanger the health, safety, and general welfare of the public, and interference with sight lines or clear zones for transportation, pedestrians or public safety purposes.

(12) Safety and Minimal Interference. All Placement and Maintenance of Communications Facilities in the Public Rights-of-Way shall be subject to this Code and other regulations of the City pertaining thereto, and shall be performed with the least possible interference with the use and appearance of the Public Rights-of-Way and the rights and reasonable convenience of the property owners who abut or adjoin the Public Rights-of-Way and in compliance with the rules and regulations of the Florida Department of Transportation. The Communications Services Provider shall at all times employ reasonable care and use commonly-accepted methods and devices for preventing failures and accidents which are likely to cause damage or injury or be a nuisance to the public. Suitable barricades, flags, lights, flares, or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. All Placement and Maintenance shall be done in such a manner as to minimize to the greatest extent any interference with the usual travel on such Public Rights-of-Way. The use of trenchless technology (i.e., microtunneling and horizontal directional drilling techniques) for the installation of Communications Facilities in the Public Rights-of-Way, as well as joint trenching or the co-location of Facilities in existing conduit, is strongly encouraged, and should be employed wherever and whenever feasible.

(13) Correction of Harmful Conditions. If, at any time, the City or other authority of competent jurisdiction reasonably determines that any Communications Facility is causing, or has caused, a condition that is harmful to the health, safety, or general welfare of any Person, then the Communications Services Provider shall, at its own expense, promptly correct or eliminate all such Facilities and conditions. In an Emergency, as determined by the Department Director, when the Communications Services Provider is not immediately available or is unable to provide the necessary immediate repairs to any Communications Facility that is damaged or malfunctioning, or has caused a sunken area or other condition which, in the Department Director's sole discretion, is deemed a threat to public safety, then the Department Director, when apprised of such an Emergency, shall have the right to remove, make repairs to, or eliminate same with the total cost being charged to and paid for by the Communications Services Provider upon demand.

(14) Remedy of Hazardous Conditions. If, at any time, a condition exists that the City or other authority of competent jurisdiction reasonably determines is an Emergency that is potentially hazardous or life threatening to any Person or is a threat to the health or safety of the general public, and to remedy such condition the City or other authority of competent jurisdiction reasonably determines that a Communications Services Provider must temporarily relocate or temporarily shut off service or transmissions through a specific Facility, then the City, as an appropriate exercise of its police powers, may order the Communications Services Provider to immediately perform such temporary relocation or shut off until the condition has been remedied, and to do so at its own expense and without liability to or recourse against the City. In such an Emergency, when the Communications Services Provider is not immediately available or is unable to provide the necessary immediate relocation or shut off of the specific Communications Facility, then the Department Director shall have the right to perform, or

cause to be performed, such temporary relocation or shut off until the condition has been remedied with the total cost being charged to and paid for by the Communications Services Provider upon demand.

(15) Interference with Other Facilities. A Communications Services Provider shall not, in violation of any applicable laws or regulatory standards, design, Place, or Maintain its Communications Facilities in a manner that will interfere with the signals or facilities of any municipal or county police, fire, or rescue department, the facilities of any public utility, or the Communications Facilities of another Communications Services Provider, including any cable service provider.

(26) Relocation or Removal of Facilities. Except in cases of an Emergency, a Communications Services Provider, at its own expense, shall:

a. Upon thirty (30) days written notice, relocate or remove, as specified in said notice, its Communications Facility in the event the City finds that the particular Facility is unreasonably interfering in some way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of any Public Rights-of-Way. The City shall provide the Communications Services Provider with a notice and order as provided for in Section 337.404, Florida Statutes, or any subsequently enacted law of the State of Florida, in the event it charges the Communications Services Provider for the cost and expense of relocating or removing such Facility pursuant to this paragraph.

b. Within a reasonable period of time from the date of written notice from the City, but not more than 120 days thereafter, relocate or remove, as specified in said notice, its Communications Facility in the event the Department Director determines it necessary for the construction, completion, repair, relocation, or maintenance of a City project, because the particular Communications Facility is interfering with or adversely affecting the proper operation of street light poles, traffic signals, or any communications system belonging to the City or an agency thereof or because the particular Communications Facility is interfering with the signals or facilities of the City police department, City fire rescue, or any municipal public utility. In the event the City issues any such written notice to the Communications Services Provider pursuant to this paragraph, and the Communications Services Provider fails to cause the aforementioned relocation or removal as required herein, the City shall be entitled to relocate or remove such Facilities without further notice to the Communications Services Provider and the total cost and expense shall be charged to the Communications Services Provider.

(17) Temporary Raising or Lowering of Facilities. A Communications Services Provider, upon request of any Person holding a validly-issued building or moving permit from the City to temporarily encroach on or perform moving operations in or across the Public Rights-of-Way, shall temporarily raise or lower its Communications Facilities to accommodate such temporary encroachment or move. The expense of such temporary raising or lowering of Facilities shall be paid by the Person requesting the same, and the Communications Services Provider shall have the authority to require such payment in advance. The Communications Services Provider shall be given not less than twenty (20) days advance written notice from such Person to arrange for the temporary relocation, which notice must detail the time and location of the

permitted activity, and not less than twenty-four (24) hours advance notice from the permit holder advising of the actual operation. The City is not subject to, nor shall it be liable for, any such expense or notice requirement for the moving of houses or structures performed by the City or its contractors.

(18) Coordination. In an effort to minimize the adverse impact on the Public Rights-of-Way and other municipal improvements, a Communications Services Provider may be required by the Department Director to coordinate the Placement or Maintenance of its Facilities with any work, Construction, installation in or repairs of the subject Public Rights-of-Way or other Communications Facilities therein that is occurring or is scheduled to occur within a reasonable time from Application for a permit as determined by the Department Director. Every Communications Services Providers shall make space in its trench and/or conduit within the Public Rights-of-Way available to other providers consistent with the Federal requirements of 47 U.S.C. § 224. Every Communications Services Provider shall utilize existing conduits, pathways, and other Communications Facilities whenever possible, and shall not Place or Maintain any new, different, or additional poles, conduits, pathways, or other Communications Facilities, whether in the Public Rights-of-Way or on privately-owned property, until written approval is obtained from the City or other appropriate governmental authority, and, where applicable, from the private property owner.

(19) Co-location and Joint Use. A Communications Services Provider, in an effort to minimize the adverse impact on the useful life of the Public Rights-of-Way, shall, whenever possible, enter into joint use agreements with the City and other parties who have Registered with, or who are expressly authorized by, the City to use its Public Rights-of-Way; provided that, the terms of such agreements are satisfactory to the Communications Services Provider. Nothing herein contained shall mandate that the Communications Services Provider enter into joint use agreements with parties other than the City or an agency of the City. However, prior to placement of any new or additional conduit or fiber in the Public Rights-of-Way, a Communications Services Provider is required to certify in writing to the Department Director that it has made appropriate inquiry to all existing utilities and other entities possessing a right to occupy the Public Rights-of-Way as to the availability of existing or planned conduit or fiber that the particular Communications Services Provider could reasonably utilize to meet its needs, and that no such conduit or fiber is available or planned at a reasonable cost by any other entity on the time schedule reasonably needed. The Communications Services Provider shall not be permitted to perform any Placement or Maintenance of Communications Facilities in those segments of the Public Rights-of-Way where there exists vacant or available conduit, dark fiber, or surplus fiber owned by the City, an agency of the City, or another governmental body which is or, through a reasonable amount of effort and expense, can be made compatible with the Communications Services Provider's System or network. Under such circumstances the Communications Services Provider shall have the opportunity to enter into a use agreement or lease arrangement with the City or an agency of the City at or below reasonable and prevailing market rates for such conduit or fiber or, where owned by another governmental body, shall, in good faith, first exhaust all means of obtaining use of such conduit or fiber before applying for a permit from the City.

(20) Maintenance of Traffic. In the event that Placement or Maintenance of Communications Facilities conducted by the Communications Services Provider requires streets, traffic lanes, or bicycle lanes, sidewalks, or multimodal paths to be closed or obstructed, the Communications Services Provider must, pursuant to the requirements of existing or

subsequently-enacted City ordinances, obtain all necessary permits from the City, and shall obtain approval of its maintenance-of-traffic plan from the Department Director.

(21) Restoration of the Public Rights-of-Way. After completion of any Placement or Maintenance of a Communications Facility in the Public Rights-of-Way or each phase thereof, the Communications Services Provider shall, at its own expense and in a manner reasonably acceptable to the City, restore without delay the Public Rights-of-Way so disturbed in accordance with the delineated specifications stipulated in the Permit. If the Communications Services Provider fails to make such restoration within thirty (30) days following the completion of such Placement or Maintenance, the City may perform such restoration and charge the costs of the restoration to the Communications Services Provider in accordance with Section 337.402, Florida Statutes, as it may be amended. The Communications Services Provider shall, to the satisfaction of the Department Director, maintain and correct any restorations made pursuant hereto for a period of twelve (12) months following the date of its completion. Failure to comply with this subsection shall be deemed sufficient grounds for denial of any future permit for the Placement or Maintenance of Communications Facilities.

(22) Disruption or Destruction of Other Facilities or Property. A Communications Services Provider shall not knowingly Place or Maintain any Communications Facility in a manner that shall in any way disrupt, displace, damage, or destroy any sewer line, gas line, water main, pipe, conduit, wires, fiber-optics or other Facilities, or property belonging to the City or any other Person lawfully occupying the Public Rights-of-Way, without first obtaining the consent of the City. The Communications Services Provider shall bear all responsibility and costs for any such conduct where City consent has not been obtained and shall pay such costs upon demand.

(23) Placement within a Scenic or Gateway Corridor. Unless otherwise authorized by a franchise agreement or for public safety purposes, no new Utility Poles or above-ground Communications Facilities shall be placed within a designated Scenic or Gateway Corridor, as described in the Comprehensive Plan.

(c) General Conditions on the Utilization of the Public Rights-of-Way and the Placement or Maintenance of Communications Facilities.

(1) City Not Liable. Except for acts of willful misconduct or gross negligence and to the extent permitted by applicable law, neither the City nor its officials, boards, commissions, consultants, agents, employees, or independent contractors shall have any liability to the Communications Services Provider for any claims for any damages, costs, expenses, or losses resulting from the City's breakage, removal, alteration, or relocation of any Facilities of any Communications Services Provider which arose out of, or in connection with, any Emergency or disaster situation or was, in the sole discretion of the Department Director, deemed necessary to facilitate any public works project, public improvement, alteration of a City structure, change in the grade or line of any Public Rights-of-Way, or the elimination, abandonment, or closure of any Public Rights-of-Way, or was found by the City Council to be in the best interest of the health, safety, or general welfare of the public; nor shall any charge be made by the Communications Services Provider against the City for any damages, costs, expenses, or losses related thereto.

(2) No Exemption from Permits. Nothing in this Chapter shall exempt any Communications Services Provider from obtaining a permit for work done within the Public Rights-of-Way.

(3) Subject to Police Powers. The rights of the Communications Services Provider shall be subject to all lawful exercise of police powers by the City, and to such other reasonable regulation of the Public Rights-of-Way as the City shall hereafter by resolution or ordinance provide in the interest of the health, safety, and general welfare of the public. Any inconsistency or ambiguity between the provisions of this Chapter and any lawful exercise of the City's police powers shall be resolved in favor of the latter.

(4) City Inspection. The City shall have the right to make such inspections of a Communications System or Facilities Placed or Maintained in the Public Rights-of-Way as it finds necessary to ensure compliance with this Chapter. This Chapter shall not be construed to create or hold the City responsible or liable for any damage to Persons or property by reason of any inspection by the City of the Placement or Maintenance of a Communications System or Facility as authorized herein or the failure by the City to so inspect.

(5) Access to Manholes. The City, in the proper exercise of its municipal powers and duties with respect to the Public Rights-of-Way, shall have access at any time to all hand holes and manholes in the City belonging to a Communications Services Provider. Before accessing any hand hole or manhole, the City will make a reasonable good faith effort to provide the Communications Services Provider prior notice to afford an opportunity to have trained personnel present, unless determined by the City to be an emergency situation.

(6) Compatibility, Capacity, and Interference Issues. To properly manage and control the use of the Public Rights-of-Way, and to protect the health, safety, and general welfare of the public, the City, in its legislative and regulatory role, shall be the final authority on permitting a Communications System or Facility to be placed in the Public Rights-of-Way and shall exercise such authority in a nondiscriminatory manner. It shall be in the sole discretion of the City whether an easement is compatible with or allows for its use by a Communications System or Facility. It shall be in the sole discretion of the Department Director, based on the nature, design, size, configuration, or proposed location of any Communications System or Facility, whether there is sufficient capacity in a particular section of the Public Rights-of-Way or whether such Communications System or Facility will interfere with the Facilities or equipment of any municipality, county, public utility, cable operator, or other Communications Service Provider.

(7) No Warranty of Fitness or Suitability. The City makes no express or implied warranties or representations regarding the fitness, suitability, or availability of the Public Rights-of-Way for any Communications System or Facility or its right to authorize the Placement or Maintenance of any Communications System or Facility in the Public Rights-of-Way. Any performance of work, costs incurred, or services rendered by a Communications Services Provider shall be at such Provider's sole risk. Nothing in this Chapter shall affect the City's authority to acquire or add Public Rights-of-Way, or to vacate or abandon Public Rights-of-Way as provided for in this Code or applicable law. The City makes no express or implied warranties or representations regarding the availability of any acquired, added, vacated, or abandoned Public Rights-of-Way for a Communications System or Facility.

(8) Annexations. Upon the annexation of any territory to the City, the provisions of this Chapter and the rules, regulations, and general conditions contained herein shall extend to the territories so annexed; and all Facilities Placed, Maintained, owned, or operated by any Communications Services Provider extending into or already located in the Public Rights-of-Way of the territory so annexed shall thereafter be subject to all terms hereof, as the same may be amended from time to time.

Section 7. Duty to Notify City of Resellers; Conditional use of Public Rights-of-Way.

Within thirty (30) days of any Registered Communications Services Provider using its Communications Facilities to carry the Communication Services of any Reseller, such Communications Services Provider shall notify the City of the name and address of such Reseller. A Reseller's lease, interconnection, or other use of Communications Facilities belonging to a Communications Services Provider duly Registered in accordance with Section 3 above and properly permitted to Place or Maintain its Facilities in the Public Rights-of-Way does not, and shall not, afford such Reseller any right, claim, or cause of action to impede the lawful exercise of the City's rights or police powers, including, but not limited to, requiring the Registered Communications Services Provider to remove such Communications Facilities from the Public Rights-of-Way.

Section 8. Wireless Facilities.

(a) Generally. The Placement of telecommunication towers and Antennae anywhere in the corporate limits of the City located outside of the Public Rights-of-Way shall in all cases be subject to the City's zoning and land use regulations. Where Placement of Wireless Facilities in the Public Rights-of-Way has been approved by the City and to the extent not inconsistent with any City zoning and land use regulations, Wireless Facilities attached to a permitted and legally-maintained vertical structure in the Public Rights-of-Way, such as a light pole or Utility Pole, shall, unless otherwise agreed to by the City in writing:

- (1) not extend more than ten (10) feet above the highest point of the vertical structure;
- (2) not have any type of lighted signal, lights, or illuminations unless required by an applicable Federal, State, or local rule, regulation, or law;
- (3) comply with any applicable FCC Emissions Standards;
- (4) comply with any applicable local building codes in terms of design, construction, and installation; and
- (5) not contain any commercial advertising thereon.

(b) Small Wireless Facilities in the Public Rights-of-Way. The City hereby adopts the following rules that will apply to the Collocation of Small Wireless Facilities in the Public Rights-of-Way for all Applications filed on or after July 1, 2017:

- (1) General Conditions. Applicants seeking permission to Collocate or install Small Wireless Facilities within Public Rights-of-Way shall comply with the Registration, permitting, rules and regulations, insurance coverage, indemnification, performance bonds, security funds, force majeure, Abandonment, City liability, and City warranties provisions contained in this

Chapter; provided, however, that the Application process, review timeframes, and denial criteria of this subsection shall control when otherwise in conflict.

(2) Filing, Review, and Processing of Applications. The City shall accept Applications for permits and shall process and issue permits for the Collocation of Small Wireless Facilities in Public Rights-of-Way subject to the following requirements:

a. The Applicant shall as a part of its Application provide information necessary to demonstrate the Applicant's compliance with the applicable provisions of this Chapter for the Placement of Small Wireless Facilities in the locations identified in the Application, and shall bear the burden of demonstrating compliance with this Chapter.

b. Within fourteen (14) days after the date of filing the Application, the City may request that the proposed location of a Small Wireless Facility be moved to another location in the Public Rights-of-Way and Placed on an alternative City Utility Pole or support structure or may place a new Utility Pole. The City and the Applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for thirty (30) days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the Applicant, the Applicant must notify the City of such acceptance and the Application shall be deemed granted for any new location for which there is agreement. If an agreement is not reached, the Applicant must notify the City of such non-agreement and the City must grant or deny the original Application within ninety (90) days after the date the Application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

c. The City hereby limits the height of a Small Wireless Facility to ten (10) feet above the Utility Pole or structure upon which the Small Wireless Facility is to be collocated. Unless waived by the City, the height for a new Utility Pole is limited to the tallest existing Utility Pole as of July 1, 2017, located in the same Public Right-of-Way, other than a Utility Pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the Small Wireless Facility. If there is no Utility Pole within 500 feet, the City shall limit the height of the new Utility Pole to fifty (50) feet.

d. Within fourteen (14) days after receiving an Application, the City must determine and notify the Applicant by electronic mail as to whether the Application is complete. If an Application is deemed incomplete, the City must specifically identify the missing information. An Application is deemed complete if the City fails to provide notification to the Applicant within fourteen (14) days.

e. The City shall process all Applications on a nondiscriminatory basis. If the City fails to approve or deny a complete Application within sixty (60) days after receipt of the Application, the Application is deemed approved. If the City does not use the 30-day negotiation period provided herein, the parties may mutually agree to extend the 60-day Application review period. The City shall grant or deny the Application at the end of the extended period.

f. A permit issued pursuant to an approved Application shall remain effective for one (1) year unless extended by the City.

g. The City shall notify the Applicant of approval or denial by electronic mail. The City shall approve a complete Application unless it does not meet the applicable provisions of this Chapter.

h. If the Application is denied, the City shall specify in writing the basis for denial, including the specific Code provisions on which the denial is based, and shall send the documentation to the Applicant by electronic mail on the day the City denies the Application.

i. The Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days after notice of the denial is sent to the Applicant. Failure by the Applicant to timely resubmit the Application shall result in a final denial of the Application. The City shall approve or deny a timely filed revised Application within thirty (30) days after receipt or the Application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

j. An Applicant seeking to Collocate Small Wireless Facilities within the City's boundaries may, at the Applicant's discretion, file a consolidated Application with the City and receive a single permit for the Collocation of up to thirty (30) Small Wireless Facilities. If the Application includes multiple Small Wireless Facilities, the City may separately address Small Wireless Facility Collocations for which incomplete information has been received or which are denied.

k. The City may deny a proposed Collocation of a Small Wireless Facility in the Public Rights-of-Way if the proposed Collocation:

(1) Materially interferes with the safe operation of traffic control equipment.

(2) Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.

(3) Materially interferes with compliance with the Americans with Disabilities Act or similar Federal or State standards regarding pedestrian access or movement.

(4) Materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual.

(5) Fails to comply with Applicable Codes and the applicable provisions of this Chapter.

l. Notwithstanding anything to the contrary contained herein, the City may reserve space on City Utility Poles for future public safety uses. If replacement of a City Utility Pole is necessary to accommodate the Collocation of the Small Wireless Facility and the future public safety use, the Utility Pole replacement is subject to the make-ready

provisions of this Chapter and the replaced Utility Pole shall accommodate the future public safety use.

m. A structure granted a permit and installed pursuant to this Chapter shall comply with Chapter 333, Florida Statutes, and Federal regulations pertaining to airport airspace protections.

n. The City does not require approval or fees for: (i) routine maintenance; (ii) replacement of existing Wireless Facilities with substantially similar Wireless Facilities; or (iii) installation, Placement, Maintenance, or replacement of Micro Wireless Facilities that are suspended on cables strung between existing Utility Poles in compliance with Applicable Codes by or for a Communications Services Provider authorized to occupy the Public Rights-of-Way and who is remitting taxes under Chapter 202, Florida Statutes.

(3) Collocation of Small Wireless Facilities on City Utility Poles. The Collocation of Small Wireless Facilities on City Utility Poles is subject to the following requirements:

a. The City shall not enter into an exclusive arrangement with any Person for the right to attach equipment to City Utility Poles.

b. The rates and fees for Collocations on City Utility Poles must be nondiscriminatory, regardless of the services provided by the collocating person.

c. The City hereby levies, establishes, and sets an annual rate that shall be paid by all those Applicants who file an Application to Collocate Small Wireless Facilities on City Utility Poles in the amount of \$150 per pole per year. The initial payment shall be made as a condition of the granting of the permit, with remaining annual payments to be made in all subsequent years on the same date.

d. Agreements between the City and Wireless Providers that are in effect on July 1, 2017, and that relate to the Collocation of Small Wireless Facilities in the Public Rights-of-Way, including the Collocation of Small Wireless Facilities on City Utility Poles, remain in effect, subject to applicable termination provisions. The Wireless Provider may accept the rates, fees, and terms established under this Chapter for Small Wireless Facilities and Utility Poles that are the subject of an Application submitted after the rates, fees, and terms become effective.

e. For a City Utility Pole that supports an aerial facility used to provide Communications Services or electric service by another, the parties shall comply with the process for make-ready work under 47 U.S.C. § 224 and its implementing regulations. The good faith estimate of the Person owning or controlling the Utility Pole for any make-ready work necessary to enable the Utility Pole to support the requested Collocation must include Utility Pole replacement if necessary.

f. For a City Utility Pole that does not support an aerial facility used to provide Communications Services or electric service by another, the City shall provide a good faith estimate for any make-ready work necessary to enable the Utility Pole to support the requested Collocation, including necessary Utility Pole replacement, within sixty

(60) days after receipt of a complete Application. Make-ready work, including any Utility Pole replacement, must be completed within sixty (60) days after written acceptance of the good faith estimate by the Applicant. Alternatively, the City may require the Applicant seeking to Collocate a Small Wireless Facility to provide a make-ready estimate at the Applicant's expense for the work necessary to support the Small Wireless Facility, including Utility Pole replacement, and perform the make-ready work. If Utility Pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a Utility Pole that is substantially similar in color and composition. The City may not condition or restrict the manner in which the Applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the Public Rights-of-Way. The replaced or altered Utility Pole shall remain the property of the City.

g. The City may not require more make-ready work than is required to meet Applicable Codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any Utility Pole replacement, may not exceed actual costs or the amount charged to Communications Services Providers other than Wireless Services Providers for similar work and may not include any consultant fee or expense.

(4) Placement of Utility Poles in the Public Rights-of-Way in Support of Collocation of Small Wireless Facilities. A Wireless Infrastructure Provider may apply to the City to place Utility Poles in the Public Rights-of-Way to support the Collocation of Small Wireless Facilities. The Application must include an attestation that Small Wireless Facilities will be Collocated on the Utility Pole or structure and will be used by a Wireless Services Provider to provide service within nine (9) months after the date the Application is approved by the City. The City shall accept and process the Application in accordance with this Chapter and any Applicable Codes and other local codes governing the placement of Utility Poles in the Public Rights-of-Way.

(5) Application and Enforcement of Historic Preservation Zoning Regulations. Consistent with preservation of local zoning authority under 47 U.S.C. § 332(c)(7), the requirements for facility modifications under 47 U.S.C. § 1455(a), and the National Historic Preservation Act of 1966, as amended, this Chapter is subject to the provisions of City codes and ordinances regarding historic preservation.

(6) Prohibited Collocations, Attachments, Installations, and Services Not Authorized by this section. This section does not authorize, and the City hereby prohibits, the following:

a. This section does not authorize a Person to Collocate or attach Wireless Facilities, including any Antenna, Micro Wireless Facility, or Small Wireless Facility, on a privately-owned Utility Pole, a Utility Pole owned by an electric cooperative or a municipal electric utility, a privately-owned Wireless Support Structure, or other private property without the consent of the property owner.

b. The approval of the installation, Placement, Maintenance, or operation of a Small Wireless Facility pursuant to this section does not authorize the provision of any voice, data, or Video Services or the installation, Placement, Maintenance, or operation of

any Communications Facilities other than Small Wireless Facilities in the Public Rights-of-Way.

c. This section does not affect provisions relating to Pass-through Providers contained in this Chapter and contained in Section 337.401(6), Florida Statutes.

d. This section does not apply to the installation, Placement, Maintenance, or replacement of Micro Wireless Facilities on any existing and duly authorized aerial communications facilities, provided that once aerial facilities are converted to underground facilities, any such collocation or construction shall be only as provided by this Chapter.

e. This section does not authorize a Person to Collocate Small Wireless Facilities or Micro Wireless Facilities on a City Utility Pole or erect a Wireless Support Structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association. This paragraph does not apply to the installation, Placement, Maintenance, or replacement of Micro Wireless Facilities on any existing and duly authorized aerial communications facilities.

Section 9. Revocation or Suspension of Permits.

Subject to the provisions of Section 11 below, the City Manager may revoke any permit currently issued to a Communications Services Provider for work in the Public Rights-of-Way or suspend the issuance of a permit in the future to a Communications Services Provider for, in addition to any other circumstances provided for in this Chapter, one or more of the following reasons:

(a) a violation of permit conditions, including conditions set forth in the permit, or a violation of the requirements of this Chapter or other Applicable Codes or regulations governing the Placement or Maintenance of Communications Facilities in the Public Rights-of-Way;

(b) a misrepresentation or fraud made or committed on the part of the Communications Services Provider in the Registration process or in the Application for a permit;

(c) the failure to properly renew the Registration or the ineffectiveness of Registration; or

(d) the failure to relocate or remove Communications Facilities as may be required by the City Manager pursuant to this Chapter.

The City Manager shall provide notice and an opportunity to cure to the Communications Services Provider of any violation of paragraphs (a) through (d) above, each of which shall be reasonable under the circumstances.

Section 10. Involuntary Termination of Registration.

(a) The City may terminate a Registration if:

(1) a Federal or State authority suspends, denies, or revokes a Communications Services Provider's certification or license to provide Communications Services;

(2) the Communications Services Provider's Placement or Maintenance of a Communications Facility in the Public Rights-of-Way presents an extraordinary danger to the general public or other users of the Public Rights-of-Way and the Communications Services Provider fails to remedy the danger promptly after receipt of written notice;

(3) the Communications Services Provider ceases to use all of its Communications Facilities in the Public Rights-of-Way and has not complied with Section 20 below; or

(4) the Communications Services Provider fails to comply with any of the rules, regulations, or general conditions set forth in this Chapter.

(b) Prior to termination of a Registration, the Communications Services Provider shall be notified by the City Manager with a written notice setting forth all matters pertinent to the proposed termination, including which of paragraphs (1) through (4) above is applicable as the reason therefore. The Communications Services Provider shall have thirty (30) days after receipt of such notice within which to eliminate the reason or within which to present a plan, satisfactory to the City Manager, to accomplish the same. If not eliminated or if the plan presented is rejected, the City Manager shall provide written notice of such rejection to the Communications Services Provider and a final determination to terminate Registration. A final determination to terminate Registration may be appealed in accordance with the procedures set forth in Section 11 below.

(c) In the event of termination, following any appeal period, the Communications Services Provider formerly Registered shall: (i) notify the City of the assumption or anticipated assumption by another Registrant of ownership of the Communications Services Provider's Facilities in the Public Rights-of-Way; or (ii) provide the City with an acceptable plan for disposition of its Communications Facilities in the Public Rights-of-Way. If a Communications Services Provider fails to comply with this subsection (c), which determination of non-compliance is subject to appeal as provided in Section 11, the City may exercise any remedies or rights it has at law or in equity, including, but not limited to, taking possession of the Communications Facilities where another Person has not assumed the ownership or physical control of the Facilities or requiring the Communications Services Provider within ninety (90) days of the termination, or such longer period as may be mutually agreed to between the City and the Communications Services Provider, to remove some or all of the Communications Facilities from the Public Rights-of-Way and restore the Public Rights-of-Way to their original condition prior to such removal.

(d) In any event, a Communications Services Provider whose Registration has been terminated shall take such steps as are necessary to render safe every portion of the Communications Facilities remaining in the Public Rights-of-Way.

(e) In the event of termination of a Registration, this section does not authorize the City to cause the removal of Communications Facilities used to provide another service for which the Communications Services Provider or another Person who owns or exercises physical control over the Communications Facilities holds a valid certification or license with the governing Federal or State agency, if required for provision of such service, and who is Registered with the City, if required.

(f) The City's right to terminate a Registration shall be in addition to all other rights of the City, whether reserved in this Chapter, or authorized by other law, and no action, proceeding, or exercise of the right to terminate Registration will affect or preclude any other right the City may have.

Section 11. Appeals.

Final determinations by appropriate City staff denying an initial Registration; denying an application for renewal of a Registration; terminating a Registration; or denying, revoking, or suspending any permit are subject to appeal to the City Council. A notice of appeal of such decision may be filed with the City Manager within thirty (30) days of the date of the final, written decision to be appealed. The City Manager shall have thirty (30) days from the date the appeal is filed to review the matter and render a written decision to uphold or reverse the final decision made by staff. If the City Manager upholds the final decision of staff, the appellant may file a notice of appeal with the City Clerk within thirty (30) days of the date of the written decision of the City Manager. The City Clerk shall set the matter for hearing before the City Council at any regular meeting of the City Council scheduled within forty-five (45) days of the date that the notice of appeal is filed with the City Clerk, unless waived by the Communications Services Provider. A ruling may be made at the hearing or at the next regularly scheduled City Council meeting and the Communications Services Provider shall be notified of the decision in writing within thirty (30) days thereof. Where a notice of appeal to the City Manager or the City Clerk is not timely filed as provided herein, such right to appeal shall be waived. Upon correction by the Communications Services Provider of the circumstances that gave rise to a suspension or denial of a permit, the suspension or denial shall be lifted (the same does not apply to the revocation of a permit).

Section 13. Existing Communications Facility.

The provisions of this Chapter shall be applicable to all Communications Facilities placed in the Public Rights-of-Way on or after the effective date of this Ordinance and shall apply to all existing Communications Facilities placed in the Public Rights-of-Way prior to the effective date of this Ordinance to the full extent permitted by Federal and State law, except that any provision of this Chapter regarding the size, Stealth Design, concealment, or location of Communications Facilities shall not apply to existing Communications Facilities lawfully placed within the Public Rights-of-Way prior to the effective date of this Ordinance, to the extent that such Communications Facilities may be Maintained, repaired, and replaced with a Communications Facility substantially similar in size and for the same purpose.

Section 14. Insurance.

(a) At all times during the use or occupancy of the Public Rights-of-Way, including any time during Placement or Maintenance of Communications Facilities, the Communications Services Provider shall obtain, pay all premiums for, and maintain satisfactory to the City the types of insurance policies and coverage limits described in this Chapter. Nothing contained in this section shall limit a Communications Services Provider's liability to the City to the limits of insurance certified or carried.

(1) Commercial general liability insurance valid in the State of Florida, including contractual liability and products-completed operations liability coverage on an occurrence basis, which policy limit shall be in an amount not less than One Million and No/00 Dollars (\$1,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury or death, or property damage and in an amount not less than Two Million and No/00 Dollars (\$2,000,000.00) policy aggregate for each personal injury liability, broad form property damage (without exclusions related to explosion, collapse and underground ("XCU") exclusions), contractual liability and products-completed operations liability.

(2) Business automobile liability insurance valid in the State of Florida which policy limit shall be in an amount not less than One Million and No/00 Dollars (\$1,000,000.00) combined single limit, including bodily injury and property damage covering owned, leased, hired, and non-owner vehicles.

(3) Workers' Compensation valid in the State of Florida which policy limit shall be in an amount not less than the statutory limit for Workers' Compensation.

(4) Employer's liability insurance valid in the State of Florida which policy limit shall be in an amount not less than One Million and No/00 Dollars (\$1,000,000.00) each accident for employer's liability.

(b) All insurance providers used shall be admitted and duly authorized to do business in the State of Florida and shall have assigned by A. M. Best Company a minimum Financial Strength Rating of "A" and a minimum Financial Size Category of "IX" (i.e., a size of \$250,000,000.00 to \$500,000,000.00 based on capital, surplus, and conditional reserve funds). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable. All liability policies shall name the City, its council members, officers, and employees as additional insureds with respect to any covered liability arising out of the Placement or Maintenance of Communications Facilities in the Public Rights-of-Way or other activities under this Chapter. Each Communications Services Provider shall furnish annually to the City certificates showing proof of all required insurance coverage. All liability coverage must be in occurrence form and in accordance with the limits specified. Claims made policies are not acceptable. No insurance policy shall be canceled, nor shall the occurrence or aggregate limits set forth herein be reduced, until the City has received at least thirty (30) days' advance written notice by registered, certified, or regular mail or facsimile of any cancellation, intent not to renew, or reduction in policy coverage. Each Communications Services Provider shall be responsible for notifying the City of such cancellation, intent not to renew, or reduction in coverage. All Certificate(s) of Insurance, including all endorsements and riders, evidencing insurance coverage shall be submitted to the City within thirty (30) days after the date of Registration with the City in order for a Communications Services Provider to obtain a permit required for Construction in the Public Rights-of-Way. Each Communications Services Provider shall, in the event of any such notice described above, obtain, pay all premiums for, and file with the City written evidence of the issuance of replacement policies within thirty (30) days following receipt by the City or the Communications Services Provider of such notice.

(c) The Certificate(s) of Insurance forms must be properly executed by the authorized representative of the insurance provider and must include all endorsements, riders and notices. Each Communications Services Provider shall file and maintain with the City on an annual basis the required Certificate(s) of Insurance. The Certificate(s) of Insurance must indicate the following:

(1) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; that the policy coverage "pertains to the requirements of Section 14"; policy expiration date; and specific coverage amounts;

(2) any applicable deductibles or self-insured retentions;

(3) that the City, its council members, officers, and employees are additional insureds;

(4) that the City shall receive thirty (30) days' advance written notice of cancellation, intent not to renew, or reduction in coverage; and

(5) that the commercial general liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

(d) Under extraordinary circumstances a Communications Services Provider may satisfy the insurance requirements of this section by providing documentation of self-insurance that, in the sole discretion of the City's Director of Human Resources and Risk Management, demonstrates incontrovertibly the adequacy to defend and cover claims of any nature that might arise from the Placement and Maintenance of Facilities in the Public Rights-of-Way. The Communications Services Provider must be authorized as a self-insurer by the Department of Insurance under the laws of the State of Florida.

Section 15. Indemnification.

(a) Except with respect to the willful misconduct, negligence, or gross negligence of the City, a Communications Services Provider, by act of Registering with the City as such, shall be obligated, at its sole cost and expense, to defend, indemnify and hold harmless the City, its Council members, officials, commissioners, agents, and employees, from and against any and all claims, suits, causes of action, proceedings, liabilities, and judgments for damages or equitable relief, and costs and expenses, arising out of or in connection with the Placement or Maintenance of its Communications Facilities in the Public Rights-of-Way by the Communications Services Provider or its agent or hired contractor. This indemnification provision shall include, but not be limited to, such damages and penalties arising out of claims: (1) by any Person whatsoever on account of: (i) bodily injury to a Person or Persons; (ii) death of a Person or Persons; or (iii) property damage, where any of the foregoing is occasioned by the operations of the Communications Services Provider, or alleged to have been so caused or occurred; or (2) involving the Communications Services Provider's violation of any easement or private property rights.

(b) Nothing contained in this section shall prohibit the City from participating in the defense of any litigation by its own counsel if in the City's reasonable belief there exists or may exist a conflict, potential conflict, or appearance of a conflict.

(c) Indemnified costs and expenses shall include, but not be limited to, all out-of-pocket expenses and reasonable attorneys' fees in defending against any such claim, suit, or proceeding, and shall also include the reasonable value of any services rendered by the City Attorney and his/her assistants, or any consultants, agents, and employees of the City. The City will attempt to notify the Communications Services Provider, in writing, within a reasonable time of the City's receiving notice of any issue it determines may require indemnification.

(d) Nothing contained in this section shall be construed or interpreted: (1) as denying the City, the Communications Services Provider, or any Person any remedy or defense available to them under the laws of the State of Florida; or (2) as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as it may be amended.

(e) The indemnification requirements shall survive and be in effect after the termination or cancellation of a Registration.

Section 16. Construction Bond.

(a) Prior to issuance of any permit where the type of work allowed under the permit will require restoration of the Public Rights-of-Way, the Communications Services Provider or the contractor performing such work on its behalf shall obtain, pay for, and file with the City a construction bond. The construction bond shall serve to guarantee the timeliness and quality of the Construction and restoration work and to secure, and enable the City to recover, all costs related to the restoration of the Public Rights-of-Way in the event the Communications Services Provider or its contractor fails to make such restoration to the City's satisfaction or causes damage to the Public Rights-of-Way during Construction. The construction bond must name the City as Obligee and be in the face amount of either Fifteen Thousand and No/00 Dollars (\$15,000.00) or 110% of the estimated cost of the project, whichever is greater, conditioned upon the full and faithful completion of Construction and restoration of the Public Rights-of-Way to the delineated specifications stipulated in the Permit. Six (6) months following completion and inspection of the restoration of the Public Rights-of-Way satisfactory to the City Manager, the Communications Services Provider or its contractor, as the case may be, may reduce the face amount of the construction bond to Five Thousand and No/00 Dollars (\$5,000.00) and, thereafter, may allow the bond to lapse in accordance with its terms. However, for any subsequent work in the Public Rights-of-Way, the Communications Services Provider or its contractor will be required to replenish any existing construction bond or provide a new construction bond in the face amount of Fifteen Thousand and No/00 Dollars (\$15,000.00). The construction bond shall be in a form acceptable to the City Attorney and must be issued by a surety having a rating reasonably acceptable to the City Manager and authorized by the Florida Department of Insurance to issue surety bonds in this State.

(b) The construction bond must be issued as non-cancelable and be for a term of not less than twelve (12) months but not more than eighteen (18) months after completion of construction. In the event the term of any construction bond expires, or is reasonably expected to expire, prior to the completion of Construction, restoration, and City inspection, the Communications Services Provider, or the contractor acting on its behalf, shall immediately obtain, pay for, and file with the City a replacement bond.

(c) The City's requirement of a construction bond is not in lieu of any additional bonds that may be required under this Chapter or through the permitting process. The City's right to recover under the construction bond shall be in addition to all other rights of the City, whether reserved in this Chapter, or authorized by other law, and no action, proceeding, or exercise of a right with respect to the construction bond will affect or preclude any other right the City may have.

Section 17. Performance Bond.

(a) Before any Communications Services Provider is permitted to begin the Placement or Maintenance of an initial build, any substantial rebuild, upgrade, or extension of its Communications System, or when construction plans show that there would be at least 1,000 feet of open trenching in the Public Rights-of-Way at any given time, the Communications Services Provider is required to obtain, pay for, and file with the City a performance bond. The performance bond must name the City as Obligee and be in the face amount of Two Hundred Fifty Thousand and No/00 Dollars (\$250,000.00) conditioned upon the full and faithful compliance by the Communications Services Provider with all

requirements, duties, and obligations imposed by the provisions of this section during, and through completion of, the Placement or Maintenance project. The performance bond shall be in a form acceptable to the City Attorney and must be issued by a surety having a rating reasonably acceptable to the City Manager and authorized by the Florida Department of Insurance to issue performance bonds in this State.

(b) The performance bond must be issued as non-cancelable and be for a term consistent with the reasonably expected duration of the particular Placement or Maintenance project (including restoration and City inspection), but in no event less than eighteen (18) months. In the event the term of any performance bond expires, or is reasonably expected to expire, prior to the completion of such Placement or Maintenance project, including restoration and City inspection, the Communications Services Provider shall immediately obtain, pay for, and file with the City a replacement bond.

(c) The City's requirement of a performance bond is not in lieu of any additional bonds that may be required under this Chapter or through the permitting process. The City's right to recover under the performance bond shall be in addition to all other rights of the City, whether reserved in this Chapter, or authorized by other law, and no action, proceeding, or exercise of a right with respect to the performance bond will affect or preclude any other right the City may have. Any proceeds recovered under the performance bond may be used to reimburse the City for such additional expenses as may be incurred by the City as a result of the Communications Services Provider's failure to comply with the responsibilities imposed by this Chapter, including, but not limited to, attorney's fees and costs of any action or proceeding, and the cost of removal or abandonment of any property.

Section 18. Security Fund.

Every Communications Services Provider shall make a Twenty-Five Thousand and No/00 Dollar (\$25,000.00) cash deposit, or shall file with the City an irrevocable letter of credit or acceptable equivalent in the same amount, which shall serve, and be referred to, as the "Security Fund." The Security Fund shall be conditioned upon the full and faithful compliance with and performance by the Communications Services Provider of all requirements, duties, and obligations imposed by the provisions of this Chapter at all times. The letter of credit shall be in a form and issued by an institution acceptable to the City Manager. Should the City draw upon the Security Fund, it shall promptly notify the Communications Services Provider, and the Communications Services Provider shall promptly restore the cash deposit or letter of credit to the full amount. The Security Fund shall be maintained until the later of: (a) the effective date of transfer, sale, or assignment by the Communications Services Provider of all its Facilities in the Public Rights-of-Way; (b) twelve (12) months after the removal or Abandonment by the Communications Services Provider of all of its Facilities in the Public Rights-of-Way; or (c) six (6) months after the termination of Registration, including any appeals undertaken pursuant to Section 11 above. Upon the later of these events, the cash deposit will be returned without interest or the letter of credit may be cancelled. In the event a Communications Services Provider fails to perform any requirement, duty, or obligation imposed upon it by the provisions of this Chapter, there shall be recoverable, jointly and severally from the Security Fund, any damages or losses suffered by the City as a result, including the full amount of any compensation, indemnification, or cost of removal, relocation, or Abandonment of any Facilities in Public Rights-of-Way, plus a reasonable allowance for attorneys' fees, up to the full amount of the Security Fund.

Section 19. Enforcement Remedies.

(a) No provision of this Chapter shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provisions of this Chapter, the Registration provisions, or any

rule, regulation or general condition provided for hereunder, whether administratively, judicially, or both. Neither the existence of other remedies identified in this Chapter nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover fines, penalties, or monetary damages (except where liquidated damages are otherwise prescribed) for such violation by the Communications Services Provider. The remedies available to the City shall be cumulative and in addition to any other remedies provided by law or equity. The laws of the State of Florida shall govern with respect to any proceeding in law or equity pertaining to the enforcement of this Chapter or any cause of action arising out of or in connection herewith.

(b) A Communications Services Provider's failure to comply with provisions of this Chapter shall constitute a City Code violation and shall subject the Communications Service Provider to the code enforcement provisions and procedures as provided in Chapter 162 of the Florida Statutes and Chapter 2, Article VI, Division 2 of the Umatilla City Code or Land Development Regulations, as applicable, and may be punishable as provided in Section 162.22, Florida Statutes, as it may be amended.

(c) In any proceeding before the City Council where there exists an issue with respect to a Communications Services Provider's performance of its obligations pursuant to this Chapter, the Communications Services Provider shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this Chapter. The City may find a Communications Services Provider who does not demonstrate compliance with the terms and conditions of this Chapter in default and apply any appropriate remedy or remedies as authorized by this Chapter. In determining which remedy is appropriate, the City Council shall take into consideration the nature of the violation, the Person bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the City Council determines are appropriate to the public interest.

(d) The City Manager, or his/her designee, shall be responsible for administration and enforcement of this Chapter, and is authorized to give any notice required herein or by law.

(e) Failure of the City to enforce any requirements of this Chapter shall not constitute a waiver of the City's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

Section 20. Abandonment of a Communications Facility.

(a) Upon Abandonment of any Facility owned by a Communications Services Provider in the Public Rights-of-Way, the Communications Services Provider shall notify the City within sixty (60) days.

(b) The City may direct the Communications Services Provider, by written notice, to remove all or any portion of such Abandoned Communications Facility at the Communications Services Provider's sole expense if the City determines that the Abandoned Communications Facility's presence interferes with the public health, safety, or welfare, which shall include, but shall not be limited to, a determination that such Communications Facility: (1) compromises safety at any time for any Public Rights-of-Way user; (2) compromises the safety of other Persons performing Placement or Maintenance of Communications Facilities in the Public Rights-of-Way; (3) prevents another Person from locating other facilities in the area of the Public Rights-of-Way where the Abandoned Communications Facility is located when other alternative locations are not reasonably available; or

(4) creates a maintenance condition that is disruptive to the use of the Public Rights-of-Way. In the event condition (2) is present, the City may require the third Person to coordinate with the Communications Services Provider who owns the existing Communications Facility for joint removal and Placement, where agreed to by the Communications Services Provider.

(c) If the Communications Services Provider fails to remove all or any portion of an Abandoned Communications Facility as directed by the City within the time period specified in the written notice, which time period must be reasonable under the circumstances, the City may perform such removal and charge the cost of the removal against the Communications Services Provider.

(d) In the event that the City does not direct the removal of the Abandoned Communications Facility, the Communications Services Provider, by its notice of Abandonment to the City, shall be deemed to consent to the alteration or removal of all or any portion of such abandoned Facility by the City or other Person, provided that the cost of the alteration or removal is not borne by the Communications Services Provider.

Section 20. Reservation of Rights.

The City hereby expressly reserves all of the following rights:

(a) To exercise its municipal home rule powers, now or hereafter, to the fullest extent allowed by law with regard to the access, use, and regulation of the Public Rights-of-Way.

(b) To amend this Chapter as it shall find necessary in the lawful exercise of its municipal authority.

(c) To adopt or enact by resolution or ordinance, in addition to the provisions contained herein and in any existing applicable ordinances, such additional reasonable regulations as the City Council finds necessary in the exercise of the City's police powers.

(d) To exercise the power of eminent domain, consistent with applicable Federal and State law, to acquire property that may include that property owned or leased by a Communications Services Provider.

(e) As and when deemed necessary by the City Council to be in the interest of the City or its residents, to abandon or vacate portions of the Public Rights-of-Way within the proper exercise of its municipal authority and without notice to or the consent of any Communications Services Provider. The City shall not be responsible for any costs, damages, loss, or other expense to the Communications Services Provider as a result of the City's abandonment or vacation of any Public Rights-of-Way.

(f) To place and maintain, and franchise or permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables, or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in the Public Rights-of-Way occupied by any Communications Services Provider.

(g) Without limitation, the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of any Public Rights-of-Way within the City limits and within said limits as the same may from time to time be altered.

(h) To require a Reseller to Register in accordance with Section 3 above to the extent such Reseller wants the right to place or maintain Facilities in the Public Rights-of-Way. Any Person using or leasing Facilities owned by a Registered Communications Services Provider is not, therefore, entitled to any rights to Place or Maintain Communications Facilities in the Public Rights-of-Way, unless such Person individually Registers with the City.

Section 21. Force Majeure.

In the event the City's or Registrant's performance of or compliance with any of the provisions of this Chapter is prevented by a cause or event not within the City's or Registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such Registrant uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For the purposes of this section, cause or events not within the City's or Registrant's control shall include, but not be limited to, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes, and restraints imposed by order of a governmental agency or court. Causes or events within a Registrant's control, and thus not falling within this section shall include without limitation, Registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of Registrant's directors, officers, employees, contractors, or agents.

Section 3. Conflicts of Laws.

Whenever the requirements or provisions of this ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

Section 4. Severability.

If any part, section, subsection, or other portion of this Ordinance or any application thereof to any person or circumstance is declared void, unconstitutional or invalid for any reasons, such part, section, subsection, or other portion of the prescribed application thereof, shall be severable, and the remaining provisions of this Ordinance, and all applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City declares that no invalid or prescribed provision or application was an inducement to the enactment of this Ordinance, and that it would have enacted this Ordinance regardless of the invalid or prescribed provision application.

Section 5. Codification and Inclusion in Land Development Regulations.

It is the intention of the City Council for the City of Umatilla that the provisions of this Ordinance shall become and be made part of the Land Development Regulations of the City of Umatilla; and that sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need or public hearing, by filing a corrected or recodified copy of same with the City Clerk.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2021.

Kent Adcock
Mayor

ATTEST:

Approved as to form:

Gwen Johns, MMC
City Clerk

Kevin Stone
City Attorney

Passed First Reading: _____

Passed Second Reading : _____

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: **October 25, 2021** **MEETING DATE: November 2, 2021**
SUBJECT: **First Baptist Church Umatilla**
ISSUE: **Site Plan Approval**

BACKGROUND SUMMARY:

The First Baptist Church of Umatilla is requesting site plan approval for a new sanctuary building planned to be 38,418 square feet in size, along with additional parking on 17.84 acres.

The existing Church facilities are equivalent to 46,010 square feet. If the new sanctuary is approved, the total building square footage would be increased to 84,428 square feet.

The Church has received a Tier I Traffic Exemption letter from Lake Sumter MPO, stating no offsite traffic improvements are necessary and the proposed expansion is projected to have minimal impacts on the surrounding roadway network.

The site plan has been reviewed and approved by GAI Consulting Engineers and Shane Lanoue, Fire Chief.

As submitted, the site plan meets or exceeds all City Land Development Regulations.

STAFF RECOMMENDATIONS: Approval

FISCAL IMPACTS:

COUNCIL ACTION:

Reviewed by City Attorney	<input type="checkbox"/> Yes	<input type="checkbox"/> No	√N/A
Reviewed by City Engineer	<input type="checkbox"/> XYes	<input type="checkbox"/> No	√N/A

CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.

SITE PLAN

Owner: First Baptist Church of Umatilla

Applicant: Duane K. Booth, P.E., BESH HALFF

General Location: 550 Hatfield Dr.

Number of Acres: 6.27± acres (entire site 17.84 ± acres)

Existing Zoning: PFD-Public Facilities District

Existing Land Use: Institutional

Date: October 25, 2021

Description of Project

The owner is seeking site plan approval for a 38,418 square footage addition to a sanctuary for an existing church and additional parking. The existing buildings on site total 46,010 square feet and consist of an existing sanctuary and school. The new sanctuary has a seating capacity of 1,200 seats. With the addition of the new sanctuary, the existing sanctuary will be converted to classroom space.

	Surrounding Zoning	Surrounding Land Use
North	C-2/RP	RMFLR/Commercial General
South	R-15	RSFMED/Commercial General
East	R-12	RSFMED
West	PFD/C-2	Commercial General

Assessment

The applicant is proposing a new sanctuary building (church) which is permitted by right in the public facilities district. (Note the project site represents a small percentage of the total lot.) The intensity of use is consistent with maximum ISR allowed in the PFD zoning district and all dimension criteria and setbacks are met.

Bicycle Parking

The applicant is requesting bicycle parking deferral pursuant to Chapter 14, Section 5(d)(2). Twenty (20) bicycle parking spaces are required and the applicant is proposing five (5) at this

time. A note has been added on the plan that the additional bicycle parking will be provided when the need is determined by the City of Umatilla.

Tree removal

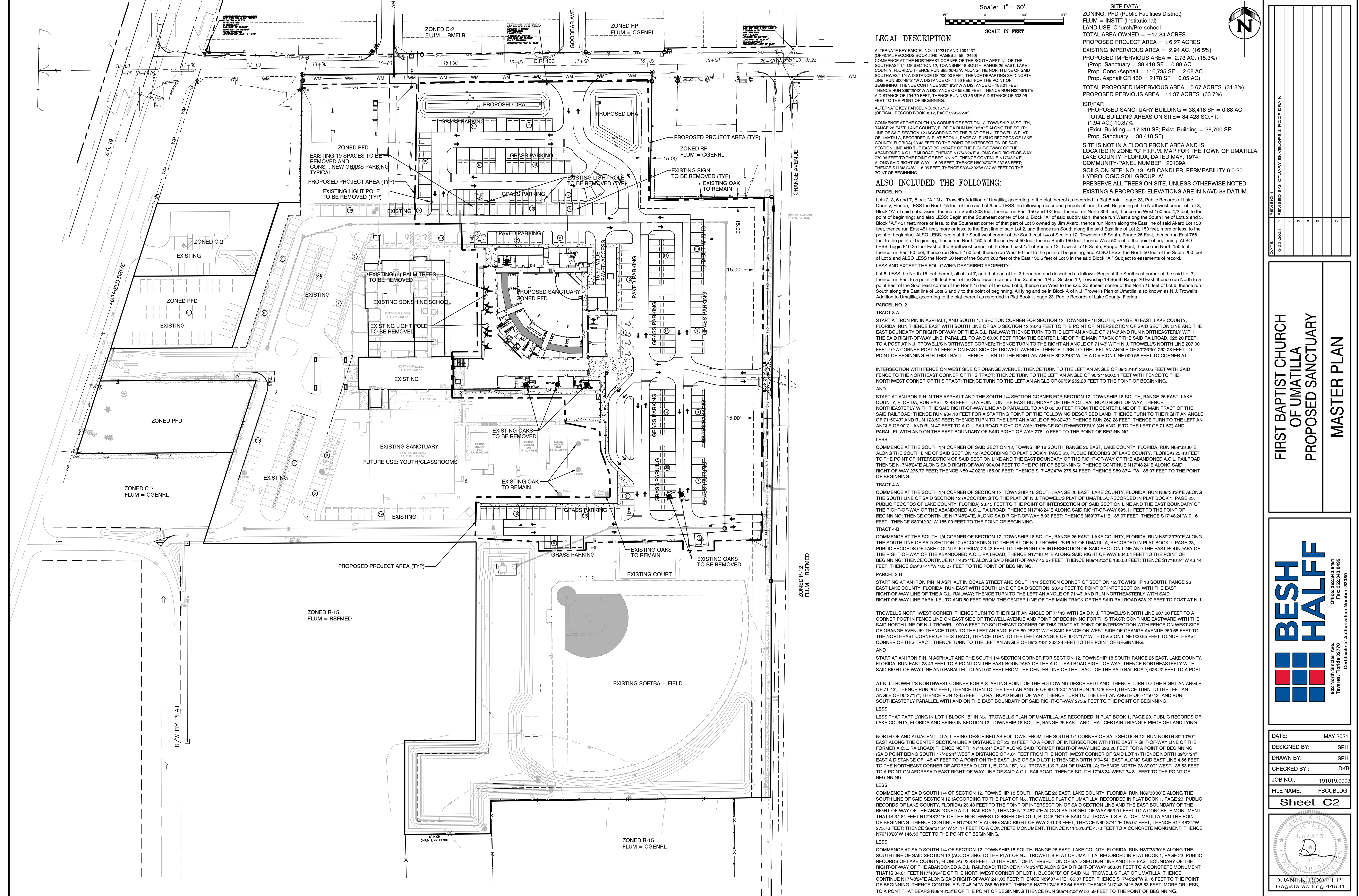
The proposed tree removal and mitigation plan meets Chapter 15.

Landscape Plan

The proposed landscaping plan meets Chapter 15.

Recommendation

Planning staff recommends approval of the site plan, tree removal and landscape plan, subject to engineering approval, as it meets the minimum requirements of Chapters 13, 14, and 15 of the LDRs.



LEGAL DESCRIPTION
 ALTERNATE KEY PARCEL NO. 1122317 AND 1094437 (OFFICIAL RECORDS BOOK 2649, PAGES 2458 - 2459)
 COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S89°25'42"W ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 200.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S04°48'15"W A DISTANCE OF 11.59 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S02°48'15"W A DISTANCE OF 193.01 FEET; THENCE RUN S89°25'42"W A DISTANCE OF 553.99 FEET; THENCE RUN N00°48'15"E A DISTANCE OF 194.70 FEET; THENCE RUN N89°30'30"E A DISTANCE OF 533.95 FEET TO THE POINT OF BEGINNING.

ALTERNATE KEY PARCEL NO. 3815755 (OFFICIAL RECORD BOOK 3212, PAGE 2295-2296)
 COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; RUN N89°33'30"E ALONG THE SOUTH LINE OF SAID SECTION 12 (ACCORDING TO THE PLAT OF N.J. TROWELL'S PLAT OF UMATILLA, RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) 23.43 FEET TO THE POINT OF INTERSECTION OF SAID SECTION LINE AND THE EAST BOUNDARY OF THE RIGHT-OF-WAY OF THE ABANDONED A.C.L. RAILROAD; THENCE N17°48'24"E ALONG SAID RIGHT-OF-WAY 779.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N17°48'24"E ALONG SAID RIGHT-OF-WAY 116.05 FEET; THENCE N89°42'02"E 237.63 FEET; THENCE S17°48'24"W 116.05 FEET; THENCE S89°42'02"W 237.63 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDED THE FOLLOWING:
 PARCEL NO. 1
 Lots 2, 3, 6 and 7, Block "A," N.J. Trowell's Addition of Umatilla, according to the plat thereof as recorded in Plat Book 1, page 23, Public Records of Lake County, Florida, LESS the North 15 feet of the said Lot 6 and LESS the following described parcels of land, to-wit: Beginning at the Northwest corner of Lot 3, Block "A" of said subdivision, thence run South 303 feet, thence run East 150 feet and 1/2 feet, thence run North 303 feet, thence run West 150 feet and 1/2 feet, to the point of beginning; and also LESS: Begin at the Southeast corner of Lot 2, Block "A" of said subdivision; thence run West along the South line of Lot 2 and 3, Block "A," 451 feet, more or less, to the Southeast corner of that part of Lot 3 owned by Jim Akard; thence run North along the East line of said Akard Lot 150 feet, thence run East 451 feet, more or less, to the East line of said Lot 2; and thence run South along the said East line of Lot 2, 150 feet, more or less, to the point of beginning; ALSO LESS: begin at the Southwest corner of the Southeast 1/4 of Section 12, Township 18 South, Range 26 East, thence run East 786 feet to the point of beginning; ALSO LESS: begin at the Southwest corner of the North 15 feet of the said Lot 6; thence run North 15 feet to the point of beginning, thence run South 150 feet, thence East 50 feet, thence South 150 feet to the point of beginning; ALSO LESS: begin 816.25 feet East of the Southwest corner of the Southeast 1/4 of Section 12, Township 18 South, Range 26 East, thence run North 150 feet, thence run East 80 feet, thence run South 150 feet to the point of beginning; and ALSO LESS, the North 50 feet of the South 200 feet of Lot 2 and ALSO LESS the North 50 feet of the South 200 feet of the East 130.5 feet of Lot 3 in the said Block "A." Subject to easements of record.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:
 Lot 6, LESS the North 15 feet thereof, all of Lot 7, and that part of Lot 3 bounded and described as follows: Begin at the Southeast corner of the said Lot 7, thence run East to a point 786 feet East of the Southwest corner of the Southeast 1/4 of Section 12, Township 18 South, Range 26 East, thence run North to a point East of the Southwest corner of the North 15 feet of the said Lot 6; thence run North 15 feet to the point of beginning; thence run South along the East line of Lots 6 and 7 to the point of beginning. All lying and be in Block A of N.J. Trowell's Plan of Umatilla, also known as N.J. Trowell's Addition to Umatilla, according to the plat thereof as recorded in Plat Book 1, page 23, Public Records of Lake County, Florida.

PARCEL NO. 2
 TRACT 3-A
 START AT IRON PIN IN ASPHALT, AND SOUTH 1/4 SECTION CORNER FOR SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; RUN THENCE EAST WITH SOUTH LINE OF SAID SECTION 12 23.43 FEET TO THE POINT OF INTERSECTION OF SAID SECTION LINE AND THE EAST BOUNDARY OF RIGHT-OF-WAY OF THE A.C.L. RAILWAY; THENCE TURN TO THE LEFT AN ANGLE OF 71°43' AND RUN NORTHEASTERLY WITH THE SAID RIGHT-OF-WAY LINE, PARALLEL TO AND 60.00 FEET FROM THE CENTER LINE OF THE MAIN TRACK OF THE SAID RAILROAD, 628.20 FEET TO A POST AT N.J. TROWELL'S NORTHWEST CORNER; THENCE TURN TO THE RIGHT AN ANGLE OF 71°43' WITH N.J. TROWELL'S NORTH LINE 207.00 FEET TO A CORNER POST AT FENCE ON EAST SIDE OF TROWELL AVENUE; THENCE TURN TO THE LEFT AN ANGLE OF 89°26'30" 262.28 FEET TO POINT OF BEGINNING FOR THIS TRACT; THENCE TURN TO THE RIGHT AN ANGLE 89°32'43" WITH A DIVISION LINE 900.58 FEET TO CORNER AT INTERSECTION WITH FENCE ON WEST SIDE OF ORANGE AVENUE; THENCE TURN TO THE LEFT AN ANGLE OF 89°32'43" 260.65 FEET WITH SAID SAID FENCE TO THE NORTHEAST CORNER OF THIS TRACT; THENCE TURN TO THE LEFT AN ANGLE OF 90°21' 900.54 FEET WITH FENCE TO THE NORTHWEST CORNER OF THIS TRACT; THENCE TURN TO THE LEFT AN ANGLE OF 89°39' 262.28 FEET TO THE POINT OF BEGINNING.

AND
 START AT AN IRON PIN IN THE ASPHALT AND THE SOUTH 1/4 SECTION CORNER FOR SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; RUN EAST 23.43 FEET TO A POINT ON THE EAST BOUNDARY OF THE A.C.L. RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY WITH THE SAID RIGHT-OF-WAY LINE AND PARALLEL TO AND 60.00 FEET FROM THE CENTER LINE OF THE MAIN TRACT OF THE SAID RAILROAD; THENCE RUN 904.10 FEET FOR A STARTING POINT OF THE FOLLOWING DESCRIBED LAND; THENCE TURN TO THE RIGHT AN ANGLE OF 71°50'43" AND RUN 123.50 FEET; THENCE TURN TO THE LEFT AN ANGLE OF 89°32'43"; THENCE RUN 262.28 FEET; THENCE TURN TO THE LEFT AN ANGLE OF 90°21' AND RUN 40 FEET TO A.C.L. RAILROAD RIGHT-OF-WAY; THENCE SOUTHWESTERLY AN ANGLE TO THE LEFT OF 71°57' AND PARALLEL WITH AND ON THE EAST BOUNDARY OF SAID RIGHT-OF-WAY 276.10 FEET TO THE POINT OF BEGINNING.

LESS
 COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN N89°33'30"E ALONG THE SOUTH LINE OF SAID SECTION 12 (ACCORDING TO PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) 23.43 FEET TO THE POINT OF INTERSECTION OF SAID SECTION LINE AND THE EAST BOUNDARY OF THE ABANDONED A.C.L. RAILROAD; THENCE N17°48'24"E ALONG SAID RIGHT-OF-WAY 904.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N17°48'24"E ALONG SAID RIGHT-OF-WAY 275.77 FEET; THENCE N89°42'02"E 185.00 FEET; THENCE S17°48'24"W 275.54 FEET; THENCE S89°37'41"W 185.07 FEET TO THE POINT OF BEGINNING.

TRACT 4-A
 COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN N89°33'30"E ALONG THE SOUTH LINE OF SAID SECTION 12 (ACCORDING TO THE PLAT OF N.J. TROWELL'S PLAT OF UMATILLA, RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) 23.43 FEET TO THE POINT OF INTERSECTION OF SAID SECTION LINE AND THE EAST BOUNDARY OF THE RIGHT-OF-WAY OF THE ABANDONED A.C.L. RAILROAD; THENCE N17°48'24"E ALONG SAID RIGHT-OF-WAY 895.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N17°48'24"E ALONG SAID RIGHT-OF-WAY 8.93 FEET; THENCE N89°37'41"E 185.07 FEET; THENCE S17°48'24"W 9.16 FEET; THENCE S89°42'02"W 185.00 FEET TO THE POINT OF BEGINNING.

TRACT 4-B
 COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN N89°33'30"E ALONG THE SOUTH LINE OF SAID SECTION 12 (ACCORDING TO THE PLAT OF N.J. TROWELL'S PLAT OF UMATILLA, RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) 23.43 FEET TO THE POINT OF INTERSECTION OF SAID SECTION LINE AND THE EAST BOUNDARY OF THE RIGHT-OF-WAY OF THE ABANDONED A.C.L. RAILROAD; THENCE N17°48'24"E ALONG SAID RIGHT-OF-WAY 904.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N17°48'24"E ALONG SAID RIGHT-OF-WAY 43.67 FEET; THENCE N89°42'02"E 185.00 FEET; THENCE S17°48'24"W 43.44 FEET; THENCE S89°37'41"W 185.07 FEET TO THE POINT OF BEGINNING.

TRACT 4-C
 STARTING AT AN IRON PIN IN ASPHALT IN OCALA STREET AND SOUTH 1/4 SECTION CORNER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST LAKE COUNTY, FLORIDA, RUN EAST WITH SOUTH LINE OF SAID SECTION 12 23.43 FEET TO POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE A.C.L. RAILWAY; THENCE TURN TO THE LEFT AN ANGLE OF 71°43' AND RUN NORTHEASTERLY WITH SAID RIGHT-OF-WAY LINE PARALLEL TO AND 60 FEET FROM THE CENTER LINE OF THE MAIN TRACK OF THE SAID RAILROAD 628.20 FEET TO POST AT N.J. TROWELL'S NORTHWEST CORNER; THENCE TURN TO THE RIGHT AN ANGLE OF 71°43' WITH SAID N.J. TROWELL'S NORTH LINE 207.00 FEET TO A CORNER POST IN FENCE LINE ON EAST SIDE OF TROWELL AVENUE AND POINT OF BEGINNING FOR THIS TRACT; CONTINUE EASTWARD WITH THE SAID NORTH LINE OF N.J. TROWELL'S NORTHWEST CORNER OF THIS TRACT AT POINT OF INTERSECTION WITH FENCE ON WEST SIDE OF ORANGE AVENUE; THENCE TURN TO THE LEFT AN ANGLE OF 89°26'30" WITH SAID FENCE ON WEST SIDE OF ORANGE AVENUE 260.65 FEET TO THE NORTHEAST CORNER OF THIS TRACT; THENCE TURN TO THE LEFT AN ANGLE OF 90°21'17" WITH DIVISION LINE 900.58 FEET TO NORTHEAST CORNER OF THIS TRACT; THENCE TURN TO THE LEFT AN ANGLE OF 89°32'43" 262.28 FEET TO THE POINT OF BEGINNING.

AND
 START AT AN IRON PIN IN ASPHALT AND THE SOUTH 1/4 SECTION CORNER FOR SECTION 12, TOWNSHIP 18 SOUTH RANGE 26 EAST, LAKE COUNTY, FLORIDA; RUN EAST 23.43 FEET TO A POINT ON THE EAST BOUNDARY OF THE A.C.L. RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY WITH SAID RIGHT-OF-WAY LINE AND PARALLEL TO AND 60 FEET FROM THE CENTER LINE OF THE TRACT OF THE SAID RAILROAD, 628.20 FEET TO A POST AT N.J. TROWELL'S NORTHWEST CORNER; THENCE TURN TO THE RIGHT AN ANGLE OF 71°43' WITH SAID N.J. TROWELL'S NORTH LINE 207.00 FEET TO A CORNER POST IN FENCE LINE ON EAST SIDE OF TROWELL AVENUE AND POINT OF BEGINNING FOR THIS TRACT; CONTINUE EASTWARD WITH THE SAID NORTH LINE OF N.J. TROWELL'S NORTHWEST CORNER OF THIS TRACT AT POINT OF INTERSECTION WITH FENCE ON WEST SIDE OF ORANGE AVENUE; THENCE TURN TO THE LEFT AN ANGLE OF 89°26'30" WITH SAID FENCE ON WEST SIDE OF ORANGE AVENUE 260.65 FEET TO THE NORTHEAST CORNER OF THIS TRACT; THENCE TURN TO THE LEFT AN ANGLE OF 90°21'17" WITH DIVISION LINE 900.58 FEET TO NORTHEAST CORNER OF THIS TRACT; THENCE TURN TO THE LEFT AN ANGLE OF 89°32'43" 262.28 FEET TO THE POINT OF BEGINNING.

LESS
 LESS THAT PART LYING IN LOT 1 BLOCK "B" IN N.J. TROWELL'S PLAN OF UMATILLA, AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND BEING IN SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, AND THAT CERTAIN TRIANGLE PIECE OF LAND LYING NORTH OF AND ADJACENT TO ALL BEING DESCRIBED AS FOLLOWS: FROM THE SOUTH 1/4 CORNER OF SAID SECTION 12, RUN NORTH 89°19'59" EAST ALONG THE CENTER SECTION LINE A DISTANCE OF 23.43 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE FORMER A.C.L. RAILROAD; THENCE NORTH 17°48'24" EAST ALONG SAID FORMER RIGHT-OF-WAY LINE 628.20 FEET FOR A POINT OF BEGINNING; (SAID POINT BEING SOUTH 17°48'24" WEST A DISTANCE OF 4.81 FEET FROM THE NORTHWEST CORNER OF SAID LOT 1) THENCE NORTH 89°31'24" EAST A DISTANCE OF 146.47 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE NORTH 0°04'54" EAST ALONG SAID EAST LINE 4.86 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 1, BLOCK "B"; N.J. TROWELL'S PLAN OF UMATILLA, THENCE NORTH 78°39'00" WEST 138.53 FEET TO A POINT ON AFORESAID EAST RIGHT-OF-WAY LINE OF SAID A.C.L. RAILROAD; THENCE SOUTH 17°48'24" WEST 34.81 FEET TO THE POINT OF BEGINNING.

LESS
 COMMENCE AT SAID SOUTH 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN N89°33'30"E ALONG THE SOUTH LINE OF SAID SECTION 12 (ACCORDING TO THE PLAT OF N.J. TROWELL'S PLAT OF UMATILLA, RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) 23.43 FEET TO THE POINT OF INTERSECTION OF SAID SECTION LINE AND THE EAST BOUNDARY OF THE RIGHT-OF-WAY OF THE ABANDONED A.C.L. RAILROAD; THENCE N17°48'24"E ALONG SAID RIGHT-OF-WAY 663.01 FEET TO A CONCRETE MONUMENT THAT IS 34.81 FEET N17°48'24"E OF THE NORTHWEST CORNER OF LOT 1, BLOCK "B" OF SAID N.J. TROWELL'S PLAT OF UMATILLA AND THE POINT OF BEGINNING; THENCE CONTINUE N17°48'24"E ALONG SAID RIGHT-OF-WAY 241.03 FEET; THENCE N89°37'41"E 185.07 FEET; THENCE S17°48'24"W 275.76 FEET; THENCE S89°31'24"W 31.47 FEET TO A CONCRETE MONUMENT, THENCE N11°52'06"E 4.70 FEET TO A CONCRETE MONUMENT, THENCE N79°10'23"W 146.56 FEET TO THE POINT OF BEGINNING.

LESS
 COMMENCE AT SAID SOUTH 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN N89°33'30"E ALONG THE SOUTH LINE OF SAID SECTION 12 (ACCORDING TO THE PLAT OF N.J. TROWELL'S PLAT OF UMATILLA, RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) 23.43 FEET TO THE POINT OF INTERSECTION OF SAID SECTION LINE AND THE EAST BOUNDARY OF THE RIGHT-OF-WAY OF THE ABANDONED A.C.L. RAILROAD; THENCE N17°48'24"E ALONG SAID RIGHT-OF-WAY 663.01 FEET TO A CONCRETE MONUMENT THAT IS 34.81 FEET N17°48'24"E OF THE NORTHWEST CORNER OF LOT 1, BLOCK "B" OF SAID N.J. TROWELL'S PLAT OF UMATILLA; THENCE CONTINUE N17°48'24"E ALONG SAID RIGHT-OF-WAY 241.03 FEET; THENCE N89°37'41"E 185.07 FEET; THENCE S17°48'24"W 9.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S17°48'24"W 266.60 FEET; THENCE N89°31'24"E 52.64 FEET; THENCE N17°48'24"E 266.53 FEET, MORE OR LESS, TO A POINT THAT BEARS N89°42'02"E OF THE POINT OF BEGINNING THENCE RUN S89°42'02"W 52.59 FEET TO THE POINT OF BEGINNING.

SITE DATA:
 ZONING: PFD (Public Facilities District)
 FLUM = INSTIT (Institutional)
 LAND USE: Church/Pre-school
 TOTAL AREA OWNED = ± 17.84 ACRES
 PROPOSED PROJECT AREA = ± 6.27 ACRES
 EXISTING IMPERVIOUS AREA = 2.94 AC. (16.5%)
 PROPOSED IMPERVIOUS AREA = 2.73 AC. (15.3%)
 (Prop. Sanctuary = 38,418 SF = 0.88 AC.
 Prop. Conc./Asphalt = 116,735 SF = 2.68 AC
 Prop. Asphalt CR 450 = 2178 SF = 0.05 AC)
 TOTAL PROPOSED IMPERVIOUS AREA = 5.67 ACRES (31.8%)
 PROPOSED PERVIOUS AREA = 11.37 ACRES (63.7%)

ISR/FAR
 PROPOSED SANCTUARY BUILDING = 38,418 SF = 0.88 AC.
 TOTAL BUILDING AREAS ON SITE = 84,428 SQ.FT.
 (1.94 AC.) 10.87%
 (Exist. Building = 17,310 SF; Exist. Building = 28,700 SF;
 Prop. Sanctuary = 38,418 SF)

SITE IS NOT IN A FLOOD PRONE AREA AND IS
 LOCATED IN ZONE "C" F.I.R.M. MAP FOR THE TOWN OF UMATILLA,
 LAKE COUNTY, FLORIDA, DATED MAY, 1974
 COMMUNITY-PANEL NUMBER 120139A
 SOILS ON SITE: NO. 13, AIB CANDLER, PERMEABILITY 6.0-2.0
 HYDROLOGIC SOIL GROUP "A"
 PRESERVE ALL TREES ON SITE, UNLESS OTHERWISE NOTED.
 EXISTING & PROPOSED ELEVATIONS ARE IN NAVD 88 DATUM.

REVISION	DATE	DESCRIPTION
1	10-25-2021	REVISED SANCTUARY ENVELOPE & ROOF DRAIN

**FIRST BAPTIST CHURCH
 OF UMATILLA
 PROPOSED SANCTUARY
 MASTER PLAN**

**BESH
 HALFF**

902 North Sinclair Ave.
 Tallahassee, Florida 32378
 Office: 352.343.8481
 Fax: 352.343.8495
 Certificate of Authorization Number: 33380

DATE:	MAY 2021
DESIGNED BY:	SPH
DRAWN BY:	SPH
CHECKED BY:	DKB
JOB NO.:	191019.0003
FILE NAME:	FBCUBLDG
Sheet C2	

DUANE K. BOOTH, PE
 Registered Eng 44631



FIRST BAPTIST CHURCH UMATILLA

City Council Agenda Packet - November 2, 2021

NORTH ELEVATION



COSCO & ASSOCIATES, INC.
DESIGN • CONSTRUCTION • FINANCING

Designing for His Kingdom | Building for the Master

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