



City of North Port

ORDINANCE NO. 2017-37

(Updating code language related to communication and wireless facilities to be consistent with Florida Statutes Section 337.401 by creating Chapter 86 – Communication and Wireless Infrastructure Right-of-Way Utilization in the Code of the City of North Port, Florida and by amending Appendix A – City Fee Structure)

AN ORDINANCE OF THE CITY OF NORTH PORT, FLORIDA, AMENDING THE CODE OF THE CITY OF NORTH PORT, FLORIDA, RELATING TO COMMUNICATION AND WIRELESS FACILITIES TO BE CONSISTENT WITH FLORIDA STATUTES SECTION 337.401, ESTABLISHING NEW REGULATIONS FOR COMMUNICATION AND WIRELESS INFRASTRUCTURE IN THE RIGHTS-OF-WAY; CREATING CHAPTER 86 – COMMUNICATION AND WIRELESS INFRASTRUCTURE RIGHT-OF-WAY UTILIZATION; AMENDING APPENDIX A – CITY FEE STRUCTURE; PROVIDING FOR FINDINGS; PROVIDING FOR ADOPTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODING OF AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the public rights-of-way within the City of North Port are a unique and physically limited resource and important amenity that are critical to the travel and transport of persons and property in the City; and

WHEREAS, the demand for communications and wireless services has grown exponentially in recent years, requiring the continual upgrading of telecommunications equipment and services to satisfy such demand; and

WHEREAS, the public rights-of-way must be managed and controlled in a manner that enhances the health, safety and general welfare of the City and its citizens; and

WHEREAS, the use and occupancy of the public rights-of-way by providers of communications and wireless services must be subject to regulation that can ensure minimal inconvenience to the public, coordinate users, maximize available space, reduce maintenance costs to the public, and facilitate entry of an optimal number of providers of services in the public interest; and

WHEREAS, Florida Statutes Section 337.401 provides that because federal and state law require the nondiscriminatory treatment of providers of telecommunications services, and because of the desire to promote competition among providers of communications and wireless services, the Florida Legislature intends that municipalities treat providers of communications and wireless services in a nondiscriminatory and competitively neutral manner when imposing rules or regulations governing the placement or maintenance of communications facilities in the public roads or rights-of-way; and

WHEREAS, the City Commission of the City of North Port finds that to promote the public health, safety and general welfare, it is necessary to: (a) provide for the placement or maintenance of communications and wireless facilities in the public rights-of-way within the City limits; (b) adopt and administer reasonable rules, regulations and general conditions not inconsistent with applicable state and federal law; (c) manage the placement and maintenance of communications and wireless facilities in the public rights-of-way by all providers; (d) minimize disruption to the public rights-of-way; (e) require the restoration of the public rights-of-way to original condition; and (f) minimize the impact on surrounding areas by establishing standards for location, landscape screening and compatibility; and

WHEREAS, the City Commission of the City of North Port has held public hearings on November 28, 2017 and December 12, 2017, with due public notice to receive comments on the revision of the Code of the City of North Port; and

WHEREAS, the City Commission of the City of North Port has determined that the proposed rules and regulations serve the public health, safety and welfare of the citizens of the City of North Port, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, AS FOLLOWS:

SECTION 1 – FINDINGS:

1.01 The recitals outlined above are incorporated by reference as findings of fact as if expressly set forth herein.

SECTION 2 – ADOPTION:

2.01 Chapter 86 of the Code of the City of North Port, Florida, is hereby created to read as follows:

“Chapter 86 – COMMUNICATION AND WIRELESS INFRASTRUCTURE RIGHT-OF-WAY UTILIZATION

ARTICLE I. – IN GENERAL

Sec. 86-1. - Scope.

This Chapter shall apply to any public or private entity that seeks to construct, place, install, maintain or operate a communications system or facilities, as such terms are defined herein, in the public rights-of-way, unless otherwise exempt by operation of applicable state law. This Chapter shall equally apply to a City owned or controlled communications system except to the extent such facilities are utilized on an internal, non-commercial basis by the City or any of its agencies, departments or bureaus.

Secs. 86-2 – 86-5. - Reserved.

ARTICLE II. – ADMINISTRATION

Sec. 86-6. - Definitions.

For purposes of this Chapter, the following terms, phrases, words and their derivations shall have the meanings ascribed herein. All references herein to state, federal, and local laws, rules, and regulations shall mean and include all amendments to same.

Abandonment means the permanent cessation of all uses of a communications facility; 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 constitute abandonment of a communications facility.

Affiliate means each entity, directly or indirectly controlling, controlled by, or under common control with a communications services or wireless 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 percent (15%) in such communication services or wireless services provider.

Applicable code(s) means uniform building, fire, electrical, plumbing, and/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 and/or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by ordinance.

Applicant means an entity who submits an application under this Chapter.

As-built survey(s) means an applicant's final and complete drawings in hard copy signed and sealed by a professional surveyor and mapper (as defined in Section 472.005, Florida Statutes) and the final and complete electronic overview map (in autocad, microstation, mapinfo, ESRI or other format acceptable to the City) presented in computer input media. As-Built Surveys, in both the drawings and the electronic overview map, must show the present state of a communications services or wireless services provider's facilities in the public rights-of-way, including but not limited to, the horizontal and vertical location of facilities located at least every 100 feet and at any alignment change. Horizontal locations on all points of such facilities shall be from road right-of-way or right-of-way centerline. Vertical locations on all points of such facilities shall consist of elevations in either NGVD 1929 or NAVD 1988.

Authority means a county or municipality having jurisdiction and control of the rights-of-way of any public road. The term does not include the Florida Department of Transportation. Rights-of-way under the jurisdiction and control of the Florida Department of State are excluded from this Chapter.

Authority utility pole means a utility pole owned by an authority in the right-of-way.

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.

Communications facility means any portion of a communications system located in the public rights-of-way.

Communications services means the definition ascribed in Section 202.11(1), Florida Statutes.

Communications services provider means: (1) any entity, municipality or county providing communications services through the use and operation of a communications system or communications facilities installed, placed and/or maintained in the public rights-of-way, regardless of whether such system or facilities are owned or leased by such entity, municipality or county and regardless of whether such entity, 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 (2) any entity, municipality or county that constructs, installs, places, maintains or operates communications facilities in the public rights-of-way but does not provide communications services, including for example an entity that places dark fiber or conduit in the public rights-of-way and leases or otherwise provides those facilities to an entity that provides communications services.

Communications system or system means any permanent or temporary plant, equipment and/or 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 utility poles, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, and other plant, equipment or pathway.

Dealer means any entity, municipality, county or reseller providing communications or wireless services to an end user in 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 that has registered with the Florida Department of Revenue as a provider pursuant to Chapter 202, Florida Statutes.

Director of Public Works means the Director of Public Works for the City or the Director's designee.

Entity 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.

Facility means any or all of the following: communications system, communications facility, wireless facility, and/or wireless service.

Franchise means an initial authorization or renewal of an authorization, regardless of whether the authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, to construct and operate a cable system or video service provider network facilities in the public right-of-way or as further defined in Section 337.4061, Florida Statutes.

Non-dealer means any entity, municipality or county that places or maintains a communications system or communications facility in the public rights-of-way but that does not provide communications or wireless services, including an entity that places dark fiber or conduit in the public rights-of-way and leases or otherwise provides those facilities to an entity that provides communications or wireless services to an end user. This definition is intended to include any entity that places or maintains pass-through facilities in the public rights-of-way, but does not provide communications or wireless services to an end user within the corporate limits of the City.

Pass-through facility means any facility that merely pass through the City from one point to another point and from which no revenues are directly attributable to end users or other providers within the City.

Pass-through provider means any entity that places or maintains a communications facility in the roads or rights-of-way of the City and that does not remit taxes imposed by the City pursuant to Chapter 202, Florida Statutes.

Placement or maintenance or placing or maintaining, or other similar formulation of that term, means the named actions interpreted broadly to encompass, among other things, erection, construction, reconstruction, installation, inspection, replacement, extension, expansion, repair, removal, operation, occupation, location, relocation, grading, undergrounding, trenching or excavation. Any communications or wireless 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 reseller 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.

Provider means a communications service provider, a wireless service provider, or a wireless infrastructure provider.

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 in fee simple or via easement 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 include public utility easements and City services easements that are under the jurisdiction and control of the City wherein the City now has or hereafter acquires the right to locate or permit the location of communications facilities, provided that the terms and conditions of any such easement expressly allow, or any restrictions thereon do not expressly prohibit, the use of the particular easement for purposes other than which it was conveyed, dedicated or condemned. public rights-of-way shall not include: (1) county, state or federal rights-of-way; (2) property owned by any entity other than the City; (3) service entrances or driveways leading from the road or street onto adjoining property; or (4) except as described above, any real or personal property of the City, such as, but not limited to, City parks, buildings, fixtures, poles, conduits, sewer lines, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

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.

Reseller means a communications services or wireless services provider who purchases communications services from another communications service or wireless service provider and then resells, uses as a component part of, or integrates the purchased services into a mobile communications service.

Small wireless facility means a wireless facility that meets the following qualifications:

(1) 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 its exposed elements could fit within an enclosure of no more than six (6) cubic feet in volume; and

(2) All other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of 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.

Utility pole means a pole or similar structure that is 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 a horizontal support structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure fifteen feet (15') in height or less unless an authority grants a waiver for such pole.

Wireless facility means equipment at a fixed location that 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:

- (1) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- (2) Wireline backhaul facilities; or
- (3) 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.

Wireless infrastructure permit means the building permit(s) required by the City and the right-of-way utilization permit required under City Code Chapter 66 prior to commencement of any placement or maintenance of facilities in the public rights-of-way, which have received approvals from the appropriate departments.

Wireless infrastructure provider means an entity that the Public Service Commission has certificated to provide telecommunications service in the state and that builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless service provider.

Wireless services means any services provided using license or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

Wireless services provider means an entity that provides wireless services.

Wireless support structure means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure design to support or capable of supporting wireless facilities. The term does not include a utility pole.

Sec. 86-7. - Registration.

Every provider that desires to place or maintain a facility in the public rights-of-way, including any pass-through facilities, shall first register with the City in accordance with this Section. Subject to the provisions prescribed in this Chapter, a provider that has properly registered may apply for wireless infrastructure permits to place or maintain facilities in the public rights-of-way.

(a) Every provider that desires to place or maintain facilities in the public rights-of-way, including any pass-through facilities, shall register with the Public Works Department 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; and
- (2) The address and telephone number of the applicant's principal place of business in Florida and any branch office located in the City or, if none, the name, address and telephone number of the applicant's national headquarters and its registered agent in Florida; and
- (3) The name, address and telephone number of the applicant's primary contact person and the person to contact in case of an emergency; and
- (4) The type of service provider that the applicant intends to act as within the corporate limits of the City (if more than one, state all that apply), or, if none, state that the applicant is a non-dealer or is intending only to place and maintain pass-through facilities; and
- (5) A copy of both the applicant's resale certificate and certificate of registration issued by the Florida Department of Revenue to engage in the business of being a Service provider in the state; and
- (6) A copy of the applicant's certificate of authorization, public convenience and necessity or other similar certification issued by the Public Service Commission; and
- (7) The number of the applicant's certificate of authorization or license to be a Service provider issued by the Public Service Commission, the Florida Department of State, the Federal Communications Commission or other federal authority, if any; and
- (8) For an applicant that is a non-dealer, in lieu of providing the information identified in paragraphs (5), (6) and (7) above, the applicant shall provide a certified copy of the certificate or license issued by the Florida Department of State, or other appropriate state agency or department, authorizing the entity to do business in the state; and
- (9) Evidence of the applicant's insurance coverage as required in this Chapter; and
- (10) The security fund as required in this Chapter; and
- (11) An acknowledgment that the applicant has received and reviewed a copy of this Chapter, which acknowledgment shall not be deemed an agreement.

(b) The Director of Public Works shall review the information submitted by the applicant. If the Director determines that the applicant complied with the requirements in Subsection (a), the registration shall be effective and the City shall notify the applicant of the effectiveness of registration in writing. If the Director 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 therefore. The City shall reply to an applicant within thirty (30) calendar days after receipt of the registration and 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 provider. Registration under this Chapter governs only the placement or maintenance of 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 provider from obtaining appropriate access or attachment agreements before locating its facilities on those facilities or on property belonging to the City or another entity. Registration does not excuse a provider from complying with all other applicable City ordinances, codes or regulations, including the rules, regulations and general conditions as set forth in this Chapter.

(d) A provider may cancel a registration upon written notice to the City stating that it will no longer place or maintain facilities in the public rights-of-way and will no longer have a need to apply for wireless infrastructure permits to perform construction or other work in the public rights-of-way. A provider cannot cancel a registration if it intends to continue placing or maintaining 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 facility in the public rights-of-way, but shall establish for the provider a right to apply for a wireless infrastructure 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. Registration does not excuse or exempt a provider from having to obtain a business tax receipt from the City in accordance with City Code Chapter 34.

(f) A provider shall renew its registration with the City by April 1 of even-numbered years in accordance with the registration requirements in this Chapter, except that any provider that initially registers during the even-numbered year when renewal would be due or the odd-numbered year immediately preceding such even-numbered year shall not be required to renew its registration until the next even-numbered year. Within thirty (30) calendar days of any change in the information required to be submitted pursuant to Subsection (a), a 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.

(g) In accordance with applicable City ordinances, codes or regulations, a wireless infrastructure permit is required for a provider to place or maintain a 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 provider having an effective registration if all permitting requirements of the City and other provisions of this Chapter are met.

(h) A reseller that does not place or maintain facilities in the public rights-of-way is not required to register with the City.

Sec. 86-8. - Notice of transfer, sale or assignment of assets.

If a 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 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 provider to the City within thirty (30) calendar days after the effective date of such transfer, sale or assignment. If the transferee, buyer or assignee is not currently registered with the City pursuant to this Chapter, then the transferee, buyer or assignee must register within sixty (60) calendar days of the effective date of such transfer, sale or assignment. If any applications for wireless infrastructure permits are pending under the provider's name as of the date the City receives written notice of the transfer, sale or assignment, then the Public Works Department shall consider the transferee, buyer or assignee as the new applicant unless otherwise notified by the provider.

Sec. 86-9. - Rules, regulations and general conditions.

As a condition of allowing the placement or maintenance of a 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 Chapter, these rules, regulations and general conditions shall apply to all providers, including those that are non-dealers, 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 provider shall at all times comply with all federal, state and local laws, codes and regulations for maintaining and operating facilities in the public rights-of-way.

- 375 (2) Due care. A provider shall use and exercise due caution, care and skill in
 376 performing work in the public rights-of-way and shall take all reasonable steps to
 377 safeguard work sites.
- 378 (3) Permits. A provider shall not commence to place or maintain a facility in public
 379 rights-of-way until all applicable permits have been issued by the City and other
 380 appropriate authorities, except in the case of an emergency. The term *emergency*
 381 shall mean a condition that affects the public's health, safety or general welfare,
 382 which includes an unplanned out-of-service condition of a pre-existing service.
 383 The provider shall provide prompt notice to the City of the placement or
 384 maintenance of a facility in the public rights-of-way in the event of an emergency
 385 and shall be required after the fact to submit plans, record drawings and as-built
 386 surveys, showing the placement or relocation of a facility due to the emergency.
- 387 (4) Application for wireless infrastructure permit. Prior to the issuance of a wireless
 388 infrastructure permit to allow the placement or maintenance of a facility in the
 389 public rights-of-way, the City has the right to first review and consider and the
 390 provider shall provide all the following:
- 391 (A) Schedule. The expected dates and times when the facility will be installed
 392 and the estimated time needed for construction and placement of the
 393 proposed facility;
- 394 (B) Location and description. The location of the proposed facility, the public
 395 rights-of-way affected and a description of the facility, including the type of
 396 facility (e.g., conduit, fiber, twisted pair, etc.), the number of fibers or other
 397 cable being installed, and the approximate size of the facility (e.g., length,
 398 height, width and diameter);
- 399 (C) Site plans. Complete and accurate plans and drawings to scale, prepared and
 400 signed and sealed by a licensed Florida professional engineer, land
 401 surveyor, and/or architect, including: (1) plan views and all elevations
 402 before and after the proposed construction with all height and width
 403 measurements called out; (2) a depiction of all proposed transmission
 404 equipment; (3) a depiction of all proposed utility runs and points of contact;
 405 and (4) a depiction of the leased or licensed area with all rights-of-way
 406 and/or easements for access and utilities in plain view. Site plans and
 407 drawings must include all applicable information to demonstrate a clear fall
 408 zone and compliance with the Florida Building Code for wind load
 409 requirements.
- 410 (D) Compaction and soil density evaluation. For installation of new utility poles
 411 or wireless support structures, a compaction and soil density evaluation
 412 prepared, signed and sealed by a licensed Florida professional engineer is
 413 required.
- 414 (E) Visual analysis. A color visual analysis that includes to-scale visual
 415 simulations that show unobstructed before-and-after construction daytime
 416 and clear-weather views from at least four angles, together with a map that
 417 shows the location from each view.

- (F) Statement of purpose/radio frequency justification. A clear and complete written statement of purpose shall minimally include: (1) a description of the technical objective to be achieved; (2) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (3) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a licensed Florida professional engineer.
- (G) Design justification. A clear and complete written analysis that explains how the proposed design complies with the applicable design standards under this Chapter to the maximum extent feasible. A complete design justification must identify all applicable design standards under this Chapter and provide a factually detailed reason why the proposed design either complies or cannot feasibly comply.
- (H) Collocation and alternative site analysis.
1. All applications for a new facility will demonstrate that collocation is not feasible, consistent with Section 86-9(b)(7) of this Chapter.
 2. The application must address the City's preferred facility locations as described in Section 86-9(b)(8) of this Chapter with a detailed explanation justifying why a site of higher priority was not selected. The City's facility location preferences must be addressed in a clear and complete written alternative site analysis that shows at least five (5) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative site and the proposed site that explains the substantive reasons why the applicant rejected the alternative sites. An applicant may only reject an alternative site for one or more of the following reasons:
 - a. Preclusion by structural limitations;
 - b. Inability to obtain authorization from the owner;
 - c. Failure to meet the service coverage objectives of the applicant;
 - d. Failure to meet other engineering requirements for factors such as location, height, and size;
 - e. Physical or environmental constraints, such as unstable soils or wetlands; and/or
 - f. Being a more intrusive location despite the higher priority in this Chapter as determined by the Director of Public Works.

3. A complete alternative sites analysis provided under this Subsection may include fewer than five (5) alternative sites so long as the applicant provides a factually detailed written rationale for why it could not identify at least five (5) potentially available, higher ranked, alternative sites using the rejection criteria provided for under this Subsection.

(I) Radio frequency emissions compliance report. A written report, prepared, signed and sealed by a licensed Florida professional engineer which assesses whether the proposed facility demonstrates compliance with the exposure limits established by the Federal Communications Commission. The report shall also include a cumulative analysis that accounts for all emissions from all facilities located on or adjacent to the proposed site, identifies the total exposure from all facilities and demonstrates planned compliance with all maximum permissible exposure limits established by the Federal Communications Commission. The report shall include a detailed description of all mitigation measures required by the Federal Communications Commission.

(J) Noise study. A noise study prepared, signed and sealed by a licensed Florida professional engineer for the proposed facility and all associated equipment in accordance with this Chapter.

(K) Maintenance-of-traffic plan. In the event that the provider's placement or maintenance of facilities requires streets or traffic lanes to be temporarily closed or obstructed, the provider must obtain all necessary permits from the City, and shall obtain approval of its maintenance-of-traffic plan from the Public Works Department. This plan shall include potential disturbances to ADA-compliance of sidewalks and shall provide for temporary access and pedestrian detours.

(L) Collocation consent. If the applicant is not utilizing a City-owned utility pole or is not constructing a new facility in the City rights-of-way, the applicant must provide a written and notarized statement from the property or facility owner allowing the applicant to use the site.

(5) Review procedures. All applications for a new small wireless facility will be processed in accordance with the requirements of Section 337.401(7), Florida Statutes, as it applies to time frames for review, negotiation on location, and reasons for denial of an engineering permit.

Fees for permits and inspections will be assessed for each location stated for a facility installation, regardless of whether the application is submitted on an individual basis or as a consolidated application.

(6) Limited purpose of wireless infrastructure permit. A wireless infrastructure 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. Wireless infrastructure permits 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 wireless infrastructure permit shall not be construed as a warranty that the placement of any facility complies with applicable codes, regulations or laws.

(7) *Responsibility for contractors.* Every provider that is registered with the City shall be liable for the actions of contractor(s) hired by it 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.

(b) *Regulations on the placement or maintenance of communications facilities.*

(1) *Underground.*

(A) Per Section 337.401(7)(i), Florida Statutes, a provider shall comply with nondiscriminatory undergrounding requirements of the City, as it prohibits aboveground structures in public rights-of-way. The City currently prohibits the placement of aboveground structures for utilities in Activity Centers, new subdivisions which have all utility lines placed underground, properties with Residential Manufactured Home (RMH) zoning, and any other location the City requires in the future to place all utilities underground. Facilities shall be placed between the property line and the curb line of all streets and avenues and shall not be within the paved roadway or the roadway recovery area unless specifically approved in writing by the Director of Public Works. All facilities shall have consistent alignment parallel with the edge of pavement, a thirty-six inch (36") depth of cover and shall have two feet (2') of horizontal clearance from other underground utilities and their appurtenances. Where approved by the Director of Public Works, facilities to be placed in the street shall be laid according to the permanent grade of the street and at a depth below the surface of the permanent grade as each is determined by the Director of Public Works.

(B) *Waivers.* Aboveground facilities in Activity Centers may be granted a waiver at the discretion of the Director of Public Works when one of the following scenarios is met and the proposed facility includes a stealth design that fully conceals the facility within the utility pole or wireless support structure:

1. An aboveground facility is intended to be collocated on a City-owned utility pole; or
2. Installation of a new facility is proposed that meets a locational need as determined by the Director of Public Works, such as a light pole or traffic control device, and this need is met or assisted through the installation of a new facility.

- (2) Aboveground approval. The placement and maintenance of facilities aboveground, including new utility poles, wireless support structures, and aerial wires, are subject to the provisions of this Chapter. Location on any utility pole or wireless support structure shall not be considered a vested interest of the provider and such poles or structures, if owned by the provider or by a non-dealer, shall be removed or modified by the provider at its own expense whenever the City or other governmental authority determines that the public convenience would be enhanced thereby. The lowest placement of any facility on any utility pole or other aboveground structure in the public rights-of-way shall not be less than eighteen feet (18') from the ground. When electric utility facilities or other facilities are placed underground or are required to be placed underground, the provider shall concurrently place its facilities underground without cost to the City.
- (3) New utility poles or wireless support structures. The placing of any new utility pole or wireless support structure to support facilities is subject to the provisions of this Chapter. No utility pole or wireless support structure shall be placed in any gutter or drainage area and must be behind the curb to avoid damage to any sidewalk. In areas of the City where either electric utility wires or other facilities are aboveground and such facilities are moved, either voluntarily or at the direction of the City, to a new utility pole or wireless support structure, the provider shall likewise move all its aboveground facilities on such poles or structures to such new poles or structures within thirty (30) calendar days after receipt of written notice from the City or the owner of the new pole or structure, without cost to the City.
- (4) Placement and maintenance standards. The placement or maintenance of 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 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.

- (5) Sunshine 811. Every provider shall utilize, and if permissible, maintain membership in the utility notification one call system administered by Sunshine State One-Call of Florida, Inc. d/b/a Sunshine 811.
- (6) Safety and minimal interference. All placement and maintenance of facilities in the public rights-of-way shall be subject to this Chapter 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 provider shall at all times employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents that 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 facilities in the public rights-of-way as well as joint trenching or the collocation of facilities in existing conduit is strongly encouraged, and should be employed wherever and whenever feasible.
- (7) Tower sharing and collocation. New facilities must, to the maximum extent feasible, collocate on existing towers or other structures of a similar height to avoid construction on new towers, unless precluded by zoning constraints such as height, structural limitations, inability to obtain authorization by the owner of an alternative location, or where an alternative location will not meet the service coverage objectives of the applicant. Applications for a new facility must address all existing structures of a similar height within one-half ($\frac{1}{2}$) mile of the proposed site as follows: (a) by providing evidence that a request was made to locate on the existing tower or other structure, with no success; or (b) by showing that locating on the existing tower or other structure is infeasible.
- (8) Location considerations.
- (A) Preferred facility locations. All new facilities must apply the following siting priorities, ordered from most-preferred to least-preferred: (i) City-owned property and facilities that are not within residential zones or within one hundred fifty feet (150') of residential zones; (ii) portions of rights-of-way in residential zones that have been designated as school bus stops; and (iii) sites that do not meet either of these criteria.
- (B) Considerations for City rights-of-way. At a minimum, the following considerations must be made for placement in City rights-of way: (i) location of existing infrastructure, both aboveground and underground; (ii) planned roadway expansion, creation of bike lanes, sidewalks, or

multimodal paths, or similar planned infrastructure projects; and (iii) potential for future conflicts with driveway locations for future development.

(C) General considerations. Installation of new facilities shall take place in the rights-of-way, not utility easements, and shall occur toward the corner of property lines. New facilities will not be permitted at the location of SCAT bus stops.

(9) Height. The height of a facility is limited to ten feet (10') above the utility pole or wireless support structure upon which the facility is to be collocated. The height of a new utility pole or wireless support structure is limited to the tallest existing utility pole as of July 1, 2017, located in the same right-of-way, other than a utility pole for which a waiver previously has been granted, measured from grade in place within five hundred feet (500') of the proposed location of the small wireless facility. If there is no utility pole within five hundred feet (500'), the height shall be limited to fifty feet (50').

(10) Use of stealth design/technology. Applicants must utilize stealth design for installation of all new facilities, as follows:

(A) In Activity Centers, new utility poles and wireless support structures must be the same color as all other authority utility poles in that Activity Center and should be similar to the approved lighting structures in the Urban Design Standards Pattern Book for that Activity Center.

(B) In residential zones, new utility poles and wireless support structures must be designed to blend into the fabric of the neighborhood, using architecturally compatible construction and colors, and shall include street lighting that complies with the illumination standards in Section 37-50 of the City's Unified Land Development Code.

(C) Facilities collocating on authority utility poles must blend in to the existing utility pole in such a way that the facility is not easily recognizable by passersby.

(D) In all cases, no exposed wires are permitted.

(E) Accessory equipment must be located or placed in an existing building, underground, or in an equipment shelter that is: (i) designed to blend in with existing surroundings, using architecturally compatible construction and colors.

(11) Make-ready work. Make-ready work may be required for collocation of facilities on City infrastructure. All work shall be done in accordance with Section 337.401(7), Florida Statutes.

(12) Noise. At no time shall transmission equipment or any other associated equipment (including but not limited to heating and air conditioning units) at any facility emit noise that exceeds the applicable limits established in the City Code.

- 667 (13) Signage. Facilities may not bear any signage or advertisement(s) other than that
668 required by law.
- 669 (14) Correction of harmful conditions. If at any time the City or other authority of
670 competent jurisdiction reasonably determines that any facility is, or has caused
671 a condition that is, harmful to the health, safety or general welfare of any entity,
672 then the provider shall, at its own expense, promptly correct or eliminate all
673 such facilities and conditions. In an emergency, as determined by the Public
674 Works Director, when the provider is not immediately available or is unable to
675 provide the necessary immediate repairs to a facility that is damaged or
676 malfunctioning, or has caused a sunken area or other condition and, in the
677 Public Works Director's sole discretion, is deemed a threat to the health or
678 safety of the general public, then the City shall have the right to remove, make
679 repairs to or eliminate same with the total cost being charged to and paid for by
680 the provider upon demand.
- 681 (15) Remedy of hazardous conditions. If at any time a condition exists that the Public
682 Works Director reasonably determines is an emergency that is potentially
683 hazardous or life threatening to any person or is a threat to the health or safety
684 of the general public, and to remedy such condition the Public Works Director
685 reasonably determines that a provider must temporarily relocate or
686 temporarily shut off service or transmissions through a facility, then the Public
687 Works Director may order the provider to immediately perform such
688 temporary relocation or shut off until the condition has been remedied, and to
689 do so at the provider's own expense and without liability to or recourse against
690 the City. In such an emergency, when the provider is not immediately available
691 or is unable to immediately relocate or shut off the specific facility, then the City
692 shall have the right to perform, or cause to be performed, such temporary
693 relocation or shut off until the condition has been remedied with the total cost
694 being charged to and paid for by the provider upon demand.
- 695 (16) Interference with other facilities. A provider shall not, in violation of any
696 applicable laws or regulatory standards, design, place or maintain its facilities
697 in a manner that will interfere with the signals or facilities of any municipal or
698 county police, fire or rescue department, the facilities of any public utility, or the
699 facilities of another provider, including any cable service provider.
- 700 (17) Relocation or removal of facilities. Except in cases of emergency, a
701 communications or wireless services provider, at its own expense, shall abide
702 by the following:
- 703 (A) Where the City finds that the facility is unreasonably interfering in some
704 way with the convenient, safe or continuous use, or the maintenance,
705 improvement, extension or expansion of any public rights-of-way, and
706 upon thirty (30) calendar days written notice, the provider shall
707 relocate or remove its facility as specified in said notice. In the event it
708 charges the provider for the cost and expense of relocating or removing
709 such facility, the City shall provide the provider with a notice and order

as provided for in Section 337.404, Florida Statutes, or any subsequently enacted law of the state.

(B) Within a reasonable period of time from the date of written notice from the City, but not more than thirty (30) calendar days thereafter, relocate or remove, as specified in said notice, its facility in the event the Public Works Director determines it necessary: (i) for the construction, completion, repair, relocation or maintenance of a City project; (ii) because the particular 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 (iii) because the particular facility is interfering with the signals or facilities of the City of North Port Police Department, North Port Fire Rescue District, or the City of North Port Utilities Department. In the event the City issues any such written notice to the provider pursuant to this paragraph, and the provider fails to cause the relocation or removal within thirty (30) calendar days from the date of written notice, the City may relocate or remove such facilities without further notice to the provider and the total cost and expense shall be charged to the provider.

(18) Temporary raising or lowering of facilities. A provider, upon request of any entity 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 facilities to accommodate such temporary encroachment or move. The expense of such temporary raising or lowering of facilities shall be paid by the entity requesting the same, and the provider shall have the authority to require such payment in advance. The requesting entity shall give provider at least twenty (20) calendar days written notice to arrange for the temporary relocation. The written notice must detail the time and location of the permitted activity. The requesting entity also shall give the provider at least twenty-four (24) hours' notice prior to the commencement 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 in response to an entity's request.

(19) Coordination. To minimize the adverse impact on public rights-of-way and other municipal improvements, the Director of Public Works may require that a provider coordinate the placement or maintenance of its facilities with any ongoing or planned work, construction, installation or repairs to the subject rights-of-way or other facilities therein. Within the public rights-of-way, every provider shall make space in its trench and/or conduit available to other providers consistent with the requirements of 47 U.S.C. Section 224. Providers shall utilize existing conduits, pathways and other facilities whenever possible, and shall not place or maintain any new, different, or additional utility poles or wireless support structures, conduits, pathways or other facilities until written

approval is obtained from the City or other appropriate governmental authority, and where applicable, from the private property owner.

(20) Collocation and joint use.

(A) Prior to the placement of any new or additional underground conduit in the public rights-of-way, a provider may enter into a joint use agreement with the existing utility and/or other entity possessing a right to occupy the public rights-of-way, to use an existing or planned conduit that the provider could reasonably utilize to meet its needs, at a reasonable cost, and on the time schedule reasonably needed. The provider shall provide a copy of the joint use agreement to the Director of Public Works. Where a provider does not enter into a joint use agreement, it shall certify in writing to the Director of Public Works 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 an existing or planned conduit that the provider could reasonably utilize to meet its needs, and that no such conduit is available or planned at a reasonable cost by any other entity on the time schedule reasonably needed.

(B) A provider shall not be permitted to perform any placement or maintenance of facilities in those segments of the public rights-of-way where there exists vacant or available conduit, or where 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 provider's system or network. Under such circumstances the 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. Where owned by another governmental body a provider shall, in good faith, exhaust all means of obtaining use of such conduit or fiber before applying for a wireless infrastructure permit from the City. This subsection does not apply to collocation of new facilities on existing authority utility poles.

(21) Restoration of the public rights-of-way. After completion of any placement or maintenance of a facility in the public rights-of-way or each phase thereof, a 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 to their original condition immediately prior to the placement or maintenance work. If the provider fails to make such restoration within thirty (30) calendar days following the completion of such placement or maintenance, the City may perform such restoration and charge the costs of the restoration to the provider in accordance with Section 337.402, Florida Statutes. The provider shall, to the satisfaction of the Director of Public Works, maintain and correct any restorations made pursuant hereto for a period of twelve (12) months following the date of its completion.

- 797 (22) Disruption or destruction of other facilities or property. A provider shall not
 798 knowingly place or maintain any facility in a manner that in any way disrupts,
 799 displaces, damages or destroys any sewer line, gas line, water main, pipe,
 800 conduit, wires, fiber optics, or other facilities or property belonging to the City
 801 or any other entity lawfully occupying the public rights-of-way, without first
 802 obtaining written consent from the Director of Public Works. The provider shall
 803 bear all responsibility and costs for any such conduct undertaken without the
 804 City's written consent.
- 805 (23) Trees and vegetation. Except in cases where normal tree or vegetation trimming
 806 is necessary to ensure the safe operation of the communications and wireless
 807 services or to protect the provider's facilities, the removal, cutting, marring,
 808 defacing or destruction of any trees or other vegetation (other than grasses) by
 809 the provider within the public rights-of-way is prohibited unless the provider
 810 has obtained all applicable permits from the City. All such normal tree or
 811 vegetation trimming by the provider must be performed in accordance with the
 812 requirements of the City Code and shall be at the provider's own expense. All
 813 other removal, cutting, marring, defacing or destruction of any trees or other
 814 vegetation (other than grasses) by the provider shall be subject to the
 815 supervision and direction of the City or other appropriate governmental
 816 authority. If the provider either: (i) fails to engage in normal tree or vegetation
 817 trimming on public property and such failure results in the provider's facilities
 818 causing damage or injury to any property or person; or (ii) engages in normal
 819 tree or vegetation trimming on public property and through such action causes
 820 damage or injury to any property or person, then the provider, by act of
 821 registering hereunder, agrees to indemnify, hold harmless, and defend the City
 822 for any liability resulting from such damage or injury. The provider may
 823 contract for such services, provided that any firm or individual so retained
 824 obtains City approval prior to commencing such activity.
- 825 (24) Provision and form of record drawings and as-built surveys. Within forty-five (45)
 826 calendar days after completion of any placement or maintenance of a facility in
 827 the public rights-of-way, the provider shall provide the City with record
 828 drawings showing the final location of such facility. The provider shall provide
 829 the City with as-built surveys within forty-five (45) calendar days after
 830 completion of any placement or maintenance of a facility in the public rights-of-
 831 way. The record drawings and as-built surveys shall be provided to the City at
 832 no cost.
- 833 (25) Production and filing of as-builts. A provider that is registered with the City shall
 834 produce and keep on file at its principal place of business an accurate and
 835 complete set of as-built surveys for all facilities it placed and/or maintains in
 836 the public rights-of-way. The location and identification of facilities and the
 837 production of as-built surveys shall be at the sole expense of the provider.
 838 Within thirty (30) calendar days of any written request by the Director of Public
 839 Works, the provider must provide to the City, at no cost, copies of complete sets
 840 of as-builts for the indicated public rights-of-way.

(26) Removal of facilities placed without permit. Any facilities placed in the public rights-of-way by the provider without first obtaining the required wireless infrastructure permits shall be removed within thirty (30) calendar days of the City providing written notice to remove the same. If the provider fails to timely comply with such notice, the facilities may be removed by order of the City's Director of Public Works and upon demand, the provider shall bear and pay the cost of removal.

(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, Commissioners, consultants, agents, employees or independent contractors shall have any liability to any provider for any claims for any damages, costs, expenses or losses resulting from the City's breakage, removal, alteration or relocation of a provider's facilities that: (i) arose out of or in connection with any emergency or disaster situation; (ii) was, in the sole discretion of the Director of Public Works, 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 (c) was found by City Commission to be in the best interest of the health, safety or general welfare of the public.

(2) No exemption from permits. Nothing in this Chapter shall exempt any provider from obtaining wireless infrastructure permits for work done within the public rights-of-way.

(3) Subject to police power. The rights of the provider shall be subject to all lawful exercises of police power by the City, and to such other reasonable regulations of the public rights-of-way as the City shall 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 power shall be resolved in favor of the latter.

(4) City inspection. The City shall have the right to inspect a facility placed or maintained in the public rights-of-way as the City 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 due to the City's inspection of a facility's placement or maintenance or due to the City's failure 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 provider. Before accessing any manhole, the City will make a reasonable good-faith effort to provide the provider notice and to afford the provider an opportunity to have trained personnel present, unless determined by the Public Works Director to be an emergency.

- (6) 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 facility or its right to authorize the placement or maintenance of any facility in the public rights-of-way. Any performance of work, costs incurred or services rendered by a 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 the Florida Statutes or other 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 facility.

Sec. 86-10. - Duty to notify City of resellers; conditional use of public rights-of-way.

Within thirty (30) calendar days of any registered provider using its facilities to carry the communication services of any reseller, such provider shall notify the City of the name and address of such reseller. A reseller's lease, interconnection or other use of facilities belonging to a provider registered in accordance with this Chapter and 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 provider to remove such facilities from the public rights-of-way.

Sec. 86-11. - Revocation or suspension of wireless infrastructure permits.

The City may revoke any wireless infrastructure permit currently issued to a provider for work in the public rights-of-way or suspend the issuance of wireless infrastructure permits in the future to a provider for, in addition to any other circumstances provided for in this Chapter, any of the following reasons:

- (1) A violation of permit conditions, including conditions set forth in the permit, this Chapter, and other applicable codes or regulations governing the placement or maintenance of facilities in the public rights-of-way.
- (2) A misrepresentation or fraud made or committed on the part of the provider in the registration process or in the application for a wireless infrastructure permit.
- (3) The failure to properly renew the registration or the ineffectiveness of registration.
- (4) The failure to relocate or remove facilities as required by the City pursuant to this Chapter.

The Director of Public Works shall provide notice and an opportunity to cure any violation above, each of which shall be reasonable under the circumstances.

Sec. 86-12. - Involuntary termination of registration.

(a) The City may terminate a registration if:

(1) A federal or state authority suspends, denies, or revokes a provider's certification or license to provide communications or wireless services;

(2) The provider's placement or maintenance of a 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 provider fails to remedy the danger promptly after receipt of written notice from the City;

(3) The provider ceases to use all its facilities in the public rights-of-way and has not complied with the regulations in this Chapter for abandonment of a facility; or

(4) The 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 Director of Public Works shall issue the provider a written notice setting forth all matters pertinent to the proposed termination. The provider shall have thirty (30) calendar days after receipt of such notice within which to eliminate the reason or to present a plan satisfactory to the Director of Public Works. If not eliminated or if the plan presented is rejected, the Director of Public Works shall provide written notice of such rejection to the 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 this Chapter.

(c) In the event of registration termination, following any appeal period, the provider formerly registered shall: (i) notify the City of the assumption or anticipated assumption by another registrant of ownership of the provider's facilities in the public rights-of-way; or (ii) provide the City with an acceptable plan for disposition of its facilities in the public rights-of-way. Where a provider fails to comply with this Subsection the City may exercise any and all remedies available at law or in equity, including but not limited to taking possession of the facilities where another entity has not assumed the ownership or physical control of the facilities or requiring the provider, within ninety (90) calendar days of the termination or such longer period as may be mutually agreed to between the City and the provider, to remove some or all of the facilities from the public rights-of-way and restore the public rights-of-way to their original condition prior to such removal. A determination of non-compliance is subject to appeal as provided in this Chapter.

(d) A provider whose registration has been terminated shall take all steps necessary to render safe every portion of its 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 facilities used to provide another service for which the provider, or another entity that owns or exercises physical control over the facilities, holds a valid certification or license with the governing federal or state agency, if required for provision of such service, and that 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 a registration will affect or preclude any other right the City may have.

Sec. 86-13. - Appeals.

The following actions are subject to appeal to the City Manager: (i) a final denial of an initial registration; (ii) a denial of an application for renewal of a registration; (iii) a termination of a registration; or (iv) a denial, revocation, or suspension of any wireless infrastructure permit. A notice of appeal of such decision may be filed with the City Manager within thirty (30) calendar days of the date of the final written decision to be appealed. The City Manager shall have thirty (30) calendar 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. Where a notice of appeal to the City Manager is not timely filed as provided herein, such right to appeal shall be waived. Upon the timely correction by the provider of the circumstances that gave rise to a suspension or denial of a wireless infrastructure permit, the suspension or denial shall be lifted (the same does not apply to the revocation of a wireless infrastructure permit).

Sec. 86-14. - Charge for pass-through providers.

(a) Applicability. Pass-through providers that place or maintain a communications facility in the City's roads or rights-of-way shall pay the City an amount based on and in accordance with Subsection (b).

(b) Charge. Applicable pass-through providers shall pay to the City an annual amount totaling the greater of:

(1) Five hundred dollars (\$500.00) per linear mile of the roads or rights-of-way where a communications facility is placed; or

(2) The maximum amount allowable per linear mile, as provided for in Section 337.401(6), Florida Statutes.

In any case, said charge shall not exceed the amount allowable by Section 337.401(6), Florida Statutes.

(c) Administration of charge. The charge in this Section may be charged only once annually and only to one entity annually for any communications facility. The City shall discontinue charging an entity that has ceased to be a pass-through provider. The annual amount charged shall be reduced for a prorated portion of any twelve (12) month period during which the entity remits taxes imposed by the City pursuant to Chapter 202, Florida Statutes. Upon receipt of the entity's written notice of any excess amounts paid, the City shall refund the excess. The charge in this Section shall not apply to any communications facility that is used exclusively for the internal communications of an

electric utility or other entity in the business of transmitting or distributing electric energy.

Sec. 86-15. - Collocation fees.

The rate to collocate small wireless facilities on an authority utility pole shall be one hundred and fifty dollars (\$150.00) per pole, annually, or such maximum rate as is adopted in Section 337.401, Florida Statutes.

Sec. 86-16. - Existing franchise or communications facility.

Unless otherwise specifically addressed in the franchise document, all provisions herein shall be fully applicable to entities already having in existence, prior to the effective date of this Chapter, a valid and effective franchise from the City to construct, place, install, maintain or operate a facility in the public rights-of-way, but only to the extent that such provisions do not directly conflict with the material terms of the existing franchise. Any provision herein that is in addition to or supplemental to the provisions contained in an existing franchise shall not be deemed or construed to be in direct conflict with the material terms of such franchise. A provider with a facility in the public rights-of-way as of the effective date of this Chapter has until October 1, 2018 to comply with the provisions of this Chapter, including but not limited to registration, or be in violation thereof.

Secs. 86-17 - 86-20. - Reserved.

ARTICLE III. - INSURANCE, BONDS, AND ENFORCEMENT

Sec. 86-21. - Insurance.

(a) At all times during the use or occupancy of the public rights-of-way, including any time during placement or maintenance of facilities, the provider shall obtain, pay all premiums for, and maintain the types of insurance policies and coverage limits described in this Section. Nothing contained in this Chapter shall limit a provider's liability to the City to the limits of insurance certified or carried.

(1) Commercial general liability insurance valid in the state; 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 dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury, personal injury or death, or property damage and in an amount not less than two million dollars (\$2,000,000) policy aggregate for each personal injury liability, broad form

property damage (without XCU exclusions), contractual liability and products-completed operations liability.

(2) Business automobile liability insurance valid in the state; which policy limit shall be in an amount not less than one million dollars (\$1,000,000) combined single limit, including bodily injury and property damage covering owned, leased, hired and non-owner vehicles.

(3) Workers' compensation valid in the state; 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; which policy limit shall be in an amount not less than one million dollars (\$1,000,000) for each accident for employer's liability.

(b) All insurance providers used shall be admitted and duly authorized to do business in the state 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 to \$500,000,000 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 Commissioners, officers, and employees as additional insureds with respect to any covered liability arising out of the placement or maintenance of facilities in the public rights-of-way or other activities under this Chapter. Each 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) calendar days' written notice by registered or certified mail of any cancellation, intent not to renew, or reduction in policy coverage. Each provider shall be responsible for notifying the City of such cancellation, intent not to renew, or reduction in coverage. All certificates of insurance, including all endorsements and riders, evidencing insurance coverage, shall be submitted to the City within thirty (30) calendar days after the date of the provider's registration with the City pursuant to this Chapter. Each 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) calendar days following receipt by the City or the provider of such notice.

(c) The certificates of insurance must be properly executed by the authorized representative of the insurance provider and must include all endorsements, riders and notices. Each provider shall file and maintain with the City on an annual basis the required certificates of insurance. The certificates 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 Chapter 86 of the City of North Port Code," policy expiration date, and specific coverage amounts;

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

(3) That the City, its Commissioners, officers and employees are additional insureds;

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

(5) That the commercial general liability insurance policy is primary and 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 provider may satisfy the insurance requirements of this Chapter by providing documentation of self-insurance that, in the sole discretion of the City's Risk Manager, 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 provider must be authorized as a self-insurer by the Department of Insurance under the laws of the state.

Sec. 86-22. - Indemnification.

(a) Except with respect to the willful misconduct, negligence or gross negligence of the City, a provider, by registering with the City pursuant to this Chapter, shall be obligated at its sole cost and expense to defend, indemnify and hold harmless the City, its officials, Commissioners, consultants, agents, employees and independent contractors 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 facilities in the public rights-of-way by the provider or its agent or hired contractor. This indemnification provision shall include but not be limited to damages and penalties arising out of claims: (i) by any entity on account of bodily injury to a person or persons, death of a person or persons, or property damage, where any of the foregoing is occasioned by the operations of the provider, or alleged to have been so caused or occurred; or (ii) involving the provider's violation of any easement or private property rights.

(b) Nothing 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, including the reasonable value of any services rendered by the City Attorney's Office and any consultants, experts, agents and employees of the City. The City will attempt to notify the 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: (i) as denying the City, the provider, or any entity any remedy or defense available under the laws of the

state; or (ii) as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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

Sec. 86-23. - Construction bond.

- (a) Prior to issuance of any wireless infrastructure permit where the type of work allowed under the permit will require restoration of the public rights-of-way, the provider or its contractor must 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 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 fifteen thousand dollars (\$15,000) conditioned upon the full and faithful completion of construction and restoration of the public rights-of-way to its original condition. Six (6) months following completion and inspection of the restoration of the public rights-of-way satisfactory to the Director of Public Works, the provider or its contractor may reduce the face amount of the construction bond to five thousand dollars (\$5,000) and thereafter may allow the bond to lapse in accordance with its terms. For any subsequent work in the public rights-of-way, the 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 dollars (\$15,000). 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 Director of Public Works 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. 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 provider or its contractor must 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 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.

Sec. 86-24. - Performance bond.

- (a) Before any 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 one thousand (1,000) feet of open trenching in the public rights-of-way at any given time, the provider must 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 dollars (\$250,000) conditioned upon the full and faithful compliance by the provider with all requirements, duties, and obligations imposed by this Chapter 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 Director of Public Works 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 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 provider must 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 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 incurred by the City due to the 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, including the reasonable value of any services rendered by the City Attorney's Office and any consultants, experts, agents and employees of the City, as well as the cost of removal or abandonment of any property.

Sec. 86-25. - Security fund.

Every provider shall make a twenty-five-thousand-dollar (\$25,000) cash deposit, or shall file with the City an irrevocable letter of credit 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 provider of all requirements, duties and obligations imposed by this Chapter. The letter of credit shall be in a form and issued by an institution acceptable to the City's Finance Director. Should the City draw upon the security fund, it shall promptly notify the provider, and the 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: (i) the effective date of transfer, sale or assignment by the provider of all its facilities in the public rights-of-way; (ii) twelve (12) months after the removal or

abandonment by the provider of all its facilities in the public rights-of-way; or (iii) six (6) months after the termination of registration, including any appeals undertaken. 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 provider fails to perform any requirement, duty, or obligation of this Chapter, there shall be recoverable, jointly and severally from the security fund, any damages or loss 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, including the reasonable value of any services rendered by the City Attorney's Office and any consultants, experts, agents and employees of the City, up to the full amount of the security fund.

Sec. 86-26. - 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 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 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 provider's failure to comply with provisions of this Chapter shall constitute a Code violation and shall subject the provider to the code enforcement provisions and procedures as provided in Code Chapter 2, Article IX, and may be punishable as provided in this Code and Section 162.22, Florida Statutes.

(c) The City may find a provider that 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.

(d) The Director of Public Works 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.

Sec. 86-27. - Liquidated damages.

(a) In addition to any other rights or remedies available at law or equity or as otherwise provided in this Chapter, the City shall have the power to impose the following monetary

liquidated damages in the event the provider violates any provision of this Chapter. The provider is required to pay the City the monetary liquidated damages within ten (10) calendar days from the date of written notification for payment thereof in accordance with the schedule set forth below. Any such liquidated damages shall be recoverable from the security fund at the City's option.

(1) Failure to obtain a wireless infrastructure permit for the placement or maintenance of facilities in the public rights-of-way, or a violation of any permit condition — one hundred dollars (\$100.00) per occurrence.

(2) Failure to complete construction for the placement of a facility in the public rights-of-way within 180 days of the City issuing the applicable wireless infrastructure permit, unless a longer period has been granted by the City — one hundred dollars (\$100.00) per day thereafter.

(3) Failure to properly restore the public rights-of-way to their original condition following completion of the placement or maintenance of a facility in the public rights-of-way — one hundred dollars (\$100.00) per day.

(4) Failure to adhere to the permitting, inspection and installation standards and requirements — one hundred dollars (\$100.00) per occurrence.

(5) Failure to remove or relocate, either temporarily or permanently, facilities as required pursuant to this Chapter — one hundred dollars (\$100.00) per day.

(6) Failure in an emergency to repair, relocate, shut off, or eliminate facilities or harmful conditions as required under paragraphs 14 and 15 of Section 86-9(b) of this Chapter — five hundred dollars (\$500.00) per occurrence.

(7) Failure to move aboveground facilities or equipment to new utility poles or wireless support structures as required pursuant to this Chapter — one hundred dollars (\$100.00) per day.

(8) Failure to pay for, keep, or maintain on file the required insurance or to provide evidence thereof to the City — five hundred dollars (\$500.00) per occurrence.

(9) Failure to supply as-builts in accordance with this Chapter regarding placement or maintenance of communications facilities in the public rights-of-way — one hundred dollars (\$100.00) per day.

(10) Failure to comply with any other material requirements contained in this Chapter — one hundred dollars (\$100) per day.

(b) Before imposing any liquidated damages assessment pursuant to this Section, the Director of Public Works shall give written notice of violation to the provider and the City's intention to assess liquidated damages; such notice shall set forth with reasonable specificity the circumstances and the nature of the alleged violation(s). Following receipt of such notice, the provider shall have thirty (30) calendar days to either: (i) correct the alleged violation to the City's satisfaction; or (ii) file a notice of appeal in accordance with this Chapter to contest the alleged violation. If no appeal has been timely filed and the alleged violation has not been corrected after the thirty (30) calendar days, the City may collect liquidated damages and the same shall be deemed to

have begun to accrue from the date on the written notice of violation and shall continue to accrue until the violation is corrected or otherwise resolved to the satisfaction of the Director of Public Works. The enforcement of collection of liquidated damages may be through any means allowed under the laws of the state.

(c) The provider's failure to comply with certain material provisions of this Chapter will result in injury to the City and its residents. Because it will be difficult to estimate the extent of such injury, the City and, by its acceptance of a registration pursuant to this Chapter, the provider, agree to these liquidated damages for the referenced violations, which represent both parties' best estimate of the damages, whether actual or potential, resulting from the specified non-compliance, and may include without limitation, increased costs of administration and other damages too difficult to measure. The City Commission reserves the right to amend the liquidated damage amounts or to adopt further assessments for violations not specifically set forth herein.

(d) The procedure, rights and remedies set forth in this Section are not exclusive. Alternative remedies that are not set forth herein may be pursued simultaneously or subsequently. Use by the City of the liquidated damages provisions set forth in this Section shall not constitute a waiver of any such alternative remedies.

(e) Nothing herein shall be construed as affecting, in any manner, the rights of third parties to any relief available for damages or injury suffered due to alleged violations of this Chapter.

Sec. 86-28. - Abandonment of a communications facility.

(a) The provider shall notify the City within sixty (60) calendar days of the abandonment of any facility owned by the provider in the public rights-of-way.

(b) The City may direct the provider, by written notice, to remove all or any portion of such abandoned facility at the provider's sole expense if the City determines that the abandoned facility's presence interferes with the public health, safety or welfare, which shall include but not be limited to a determination that such facility: (i) compromises safety at any time for any public rights-of-way user; (ii) compromises the safety of other entities performing placement or maintenance of facilities in the public rights-of-way; (iii) prevents another entity from locating other facilities in the area of the public rights-of-way where the abandoned facility is located when other alternative locations are not reasonably available; or (iv) creates a maintenance condition that is disruptive to the use of the public rights-of-way. In the event of (ii), the City may require the affected entity to coordinate with the provider that owns the existing facility for joint removal and placement, where agreed to by the provider.

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

(d) In the event that the City does not direct the removal of the abandoned facility, the 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 entity, provided that the cost of the alteration or removal is not borne by the provider.

Sec. 86-29. - Reservation of rights.

The City hereby expressly reserves all the following rights:

(a) As and when deemed necessary by the City Commission to be in the best interest of the City or its residents, to abandon portions of the public rights-of-way within the proper exercise of its municipal authority and without notice to or the consent of any provider. The City shall not be responsible for any costs, damages, loss or other expense to the provider due to the City's abandonment of any public rights-of-way.

(b) To place and maintain, and 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 provider.

(c) 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.

(d) To require a reseller to register in accordance with this Chapter to the extent such reseller wants the right to place or maintain facilities in the public rights-of-way. Any entity using or leasing facilities owned by a registered provider is not entitled to any rights to place or maintain facilities in the public rights-of-way, unless such entity registers with the City.

* * *

APPENDIX A – CITY FEE STRUCTURE

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K. ROAD AND DRAINAGE FEES

ROAD AND DRAINAGE FEES	
Culvert Permit (Line and Grade) + Right-of-Way	\$200.00

ROAD AND DRAINAGE FEES	
Right-of-Way Use Permit	\$50.00
Culvert Re-inspection	\$75.00
<u>Collocation of Small Wireless Facility on Authority Utility Pole</u>	<u>\$150.00</u> <u>per pole annually</u>

1332 **SECTION 3 – CONFLICTS:**

1333 3.01 In the event of any conflict between the provisions of this Ordinance and any other
 1334 Ordinance or portions thereof, the provisions of this Ordinance shall prevail to the extent of
 1335 such conflict.

1336 **SECTION 4 – SEVERABILITY:**

1337 4.01 If any section, subsection, sentence, clause, phase, or provision of this Ordinance is
 1338 for any reason held invalid or unconstitutional by any court of competent jurisdiction, such
 1339 provision shall be deemed a separate, distinct, and independent provision and such holding
 1340 shall not affect the validity of the remaining portions hereof.

1341 **SECTION 5 – CODING OF AMENDMENTS:**

1342 5.01 In this Ordinance, additions are shown as underlined and deletions as strikethrough.
 1343 These editorial notations shall not appear in the codified text.

1344 **SECTION 6 – EFFECTIVE DATE:**

1345 6.01 This Ordinance shall take effect immediately after adoption by the City Commission
 1346 of the City of North Port. No development order or development permits dependent on this
 1347 Ordinance may be issued before it has become effective.

1348 READ BY TITLE ONLY at first reading by the City Commission of the City of North Port,
1349 Florida in public session this _____ day of _____, 2017.

1350 PASSED and DULY ADOPTED by the City Commission of the City of North Port, Florida on the
1351 second and final reading in public session this _____ day of _____, 2018.

CITY OF NORTH PORT, FLORIDA

VANESSA CARUSONE
MAYOR

ATTEST:

PATSY C. ADKINS, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

AMBER L. SLAYTON
CITY ATTORNEY