



**TOWN OF LAKE HAMILTON
TOWN COUNCIL
REGULAR MEETING AGENDA
Tuesday, MAY 3, 2022
6:00 P.M.**

The Town Council of the Town of Lake Hamilton will hold a Regular Council Meeting on Tuesday, May 3, 2022, at 6:00 PM at the Town Hall, 100 Smith Ave, Lake Hamilton, FL 33851.

- 1. CALL TO ORDER BY THE MAYOR**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL OF COUNCIL MEMBERS BY THE CLERK**
- 5. SCHEDULED PRESENTATIONS**
 - a. Swear in Mayor, Michael Kehoe- *pages 1*
 - b. Swear in Council Seat 2, Larry Dale Tomlinson- *pages 2*
 - c. Swear in Council Seat 4, Marlene Wagner- *pages 3*
 - d. Clerks Week Proclamation- *pages 4*
 - e. Chief Teague Presentation-*no pages*
 - f. Erin Killebrew, Citrus Connection Presentation- *pages 5-11*
- 6. CONSENT AGENDA**
 - a. March 29, 2022, Workshop Meeting Minutes- *pages 12-13*
 - b. April 5, 2022, Regular Meeting Minutes- *pages 14-23*
 - c. Parks & Rec Board Appointment Joy Sutkus- *pages 24*
 - d. Parks & Rec Board Appointment Elizabeth Monroe Kuykendall- *pages 25*
- 7. RECOGNITION OF CITIZENS (Non-Agenda Items)**
- 8. OLD BUSINESS-**
 - **Open Public Hearing**
 - a. Second Reading of Ordinance O-22-09 Peddlers, Hawkers, Solicitors- *pages 26-33*
 - b. Second Reading of Ordinance O-22-10 Fire Services MSBU- *pages 34-36*
 - c. Second Reading of Ordinance O-22-13 Impact Fees-*pages 37-51*
 - d. Second Reading of Ordinance O-22-14 Sign Regulations Amendment-*pages 52-100*
 - e. Second Reading of Ordinance O-22-15 LDR Revisions Swine- *pages 101-103*
 - f. Second Reading of Ordinance O-22-16 Water Tank Rd Town Property FLU- *pages 104-107*
 - g. Second Reading of Ordinance O-22-17 Water Tank Rd Town Property Rezoning-*pages 108-111*
 - h. Second Reading of Ordinance O-22-18 Utilities amendment replacing Chap 32-14 & 32-15-*pages 112-122*
 - **Close Public Hearing**
 - i. Future Planning Items/Update/Action on WUP/AWS/WW/PRWC
 1. Approve Updated Fee for Hartman Consultants, LLC- *pages 123-124*
 - j. Consider Council Wage Increase-*no pages*
- 9. NEW BUSINESS-**
 - a. Appoint Vice Mayor per Town Charter Section 2.04 (b)-*no pages*
 - b. Approval of Roads Project Engineering addendum-*pages 125-128*
 - c. Republic Services Contract Renewal Rates-*pages 129-151*
 - d. Resolution R-2022-06 Alcohol Sales on Public Property/ 2022 July Celebration-*pages 152-153*
 - **Open Public Hearing**
 - e. First Reading of Ordinance O-22-19 Comprehensive Plan Amendment-*pages 154-157*
 - **Close Public Hearing**
 - f. First Reading of Ordinance O-22-20 Permit Fee Schedule-*pages 158-162*
 - g. Consider Appointing a Centennial Committee-*no pages*
 - h. Consider Appointing a Charter Review Committee-*no pages*
- 10. STAFF REPORTS**
 - a. Town Administrator-*pages 163-164*
 - b. Town Clerk-*pages 165*
 - c. Police Department-*pages 166-173*
 - d. Code Enforcement-*no pages*
 - e. Community Development-*pages 174-175*
 - f. Public Works-*no pages*
- 11. ATTORNEY COMMENTS**
- 12. COUNCIL MEMBERS COMMENTS**
- 13. ADJOURNMENT**

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND F. S. 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THESE PROCEEDINGS PLEASE CONTACT TOWN CLERK, BRITTNEY SANDOVALSOTO, TOWN HALL, LAKE HAMILTON, FL AT 863-439-1910 WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS NOTIFICATION. IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE WHICH THE APPEALS IS TO BE BASED. (F.S. 286.26.105)



OATH OF OFFICE

MAY 3, 2022

STATE OF FLORIDA
COUNTY OF POLK
TOWN OF LAKE HAMILTON

“I do solemnly swear (or affirm) that I will support, honor, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State and under the Charter of the Town of Lake Hamilton; and that I will well and faithfully perform the duties of Council Seat 3 on which I am now about to enter, so help me God.”

Michael Kehoe, Mayor

ATTEST:

Town Clerk, Brittney Sandovalsoto



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Larry Dale Tomlinson, Council Seat 2

ATTEST:

Town Clerk, Brittney Sandovalsoto



OATH OF OFFICE

MAY 3, 2022

STATE OF FLORIDA
COUNTY OF POLK
TOWN OF LAKE HAMILTON

“I do solemnly swear (or affirm) that I will support, honor, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State and under the Charter of the Town of Lake Hamilton; and that I will well and faithfully perform the duties of Council Seat 3 on which I am now about to enter, so help me God.”

Marlene Wagner, Council Seat 4

ATTEST:

Town Clerk, Brittney Sandovalsoto

Proclamation

53rd ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 1 - May 7, 2022

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Michael Kehoe, Mayor of Lake Hamilton, do recognize the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Brittney Sandovalsoto and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 3rd day of May 2022

Michael Kehoe, Mayor

Town of Lake Hamilton

Fair Share and Ridership Update

April 2022



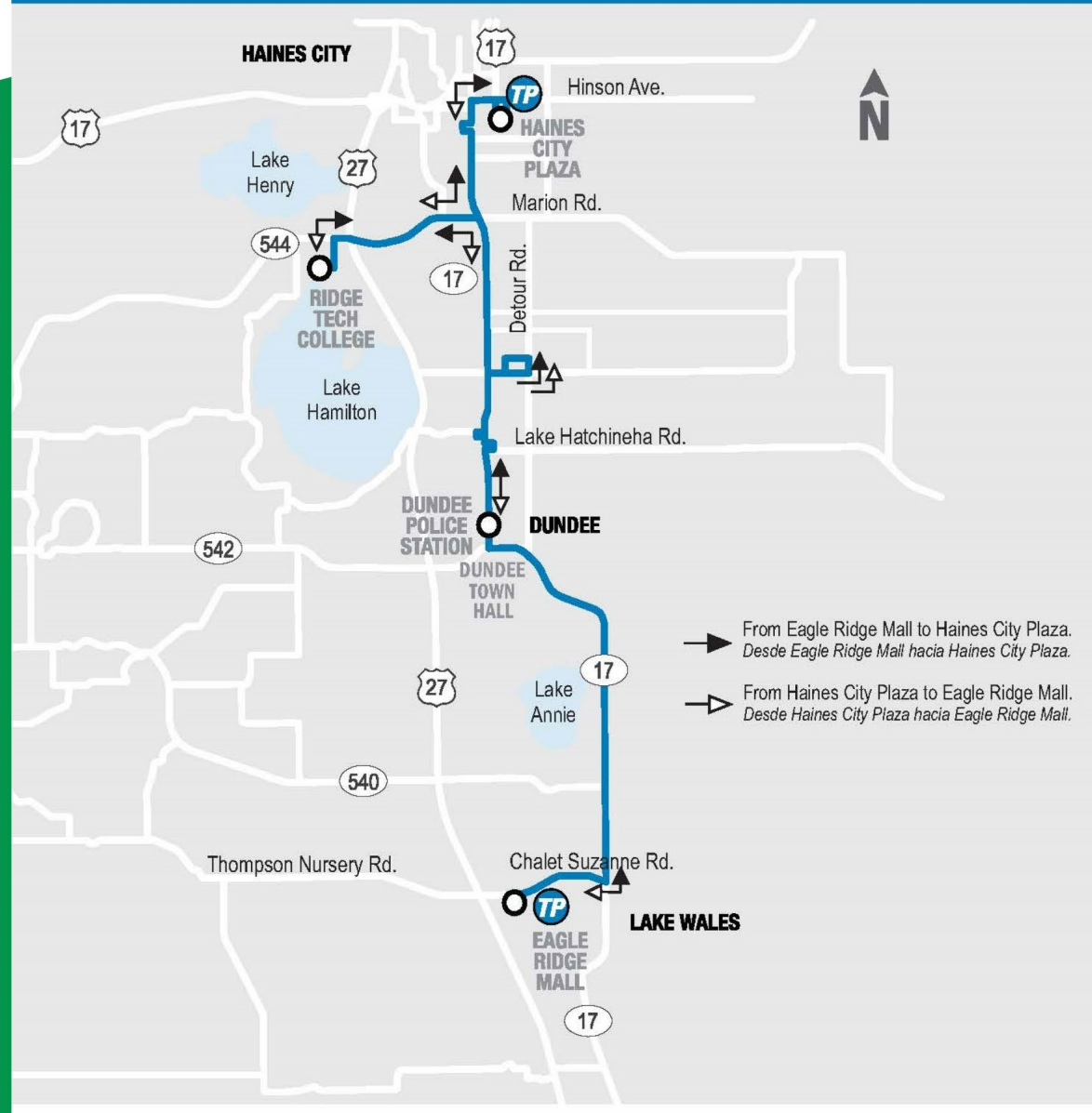
CitrusConnection
PROGRESS IN MOTION

Lake Hamilton Routes

Oct. 2019-Jan. 2022

185 boardings
from bus stops in
Lake Hamilton

17X - LAKE WALES / HAINES CITY EXPRESS



Ridership in the City of Lake Hamilton⁰⁰⁷

Oct. 2019-Jan. 2022

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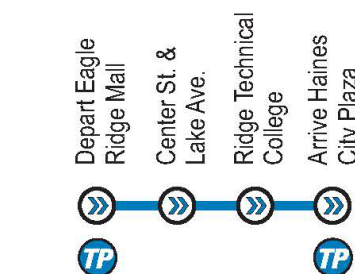
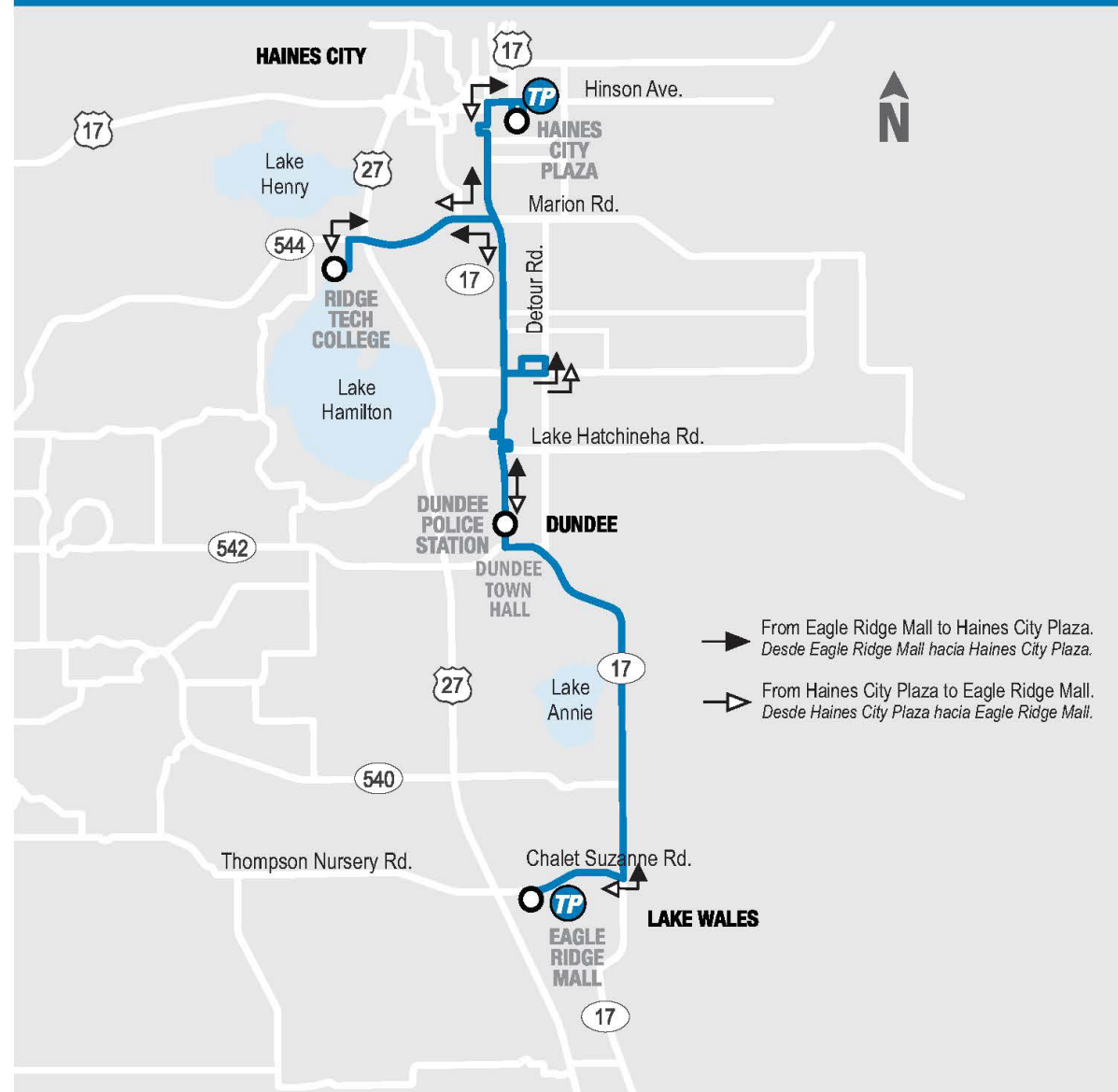
**Route
17X**

**Lake Wales/
Haines City Express**

185

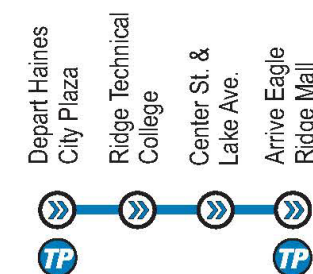
17X - LAKE WALES / HAINES CITY EXPRESS

EFFECTIVE AUGUST 2, 2021



NORTHBOUND - HAINES CITY				
6:15	6:28	6:49	7:05	
8:15	8:28	8:49	9:05	
10:15	10:28	10:49	11:05	
12:15	12:28	12:49	1:05	
2:15	2:28	2:49	3:05	
4:15	4:28	4:49	5:05	

SATURDAYS				
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8:15	8:28	8:49	9:05	
10:15	10:28	10:49	11:05	
1:15	1:28	1:49	2:05	



SOUTHBOUND - LAKE WALES				
7:25	7:37	7:59	8:10	
9:25	9:37	9:59	10:10	
11:25	11:37	11:59	12:10	
1:25	1:37	1:59	2:10	
3:25	3:37	3:59	4:10	
5:25	5:37	5:59	6:10	

SATURDAYS				
7:25	7:37	7:59	8:10	
9:25	9:37	9:59	10:10	
12:25	12:37	12:59	1:10	
2:25	2:37	2:59	3:10	



TRANSFER POINTS PUNTOS DE TRANSFERENCIA
Eagle Ridge Mall: Rt 21X, 27X, 30 and 35.
Dundee Town Hall: Rt 27X.
Haines City Plaza: Rt 15, 16X and 20X.

Lake Hamilton Fair Share

009
April 2022

Total
Revenue Miles

12,820

Effective Aug. 2021, revenue miles increased 3,484 miles annually

Cost per
Revenue Mile

\$7.94

Total 100%

\$101,794.50

FTA 50%

\$50.879.25

Local 50%

\$50.879.25

Local 50%

City Share 20%

\$20,358.90

County Share 30%

\$30,538.35

ADA costs not included in local fair share agreements

Fair Share breakdowns by community

	2022 Populations	Miles	Total-100%	City Share-20%
Lake Hamilton	1,449	12,820	\$101,794.50	\$20,358.90
Auburndale	15,799	51,341	\$407,647.55	\$81,529.51
Winter Haven	41,248	182,923	\$1,452,411.11	\$290,482.22
Lake Alfred	5,788	19,152	\$152,066.88	\$30,413.38
Lake Wales	16,035	90,165	\$715,911.85	\$143,182.37
Haines City	24,164	109,544	\$869,782.94	\$173,956.59
Bartow	19,440	102,519	\$813,998.31	\$162,799.66
Fort Meade	6,104	15,750	\$125,055.00	\$25,011.00
Dundee	4,512	17,600	\$139,742.09	\$27,948.42
Davenport	4,682	18,211	\$144,592.93	\$28,918.59
Mulberry	4,124	25,815	\$204,971.10	\$40,994.22

• QUESTIONS?

**TOWN OF LAKE HAMILTON
MINUTES
WORKSHOP MEETING
TUESDAY, MARCH 29, 2022
4:00 PM**

The Town Council of Lake Hamilton held a Workshop on Tuesday March 29, 2022, at 4:00 PM, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER

Mayor Kehoe called the meeting to order at 4:05 p.m.

INVOCATION

Invocation was given by Vice Mayor Wagner

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited by all.

ROLL CALL

O'Neill, Tomlinson, Vice Mayor Wagner, and Mayor Kehoe were present. Roberson was absent.

WORKSHOP MEETING BUSINESS

Draft Sign Ordinance Review-

Attorney Maxwell gave an overview of the Sign Ordinance and the changes.

Robert Eschenfelder, via zoom introduced himself. He gave an overview of the ordinance and explained different regulations that were proposed. The Ordinance is restrictive, but it can be loosened in the future. This ordinance is just to get the structure in place, so the moratorium does not have to be extended. Changes can be made to the Ordinance in the future by the Town attorney. The Council, staff and attorneys went over sections included in the ordinances and offered opinions for changes. A number to place in the Ordinance is needed for the number of temporary signs allowed on a single residential lot.

Associate Planner Hibbard noted that an open house would be held on April 13th for the sign ordinance to receive feedback from the public.

Robert noted that governmental signs are not covered under this ordinance.

There was discussion regarding window signs and it being a public safety issue. Staff needs to consult with the Chief regarding these to see the best course of action.

Requested Changes:

Section 16-713 change to allow for up lighting

Do not limit sandwich boards to chalk only.

Section 16-721 Residential zoning districts - Staff encouraged churches to be added to section (a.) with the same restrictions as apartments and condominium complexes. Council concurred.

Section 16-718 (size in 16-722) Allow pole signs using the current standards of 64 sf with a maximum height of 8ft in addition to the monument signs.

Leonard and Hibbard assured the Council that Planning Commission will continue to refine and update this ordinance to fit Lake Hamilton. Staff will take the feedback from the open house back to Planning Commission for consideration.

ADJOURNMENT:

Consensus of the Council to adjourn the workshop.

ATTEST:

Michael Kehoe, Mayor

Brittney Sandovalsoto, Town Clerk

Sara K. Irvine, Town Administrator

**TOWN OF LAKE HAMILTON
MINUTES
TOWN COUNCIL REGULAR MEETING
TUESDAY, APRIL 5, 2022
6:00 PM**

The Town Council of Lake Hamilton held a Regular Meeting on Tuesday April 5, 2022, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER

Mayor Kehoe called the meeting to order at 6:01 p.m.

INVOCATION

Invocation was given by Councilmember Cora Roberson.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited by all.

ROLL CALL

Roberson, Tomlinson, and Mayor Kehoe were present. O'Neill and Vice Mayor Wagner were absent. Town Administrator Irvine, Town Clerk Sandovalsoto and Attorney Maxwell were present.

SCHEDULED PRESENTATIONS

Water Conservation Proclamation-

Mayor Kehoe read the water conservation proclamation and presented the executed proclamation to Cindy Rodriguez, SWFMD. Cindy shared a few fun facts about water conservation.

- Wagner and O'Neill arrived at 6:05 PM.

Chief Teague Presentations-

Chief Teague presented the new officers, and the Town Clerk swore in Robert Hylton, and Dewayne Carr. All officers executed their oath's and were pinned.

Chief gave a presentation and awarded Keith Weissman as Officer of the Year and noted his achievements with the K-9 program and that his dog has been certified. He also announced Officer Weissman's promotion to Corporal.

Mike Brynjulfson, CPA Financial Indicators Presentation-

Mike Brynjulfson, CPA handed out copies of his presentation to Council. He congratulated the Town on their audit, and he noted the two items that the town was dinged for were relatively small in his opinion. He noted that he takes the Town's audited financial statements and compares to past years, local communities and statewide. He noted the raise in the water rates helped decline the enterprise fund transfer from the general fund. He gave an overview of the

reserves that the town current has and said they was a good amount in reserve, anything below two months' worth would be worrisome. He gave a quick overview of the contents of his financial indicators report.

CONSENT AGENDA

Motion made by Wagner and a second by O'Neill to approve consent agenda item a, b and c.
No comments.

Motion Passed 5-0.

RECOGNITION OF CITIZENS

Chuck Walter resident was signed in to speak. He addressed the Council and stated that the ramp at Big Lake Hamilton was in bad shape and needs repairs. He also stated that the alleys and roads should be addressed for assessments. He gave an opinion that the town should reconsider holding their special events during weekdays and try to hold those on Saturdays. He also suggested inviting vendors such as water conservation, county transportation, and others.

Vice Mayor Wagner noted that the Town is always looking for volunteers to help with Special Events and staff is limited.

Nadine Hemlall was signed in but not present.

Liz Monroe, resident was signed in to speak. She requested that the reading library that is located in Gunter Park be relocated. She showed the Council a photograph of the current placement of the library showing the Gunter Park sign was blocking it. Vice Mayor Wagner stated she had books for the library if Liz would like to pick those up. Liz recommends moving the library to the front of her property so she can maintain it. She also stated it needs a cover to protect the books. Staff will contact her about moving it.

OLD BUSINESS

- **Mayor Kehoe closed the regular meeting and opened the public hearing at 6:36 PM.**

Second reading of Ordinance O-22-02 White Clay Pit Grove Annexation- Attorney Maxwell read the title for the record.

An Ordinance of the Town Council of the Town of Lake Hamilton extending the corporate limits of the Town so as to include additional territory lying contiguous and adjacent to the present boundaries of the Town of Lake Hamilton, Florida; describing said additional territory; repealing all ordinances in conflict herewith and providing for applicability; providing for severability; and providing an effective date. The location is between Scenic Highway/ Highway 17 and Detour Road approximately 640 feet west of Detour Road and North of White Clay pit road and containing 20.56 acres.

A typo was noted in the second line of roads.

Community Development Director Leonard stated that it is a property of 20 acres and staff recommends approval.

No public comments were received.

Motion made by O'Neill and a second by Roberson to adopt on second reading, Ordinance O-22-02. A roll call vote was taken, O'Neill aye, Roberson aye, Tomlinson aye, Wagner aye, Kehoe aye. **Motion passed 5-0.**

Second reading of Ordinance O-22-11 20-acre White Clay Pit Grove FLU-

An ordinance of the Town of Lake Hamilton, Florida, amending the comprehensive plan of the Town of Lake Hamilton, Florida, said amendment being known as amendment 22S05, amending the future land use map classification from agricultural to residential lands – 5 for a 20.56 acre parcel of land located adjacent to White Clay Pit Road and approximately 645 feet west of Detour Road in section 9, township 28 south, range 27 east, Polk County, Florida; and transmitting said amendment to the department of economic opportunity; providing for severability; and providing for an effective date.

No public comments were received.

Motion made by Wagner and a second by O'Neill to adopt on second reading, Ordinance O-22-11.

A roll call vote was taken, Roberson aye, Tomlinson aye, Wagner aye, O'Neill aye, Kehoe aye.

Motion passed 5-0.

Second reading of Ordinance O-22-12 Scenic Terrace South PUD Amendment-

Attorney Maxwell read the title for the record.

An ordinance of the Town of Lake Hamilton, Florida, amending a planned unit development (PUD) named "Scenic Terrace South", located north and south of Hughes Road from west of Scenic Highway (State Road 17) on the west to approximately one-third of a mile east of Detour Road on 191.72 acres in sections 9 and 10, township 28 south, range 27 east, Polk County, Florida; adding 30.49 acres located north of White Clay Pit Road adjacent to Detour Road in section 9, township 28 south, range 27 east, Polk County, Florida; repealing all ordinances in conflict herewith; providing for severability; and providing an effective date.

No public comments were received.

Motion made by Roberson and a second by Tomlinson to adopt on second reading, Ordinance O-22-12. A roll call vote was taken, Tomlinson aye, Wagner aye, O'Neill aye, Roberson aye, Kehoe aye. **Motion passed 5-0.**

- **Mayor Kehoe closed the public hearing at 6:41 PM and resumed the regular meeting.**

A brief recess was held to await an Officer who was stuck in traffic to swear in.

Chief Teague presented new officer Luis Mojica and gave a quick presentation of his experiences- and was sworn in by the Clerk.

Future Planning Items

Update/Action on WUP/AWS/WW-

Administrator Irvine stated they are working with Hamilton Bluff to come up with an agreement to help finance the second phase of the Wastewater Treatment Facility.

Wolverine- has a meeting with the law firm to go over everything to talk about the next steps in the process.

WUP- Public Works Director Lewellen stated they received an extension for the water use permit. They are still working on it.

Wastewater- The application was submitted to the Department of Environmental Protection on Thursday, and they should have real numbers for the design towards the middle of the month.

Discussion of Town Administrator contract extension-

Attorney Maxwell recommended to the Council that if any action is taken, that those recommendations should be to maintain status quo or have affirmative vote beyond that. She recommends no other action to be taken as they may have legal or financial consequences to the Town.

Motion made by Roberson and a second by Tomlinson to table the discussion until the August meeting.

O'Neill addressed the Council and stated Administrator Irvine joined the Town about 8 years ago, on the 9th of June. On September 4, 2022, her contract will expire. He noted because the discussion was brought up in the March meeting, it would not be beneficial to wait until the August meeting. If the administrator decides she does not want to move on with the Town, the Council will want someone in that role. There are currently numerous projects she is overseeing, and he suggests it is not a good time for a transition. He noted she has been doing a great job balancing all of the tasks and has been the leader of all of it. He suggests that they extend the contract until September 2023 and have a discussion at the March 2023 meeting regarding the future after September 2023. He noted a smooth transition would not have a time gap.

Vice Mayor Wagner noted that it is a critical time, and they should stay on the course with current staffing with all the growth that is coming. She believes they should retain Administrator Irvine.

Mayor Kehoe stated he regretted his comments from the last meeting, but he still stands by his memo/Email.

O'Neill stated it is a bad time for a transition and that Administrator Irvine has grown here more so than at any other jobs she has held.

Administrator Irvine stated that she agrees with that statement and her other jobs were more maintaining the normal operations. She noted that during the discussion at the previous meeting she was willing to extend her contract for a year or a year and a half, maybe even up to two years.

O'Neill noted that any Councilmember can envision a perfect person for that position, but perfect does not exist. They would be disappointing many people who are currently working with the town. He stated he would like the motion to be voted down because if the Council waits until August it will put the Town in an unfavorable position.

No further comments were received.

A roll call vote was taken, Wagner nay, O'Neill nay, Roberson aye, Tomlinson aye, Kehoe aye.

Motion Passed 3-2.

Public comment for the previous item was overseen and was taken place.

Public comment-

Cindy Rodriguez stated she has had a great working relationship with Sara and her staff.

O'Neill stated that based on the vote taken by the council, Sara will probably continue her search for a new job and the Town will be left with an empty seat and have to search and find a new person. Staff would be frustrated.

Tomlinson stated that he has heard comments that a lot of people are unhappy with Administrator Irvine and that they also say there is no communication with department heads. He has heard she is rude and short with people on the telephone.

O'Neill noted that these things should be addressed in her evaluations.

Attorney Maxwell stated it is better to only talk about postponing the motion and not to discuss other issues.

A roll call vote was taken. Wagner nay, O'Neill nay, Roberson aye, Tomlinson aye, Kehoe aye.

Motion Passed 3-2.

- A 5-minute recess was taken.

NEW BUSINESS

Tara Hollis, Impact Fee Study Presentation-

Tara Hollis noted she is with Wildan Financial Services

Tara handed out a copy of her presentation to the Council. She stated that the Town is anticipating growth in the next 10 years and the population to increase to 24,000 residents. Having impact fees helps the Town to have funds to support the growth of the Town in different areas. The impact fee is a one-time charge per home. It cannot be used on operation and maintenance. It can be used to pave or improve arterial roads. The funds received have to be kept separate and report every year to show how they are being used. After there are two readings of the Ordinance, the impact fees will become effective 90 days after the second reading. They met with staff to come up with a plan and need for the Town. They are proposing four different impact fees: Municipal facilities, Parks and Trails, Public safety, and Roads. She also noted that the impact fees can only be updated every 4 years and she recommends looking at it again in the 4 year period due to the amount of growth expected. The impact fees can be raised by 12.5% a year so 25% within 2 years after the 4-year period.

Administrator Irvine asked if the study needs to be adopted and Attorney Maxwell stated not if it is referenced in the Ordinance.

First reading of Ordinance O-22-13-

Attorney Maxwell read the title for the record.

An ordinance amending the Town of Lake Hamilton Code of Ordinances by adding chapter 33 to the Code of Ordinances; imposing impact fees for the purpose of providing municipal facilities, public safety, streets, and parks and trails necessitated by new development; providing for a short title, stating authority and applicability of the ordinance; providing for intents and purposes; providing rules of construction; providing definitions; providing for the imposition of municipal facilities impact fees; providing for the imposition of public safety impact fees; providing for the imposition of streets impact fees; providing for the imposition of parks and trails impact fees; providing for computation of the amount of the impact fees; providing for the payment of impact fees; establishing impact fee trust funds; providing for limitations and restrictions on the use of said trust funds; providing a method for refund of fees paid; providing exemptions and credits; providing an appeals process; providing for penalty and enforcement; providing for inclusion in the Town of Lake Hamilton Code; providing for codification; providing for correction of scrivener's errors; providing for severability; providing for conflicts; and providing an effective date.

Mayor Kehoe noted that Attorney Maxwell was going to look at the Ordinance again to make changes to wordings such as Manager and change it to Administrator.

Motion made by Roberson and a second by Tomlinson to approve on first reading, Ordinance O-22-13.

No public comments were received.

A roll call vote was taken. O'Neill aye, Roberson aye, Tomlinson aye, Wagner aye, Kehoe aye.

Motion passed 5-0.

- **Mayor Kehoe closed the regular meeting and opened the public hearing at 7:57 PM**

First reading of Ordinance O-22-14 Sign Ordinance-

Attorney Maxwell read the title for the record.

An ordinance of the Town of Lake Hamilton, Florida, repealing the Town's current sign rules; creating article X of chapter 16 of the Town Code providing comprehensive sign regulations; making related findings; providing for codification, severability, and an effective date.

Attorney Maxwell addressed the Council and noted that they finally were able to complete the review and provide a beginning to the changes to the sign ordinance.

O'Neill stated that the changes that they requested at the workshop were not implemented into the Ordinance.

Community Development Director Leonard stated those changes were forwarded to Mr. Eschenfelder and he said that they changes were so minor, they could change those themselves. He will have Angie make those changes when she returns.

A brief recess to provide an email that notes the changes.

Attorney Maxwell gave a copy of the email, marked exhibit "c" dated, March 31, 2022, from Angie Hibbard, to the Council and for the record. She read the email for the record. It included the changes that were requested at the Council Workshop on March 29, 2022

Motion made by O'Neill and a second by Roberson to approve on first reading, Ordinance O-22-14 with changes noted in the referenced email to sections 16-79, 16-713, 16-722, 16-723, and 16-722 (a) to allow a monument sign up to 64 sq ft.

No public comments were received.

A roll call vote was taken. Roberson aye, Tomlinson aye, Wagner aye, O'Neill aye, Kehoe aye.

Motion passed 5-0.

First reading of Ordinance O-22-15 LDR Revisions-Swine-

Attorney Maxwell read the title for the record.

An ordinance of the Town Council of the Town of Lake Hamilton, Florida, amending the Lake Hamilton Land Development Code, Article III, Land Use, Division 4, Requirements for specific uses, Section 16-177, Farm Animals, to add sub-paragraphs (o), to allow one swine to be kept on residential zoned property in conjunction with a 4-H or Future Farmers of America program; Providing for conditions to obtain a permit; providing for duration of permit; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Mayor Kehoe noted that this change was discussed in last September when Mr. Bowen requested an exemption, and the Attorney was directed to draft an Ordinance to make changes to the code.

No public comments were received.

Motion made by O'Neill and a second by Wagner to approve on first reading, Ordinance O-22-15.

A roll call vote was taken, Tomlinson aye, Wagner aye, O'Neill aye, Roberson aye, Kehoe aye.

Motion Passed 5-0.

First reading of Ordinance O-22-16 Water Tank Rd Town Property FLU-

Attorney Maxwell read the title for the record.

An ordinance of the Town of Lake Hamilton, Florida, amending the comprehensive plan of the Town of Lake Hamilton, Florida, said amendment being known as amendment 22S06, amending the future land use map classification from agricultural to public buildings and grounds for a 19.74 acre parcel of land located adjacent to Water Tank Road and approximately 660 feet east of Detour Road in section 15, township 28 south, range 27 east, Polk County, Florida; and transmitting said amendment to the Department of Economic Opportunity; providing for severability; and providing for an effective date.

Attorney Maxwell clarified for the record that Ordinance 13-17 were advertised under different numbers but have been updated.

No public comments were received.

Motion made by Wagner and a second by Roberson to approve on first reading, Ordinance O-22-16. A roll call vote was taken, Wagner aye, O'Neill aye, Roberson aye, Tomlinson aye, Kehoe aye. **Motion passed 5-0.**

**First reading of Ordinance O-22-17 Water Tank Rd Town Property Rezoning-
Attorney Maxwell read the title for the record.**

An ordinance of the Town of Lake Hamilton, Florida, rezoning a 19.74-acre parcel of land located adjacent to Water Tank Road and approximately 660 feet east of Detour Road in section 15, township 28 south, range 27 east, Polk County, Florida from agricultural to PI - public intuition zoning district; repealing all ordinances in conflict herewith; providing for severability; and providing for an effective date.

No public comments were received.

Motion made by O'Neill and a second by Wagner to approve on first reading, Ordinance O-22-17. A roll call vote was taken, O'Neill aye, Roberson aye, Tomlinson aye, Wagner aye, Kehoe aye. **Motion passed 5-0.**

**Resolution R-2022-05 Facilities Plan Modification-
Attorney Maxwell read the title for the record.**

A resolution of the Town Council of the Town of Lake Hamilton, Florida, relating to the Florida Department of Environmental Protection (FDEP) state revolving fund (SRF), adoption of the wastewater facilities plan modification – SR17 sewer improvements for the implementation of wastewater collection system improvements, effective this date

Steve Elias, Pennoni, printed out a copy of the presentation. This resolution is needed for the SRF project that the town initiated 3 years ago in order to update the vision to the WWTF that the Town is now going to construct. To formally allow to redirect funds, the plans have to be formally revised. There are 153 septic customers that it will take offline. The cost 3 years ago was 5.896 million dollars, so it is assumed to be over that now. He will submit the documentation tomorrow to have those changes made. The agreement should be ready by the 6th of May for the Town to approve.

Motion made by O'Neill and a second by Wagner to approve Resolution R-2022-05.

No public comments were received.

A roll call vote was taken, Roberson aye, Tomlinson aye, Wagner aye, O'Neill aye, Kehoe aye.

Motion passed 5-0.

- **Mayor Kehoe closed the public hearing at 8:35 PM and reconvened the regular meeting.**

**First reading of Ordinance O-22-18 Utilities Amendment replacing Chap 32-14 and 32-15-
Attorney Maxwell read the title for the record.**

An ordinance of the Town of Lake Hamilton, Florida, relating to water and sewer utilities; amending the Code of Ordinances of the Town of Lake Hamilton, Florida (the “code”); repealing and replacing sections 32-14 & 32-15, Lake Hamilton Code; establishing water & sewer monthly user charges by ordinance; providing for codification and scrivener’s errors; providing for conflicts; providing for severability; and providing an effective date.

Attorney Maxwell noted there would be a few minor corrections before it comes back for second reading.

Roberson had questions about the verbiage regarding meters being relocated, PWD Lewellen explained what those charges were regarding.

Motion made by O’Neill and a second by Wagner to approve on first reading, Ordinance O-22-18.

No further comments were received.

A roll call vote was taken, Tomlinson aye, Wagner aye, O’Neill aye, Roberson aye, Kehoe aye.

Motion passed 5-0.

ARPA Project and Expenditure Report Submittal-

Administrator Irvine requested that Council authorize staff to report and submit the ARPA project and expenditures.

Motion made by O’Neill and a second by Wagner to direct staff to submit report and select option less than 10 million total.

No public comments were received. **Motion passed 5-0.**

Duke Energy Modification of Easement for Water Tank Road Town Property-

Attorney Maxwell noted there are two easements to consider, and she has been working with the representative at Duke Energy to negotiate. Another easement is new to grant to Duke Energy, a 10-foot-wide easement to serve the WWTF. No legal description yet but has been described.

Motion made by O’Neill and a second by Tomlinson to approve the Easements.

No public comments were received. **Motion passed 5-0.**

Review Cassidy Scenic Terrace South Traffic Study-

Attorney Maxwell noted that this was included in the packet for informational purposes only. There is no vote to be taken. This has been reviewed by the Town engineer and is being reviewed by FDOT and the County.

Rennie Heath addressed the council and noted that this is only for Scenic Terrace South and another study will be needed for Hamilton Bluff.

Pennoni Supplemental agreement for Transportation Model & Planning Support Services-

Steve Elias and Mohammed Abdallah were present to give an overview of the proposal for a transportation model and planning support services.

Mohammed noted it will address growth and future transportation need of the town in the model and the whole transportation network to include desires for right of ways, sidewalks, and establish rules and policies for new developments.

O’Neill noted he believes it is a good investment and is learning a lot of new things with the new developments.

CDD Leonard gave his version of the process and noted that he recommends approval. He also recommends taking the roads that are in the county.

Motion made by Wagner and a second by O’Neill to approve the supplemental agreement for transportation model and planning support services with Pennoni for \$82,000.

There was discussion regarding the need for the model.

No further comments were received. **Motion passed 4-1.**

Pennoni Addendum 1 for Scenic Terrace South Construction Services-

Public Works Director Lewellen handed out a memo for the Council and read it into the record. Administrator Irvine stated that staff recommends approval. The town's ordinance authorizes the costs to be borne by the developer, so there is no fiscal cost to the town. I recall there was MUCH discussion. I had to ask Nathan and Doug to stop talking and let the council make the decision.

O'Neill noted that the cost is not to exceed \$50,000.

Motion made by O'Neill and a second by Wagner to approve addendum 1 for Scenic Terrace South Construction Services with Pennoni and the cost shall not exceed \$50,000.

No public comments were received. **Motion passed 4-1.**

Consider agreement with Calvin, Giordano & Associates for Parks & Trail Master Plan-

This agreement was presented to the Council and is for a 2 fiscal year contract that will take it through the grant application. O'Neill applauded Doug Leonard for his foresight initiating the plan.

Motion made by Wagner and a second by O'Neill to approve the agreement with Calvin, Giordano & Associates for Parks, and Trail Master Plan.

No public comments were received. **Motion passed 5-0.**

Staff Reports-

Town Administrator- There was discussion regarding the engineers used in the Town for major projects. She noted that there has been interest from other providers and if the Council wants to put out an RFP for Master Contracts, we can draft one for approval. Mayor Kehoe stated he would like to see the original master agreement; he was informed it is located in the files and available for review. There was not a consensus to put out an RFP. She asked Council if they would like a workshop before the May meeting for any topics. A special meeting was scheduled for May 10th.

Town Clerk- included in packet.

Police Department- Included in packet.

Code Enforcement- none.

Community development- included in packet.

Public Works-included in packet.

ATTORNEY COMMENTS: No comments

COUNCIL COMMENTS: Vice Mayor Wagner stated that she would like to see a discussion on the May meeting regarding a charter review committee and a centennial committee. She also asked if they July 2nd was the date set for the fireworks.

There was consensus of the Council to add those items to the agenda.

She also questioned about raising Council wages. Mayor Kehoe agreed and stated that it should be put on the next agenda to give the maximum amount allowed per the charter.

O'Neill noted that the mayor should take steps to plan for a vacancy in the Administrator's position.

Roberson- She congratulated Amanda for the great upkeep up Gunter Park and clearing all the brush away and making the area and walking path more accessible. PWD Lewellen

reported that the clearing was completed by a contractor over several days. Amanda does regular maintenance and upkeep.

ADJOURNMENT:

Motion made by Roberson to adjourn the meeting at 10:13 PM. **Motion Passed 5-0.**

ATTEST:

Michael Kehoe, Mayor

Brittney Sandovalsoto, Town Clerk

Sara K. Irvine, Town Administrator



TOWN OF LAKE HAMILTON

APPOINTED BOARD

APPLICATION

Select One Board:

- ☐ Charter Review Committee
 ☐ Planning Commission*
 ☐ Centennial Committee
☐ Board of Zoning Adjustment*
 ☒ Parks & Recreation Advisory Board

ONLY Lake Hamilton Residents shall be appointed to Town Boards/Committees.

Name: Joy Sutkus
 Physical Address: 208 Lawson St.
 Mailing Address: PO Box 444
 Primary Phone #: (863) 604-9596 Email: destroyingsilence@aol.com
 Employer: Walt Disney World

Please answer the following Questions:

Are you a resident in the Town of Lake Hamilton? Yes ☒ No ☐
 Are you a registered voter in the Town of Lake Hamilton? Yes ☒ No ☐
 How long have you lived in Lake Hamilton? Years/Months: 2 yrs + 10 mo. (3 yrs)
 Are you currently or have you ever served on any government Advisory Board? Yes ☒ No ☐
 If yes, which government agency? Polk County Efficiency Committee
 Are you currently employed by a government agency? Yes ☐ No ☒
 If yes, which government agency? _____

If you ever been convicted of a felony provide documentation of restoration of rights from the state clemency board.

Please note: Per Florida Statutes 112.3145, appointment on any of these boards or committees with an * requires a Financial Disclosure Form and must be filed annually on or before July 1st of each year. Starting in January 2023, all appointees will be required to use a town issued email for all town business.

Applicant's Signature: Joy Sutkus Date: 4/2/22

When completed and filed with the Town Clerk's Office, this document is a public record under Chapter 119, Florida Statutes, and therefore is open to public inspection. If you fall under an exemption to this statute, please provide the proper form to claim the exemption.

Return form to: Town Clerk's Office - Town Hall
 100 Smith Avenue - P.O. Box 126
 Lake Hamilton, Florida, 33851

OFFICE USE ONLY

Mayor's recommendation for applicant to serve on selected board? Yes ☒ No ☐
 Board Appointment: PARKS + REC. ☒ Appointment ☐ Reappointment
 Date of Appointment: MAY 3, 2022
 Mayor's Signature: Michael Kehoe Date: APRIL 14, 2022



TOWN OF LAKE HAMILTON

APPOINTED BOARD

APPLICATION

Select One Board: ☒

- ☐ Charter Review Committee ☐ Planning Commission* ☐ Centennial Committee
☐ Board of Zoning Adjustment* ☒ Parks & Recreation Advisory Board

ONLY Lake Hamilton Residents shall be appointed to Town Boards.

Name: Elizabeth Monroe Kuykendall
 Physical Address: 409 Monroe Lane, Lake Hamilton 33851
 Mailing Address: 409 Monroe Lane Haines City FL 33844
 Primary Phone #: 863 419 6083 Email: Mizlizk@gmail.com
 Employer: Retired

Please answer the following Questions:

- Are you a resident in the Town of Lake Hamilton? Yes ☒ No ☐
 Are you currently a Homeowner ☒ Family/Son or Renter ☐ in the Town of Lake Hamilton?
 Are you a registered voter in the Town of Lake Hamilton? Yes ☒ No ☐
 How long have you lived in Lake Hamilton? Years/Months: 35
 Are you currently or have you ever served on any government Advisory Board? Yes ☐ No ☒
 If yes, which government agency? _____
 Are you currently employed by a government agency? Yes ☐ No ☒
 If yes, which government agency? _____
 Have you ever been convicted of a felony? Yes ☐ No ☒
 If yes, please provide documentation of restoration of rights from the state clemency board.

Please note: Per Florida Statutes 112.31-45, appointment on any of these boards or committees with an * requires a Financial Disclosure Form and must be filed annually on or before July 1st of each year.

Applicant's Signature: Elizabeth M Kuykendall Date: 4/16/22

When completed and filed with the Town Clerk's Office, this document is a public record under Chapter 119, Florida Statutes, and therefore is open to public inspection.

Return form to: Town Clerk's Office - Town Hall
 100 Smith Avenue - P.O. Box 126
 Lake Hamilton, Florida, 33851

OFFICE USE ONLY

Mayor's recommendation for applicant to serve on selected board? Yes ☒ No ☐
 Board Appointment: PARK & RECREATION ☒ Appointment ☐ Reappointment
 Date of Appointment: MAY 3, 2022
 Mayor's Signature: [Signature] Date: 4-25-2022

ORDINANCE O-22-09

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE HAMILTON, CHAPTER 18, LICENSES, PERMITS AND BUSINESS REGULATIONS; REPLACING ARTICLE II. PEDDLERS, HAWKERS AND SOLICITORS IN ITS ENTIRETY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, the “Municipal Home Rule Powers Act” reinforces the authority granted under the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law and enact ordinances in furtherance thereof; and

WHEREAS, the regulation of peddlers, solicitors and transient merchants, as defined herein, is an attribute of municipal government to protect the health, safety and welfare of its citizens; and

WHEREAS, the Town Council recognizes the need to update Chapter 18, Article II. Peddlers, Hawkers and Solicitors in the best interest of its residents; and

WHEREAS, the Town Council deems it in the best interest of the residents of the Town of Lake Hamilton to replace Chapter 18, Article of the Lake Hamilton Code of Ordinances, in its entirety, as set forth herein.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

Section 1.

Chapter 18, Licenses, Permits and Business Regulations, Article II. Peddlers, Hawkers and Solicitors is hereby repealed replaced in its entirety and shall read as follows (underline language added):

Chapter 18. Licenses, Permits and Business Regulations.

ARTICLE II, PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

DIVISION 1. GENERALLY

Secs. 18-21-18-40. Reserved.

DIVISION 2. CERTIFICATE OF REGISTRATION**Sec. 18-41. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated in this section:

Peddler: Any person, whether a resident of the town or not, traveling by foot, automotive vehicle or any other type of conveyance, from place to place, house to house, or from street to street, carrying, conveying or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, farm products or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers or who, without traveling from place to place shall sell or offer the same for sale from any car or other vehicle or conveyance, and provided further that one who solicits orders and as a separate transaction makes deliveries to purchasers as part of a scheme or design to evade the provisions of this chapter shall be deemed a peddler subject to the provisions hereof. The word "peddler" shall include the words "hawker" and "huckster." It shall not include vendors of milk, dairy products and ice who distribute their products to regular customers on established routes.

Solicitor: An individual, whether a resident of the town or not who goes from place to place, house to house, or street to street, soliciting or taking, or attempting to take orders for the sale of goods, wares, merchandise, or service, including books, magazines, periodicals or personal property of any nature whatsoever for future delivery, or for services to be performed in the future whether or not such individual has, carries or exposes for sale a sample of such order or whether or not he is collecting advance payments or deposits on such sales or orders. Such definition shall include any person who, for himself or another, hires, leases, uses or occupies any building, structure, tent, boat, hotel, or motel room, apartment, shop, or any other place within the town for the primary purpose of exhibiting samples and taking orders for future delivery. The word "solicitor" shall include the word "canvasser".

Transient merchant: Any person, firm or corporation, whether as owner, agent, co-signee, or employee, whether a resident of the town or not, who engages in a temporary business of selling and delivering goods, wares and merchandise within said town, and who in furtherance of such purpose hires, leases or uses or occupies any building or structure, vehicle, tent, room, apartment, shop, street, alley, property or other place within the town, for the exhibition and sale of such wares or merchandise, either privately or at public auction; provided that, such definition shall not include any person who, while occupying such temporary location, does not sell from stock, but exhibits samples only for the purpose of securing orders for future delivery only. The person, firm or corporation so engaged shall not be relieved from complying with the provisions hereof by reason of temporary association with or sponsorship by any local dealer, trader, merchant, or auctioneer, or by conducting such transient business with, as part of, or in the name of any such local licensee.

Sec. 18-42. Exemptions – Generally.

The terms of this chapter shall not be held to include the acts of persons.

- (1) Selling personal property at wholesale to dealers in such articles.
- (2) Newspaper deliverers, Scouts, etc.
- (3) Merchants or their employees in delivering goods in the regular course of business.
- (4) Government officials canvassing the community in an official capacity.
- (5) Nothing herein contained shall prohibit any sale required by statute or by the order of any court or prevent any person conducting a bona fide auction sale pursuant to law.

Sec. 18-43. Same – Religious and charitable organizations.

Any organization, society, association, or club desiring to solicit, or have solicited in its name, money, donations of money or property, or financial assistance of any kind, or desiring to sell or distribute any item of literature or merchandise for which a fee is paid or solicited from persons other than members of such organizations upon the streets, in office or business buildings, by house to house canvass, or in public places for a charitable, religious, patriotic, or philanthropic purpose shall be exempt from the provisions of sections 18-50 and 18-52, provided there is a filed sworn application in writing on a form to be furnished by the town clerk which shall give the following information:

- (1) Name and purpose of the cause for which the license is sought.
- (2) The names and addresses of the officers and directors of the organization.
- (3) Period during which solicitation is to be carried on.

Sec. 18-44. Loud noises and speaking devices.

No licensee under this chapter, or any person in his behalf, shall shout, cry out, blow a horn, ring a bell, or use any sound amplifying device upon any of the streets, alleys, parks or other public places of the town, or upon private premises, where such sound emitted or produced is capable of being heard in such volume upon such streets, alleys, parks or other public places as may disturb the peace, create a nuisance or impede or inconvenience the public use thereof; the judgment of a police officer of the town, exercised in good faith, shall be deemed conclusive as to whether the peace is disturbed, a nuisance created or whether the area is congested or the public impeded or inconvenienced thereby.

Sec. 18-45. Use of streets.

No licensee under this chapter shall have any exclusive right to any location in the public streets, nor shall be permitted a stationary location therein, nor shall any licensees be permitted to operate in a congested area where such operation might impede or inconvenience the public use of such streets. For the purpose of this chapter the judgment of a police officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested, or the public is impeded or inconvenienced.

Sec. 18-46. Duty of police to enforce chapter.

It shall be the duty of any police officer of the town to require of any person seen peddling, soliciting, canvassing, or carrying on the business of a transient merchant, and who is not known

by such officer to be duly licensed, to produce his peddler's, solicitor's, or transient merchant's license and to enforce the provisions of this chapter against any persons found violating the same.

Sec. 18-57. Records.

The chief of police shall report to the town clerk all convictions for violations of this chapter and the town clerk shall maintain a record of each license issued under article II of this chapter and record the reports in violation therein.

Sec. 18-48. Penalty.

Any person violating any of the provisions of this chapter shall, upon conviction thereof, be punished as provided by law.

DIVISION III. LICENSE REQUIRED

Sec. 18-49. Required.

It shall be unlawful for any person to engage in the business of peddler, solicitor, canvasser, or transient merchant as defined in section 18-41 within the corporate limits of the town without first obtaining a license therefor in compliance with the provisions of this chapter.

Sec. 18-50. Application.

Applicants for licenses under this article must file with the town clerk a formal application in writing on a form to be furnished by the clerk, and which shall give the following information:

- (1) Name of the applicant.
- (2) Complete permanent home and local address of the applicant, and in the case of transient merchants the local address from which the proposed sales will be made.
- (3) A brief description of the nature of the business and the goods, if any, to be sold.
- (4) If employed, the name and address of the employer, together with credentials therefrom establishing the exact agency or relationship.
- (5) The length of time for which the right to do business is desired.
- (6) The source of supply of the goods or property proposed to be sold or orders taken for the sale thereof; where such goods or products are located at the time that the said application is filed, and the proposed method of delivery.
- (7) The last three (3) cities or towns where the applicant carried on business immediately preceding the date of the application and the address from which such business was conducted in those municipalities or other local government entity where such information is applicable.
- (8) At the time of filing the application, a fee of ten dollars (\$10.00) shall be paid to the town clerk to cover the cost of investigation of the facts stated therein.

Sec. 18-51. Police investigation and issuance or denial.

(a) Upon receipt of such application, the original shall be referred to the chief of police, who shall cause an investigation of the applicant's business and background to be made as he deems

necessary for the protection of the public welfare and shall endorse the application in the manner provided in this section within five working days or sooner after it has been filed by such applicant with the town clerk.

(b) If as a result of such investigation, the applicant's background and business responsibility is found to be unsatisfactory, the chief of police shall endorse on such application his disapproval and his reasons therefor and return such application to the town clerk who shall notify the application that his application is disapproved and that no license will be issued.

(c) If as a result of such investigation, the background and business responsibility of the applicant are found to be satisfactory, the chief of police shall endorse such application as approved, execute and issue a license addressed to the applicant for the carrying on of the business applied for and return such license, along with the application, to the town clerk who shall, upon payment of the prescribed license fee, deliver to the applicant a license. Such license shall contain the signature and seal of the issuing officer and shall show the name, address and photograph of the licensee, the class or type of license issued and the kind of goods, wares or merchandise, or services, to be sold, offered or solicited, the amount of fee paid, the date of issuance and length of time the same shall be operative, as well as the license number of and other identifying description of any vehicle used in such licensed activity. Each peddler, solicitor or transient merchant shall secure a personal license, and no license shall be used at any time by any other person than the one to whom issued. The clerk shall keep a permanent record of all licenses issued.

Sec. 18-52. Fees.

(a) *Terms and fees.* Licensees under this chapter shall pay a license fee of \$50.00 per year, or \$25.00 for licenses with a duration of 180 days or fewer.

The Town hereby deems the above fees to be reasonable and commensurate with the amount of inspection, policing and regulation necessary.

(2) *Exemptions.* Any veteran, or other person entitled to license tax exemption under the provisions of F.S. 205.063, 205.064, 205.162, 205.191, 205.192 and 205.193, shall be exempted from payment of license tax to the extent and manner therein provided, but shall be required to obtain a license, and shall be subject to all other applicable provisions of this chapter.

Sec. 18-53. Appeal from denial or determination of fee.

Any person aggrieved by the action of the police chief or the town clerk in the denial of a license as provided in section 18-51 of this chapter or the action of the town administrator in the assessing of the fee as provided in section 18-52 of this chapter shall have the right of appeal to the town council. Such appeal shall be taken by filing with the town clerk within seven (7) days after notice of the action complained of a written statement setting forth fully the grounds for the appeal. The town clerk shall set a time and place for a hearing and notice for such hearing shall be given to the applicant in the same manner as provided in section 18-54 of this chapter for notice of hearing on revocation.

Cross reference(s) – Classification of certain vendors as merchants, and providing an occupational license tax, Chapter 28, Taxation.

Sec. 18-54. Revocation.

(a) *Grounds.* Licenses issued under the provisions of this article may be revoked by the town after due notice and hearing for any of the following causes:

(1) Fraud, misrepresentation, or incorrect statements contained in the application for license.

(2) Fraud, misrepresentation, or incorrect statements made while carrying on applicant's business as a peddler, solicitor or transient merchant.

(3) Any violation of this chapter.

(4) Conviction of any crime or misdemeanor.

(5) Conducting the business of a peddler, solicitor or transient merchant in an unlawful manner or in such a manner as to constitute a breach of the peace, or to constitute a menace to the health, safety, or general welfare of the public.

(b) *Procedure.* Notice of hearing for revocation of a license shall be given by the town clerk in writing setting forth specifically the grounds of complaint, and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee to his last known address, at least fourteen (14) days prior to the date set for hearing.

Sec. 18-55. Reapplication after revocation.

No licensee whose license has been revoked shall make further application until a period of at least six (6) months shall have elapsed since the last previous revocation.

Sec. 18-56. Expiration.

All annual licenses issued under the provisions of this article shall expire on the 30th day of September each year. Licenses, other than annual licenses, shall expire on the date specified in the license.

Sec. 18-57. Badges.

The Police Department shall issue to each licensee under this article at the time of delivery of his license, a badge which shall contain the words "licensed solicitor", the period for which the license is issued, and the number of the license, in letters easily discernible from a distance of ten (10) feet. Such badge shall, during the time the licensee is engaged in the business licensed, be worn constantly by the licensee on the front of his outer garment in such manner as to be conspicuous.

Sec. 18-58. Exhibition.

Persons licensed under the provisions of this article are required to exhibit their licenses at the request of any citizen contacted in the pursuit of business or at the request of any police officer of the town.

Section 2. Codification and Scrivener's Errors.

The Town Council intends that this Ordinance be made part of the Town of Lake Hamilton Code of Ordinances, and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" may be changed to "Section", "Article", or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance may be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent may be corrected with the authorization of the Town Administrator without the need for a public hearing.

Section 3. Conflicts.

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

Section 4. Severability.

It is the Town Council's intent that if any sections, subsection, clause or provisions of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will be considered a separate provision and will not affect the remaining provisions of this Ordinance. The Town Council further declares its intent this Ordinance would have been adopted if such invalid or unconstitutional provision was not included.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its adoption.

INTRODUCED and PASSED on first reading this 1st day of March 2022.

PASSED and ADOPTED on second reading this ____ day of _____ 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	Yes	No
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Roberson		
Tomlinson		
O'Neill		
Wagner		
Kehoe		

DRAFT

ORDINANCE O-22-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, CONSENTING TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN INTO A POLK COUNTY MUNICIPAL SERVICE BENEFIT UNIT; PROVIDING FOR INTENT, PURPOSE AND EFFECT; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.01(1)(q) and (r), Florida Statutes, the Florida Legislature has empowered counties to establish Municipal Service Benefit Units (MSBU), wherein a County may levy non-ad valorem assessments to cover the cost of providing for certain municipal services, including the provision of fire services; and

WHEREAS, pursuant to Section 125.01(1)(q), Florida Statutes, The Florida Legislature has provided that any municipality or portion thereof may be included in a County MSBU provided the municipality consents to same annually or for a period of years; and

WHEREAS, a municipality's consent to the inclusion of its territory within a MSBU must be authorized by the enactment of an ordinance of the governing body of a municipality; and

WHEREAS, the Town of Lake Hamilton Town Council is the governing body of the Town of Lake Hamilton; and

WHEREAS, Polk County has created the Polk County Fire Services District as a MSBU to provide fire services within the boundaries of Polk County and within cities requesting and consenting to County fire services; and

WHEREAS, the Town desires to consent to inclusion in the Polk County Fire Service MSBU for purposes of providing fire services within the municipal boundaries of the Town for a term of ten (10) years.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

Section 1. Intent, Purpose and Effect.

It is the intent of this Ordinance to comply with the provisions of Section 125.01(1)(q), Florida Statutes. The Town Council hereby consents to the inclusion of the land within its municipal boundaries, as they may be amended from time to time, into the Polk County Fire Services District MSBU for a period of ten (10) years from the effective date of this ordinance for the sole and exclusive purpose of subjecting the properties therein to non-ad valorem assessments for the provision of Polk County fire services within the territorial limits of the Town, including inspections and enforcement of the Florida Fire Prevention Code and Polk County Local Amendments thereto. The MSBU has been established

pursuant to enabling legislation adopted by the Board of County Commissioners of Polk County.

Section 2. Repeal of Laws in Conflict.

All other ordinances in conflict with any of the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 3. Severability.

If any section, paragraph, sentence, clause, phrase or word in this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance.

Section 4. Term.

This ordinance shall remain in full effect for ten (10) years or until such time as the Town repeals this ordinance following procedures set out in Florida Statutes, Section 166.041. Notice of the proposed repeal of this ordinance shall be provided in writing to Polk County no later than March 1 of the year in which the Town intends to terminate County fire services to avoid imposition of non-ad valorem assessments for that tax year.

Section 5. Effective Date.

INTRODUCED and PASSED on first reading this 1st day of March 2022.

PASSED and ADOPTED on second reading this 5th day of April 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Ordinance O-22-10

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Record of Vote	Yes	No
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Roberson		
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Tomlinson		
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O'Neill		
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Wagner		
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Kehoe		
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ORDINANCE 0-22-13

AN ORDINANCE AMENDING THE TOWN OF LAKE HAMILTON CODE OF ORDINANCES BY ADDING CHAPTER 33 TO THE CODE OF ORDINANCES; IMPOSING IMPACT FEES FOR THE PURPOSE OF PROVIDING MUNICIPAL FACILITIES, PUBLIC SAFETY, STREETS, AND PARKS AND TRAILS NECESSITATED BY NEW DEVELOPMENT; PROVIDING FOR A SHORT TITLE, STATING AUTHORITY AND APPLICABILITY OF THE ORDINANCE; PROVIDING FOR INTENTS AND PURPOSES; PROVIDING RULES OF CONSTRUCTION; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF MUNICIPAL FACILITIES IMPACT FEES; PROVIDING FOR THE IMPOSITION OF PUBLIC SAFETY IMPACT FEES; PROVIDING FOR THE IMPOSITION OF STREETS IMPACT FEES; PROVIDING FOR THE IMPOSITION OF PARKS AND TRAILS IMPACT FEES; PROVIDING FOR COMPUTATION OF THE AMOUNT OF THE IMPACT FEES; PROVIDING FOR THE PAYMENT OF IMPACT FEES; ESTABLISHING IMPACT FEE TRUST FUNDS; PROVIDING FOR LIMITATIONS AND RESTRICTIONS ON THE USE OF SAID TRUST FUNDS; PROVIDING A METHOD FOR REFUND OF FEES PAID; PROVIDING EXEMPTIONS AND CREDITS; PROVIDING AN APPEALS PROCESS; PROVIDING FOR PENALTY AND ENFORCEMENT; PROVIDING FOR INCLUSION IN THE TOWN OF LAKE HAMILTON CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2(b), Chapter VIII of the State Constitution and Section 166.021, Florida Statutes provides municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when otherwise provided by law; and

WHEREAS, the Florida Impact Fee Act, Section 163.31801, Florida Statutes, grants the Town Council of the Town of Lake Hamilton the authority to impose impact fees that meet the requirements of the Act; and

WHEREAS, Section 163.3202(3), Florida Statutes, encourages the use of innovative land development regulations which include the use of impact fees to implement the goals, objectives and policies of a municipalities Comprehensive Plan; and

WHEREAS, in the Town of Lake Hamilton Comprehensive Plan, it has been established that land development shall not be permitted unless adequate capital facilities exist or are assured; and

WHEREAS, Section 163.31801, Florida Statutes, imposes specific requirement on an impact fee adopted by a municipality, including use of the most recent and localized data, use of a separate accounting fund for revenues and expenditures of such impact fee, a limit on administrative charges for the collection of impact fees to actual costs, and a requirement that notice be provided no less than 90 days before the effective date of an ordinance or resolution imposing a new or amended impact fee; and

WHEREAS, it is determined that the Town of Lake Hamilton must expand its public buildings, public safety, streets, parks and trails in order to maintain standards established in the Town of Lake Hamilton Comprehensive Plan if new development is to be accommodated without decreasing these standards; and

WHEREAS, the Town Council has determined new development should contribute its fair share to the cost of improvements and additions to Town facilities that are necessitated by such growth; and

WHEREAS, in Town Council of the Town of Lake Hamilton has determined that this Ordinance is in the best interest of the citizens of Lake Hamilton, Florida.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1.

Chapter 33 is hereby created and added to the Code of Ordinances of the Town of Lake Hamilton, Florida, as set forth at Exhibit "A", attached hereto and made a part hereof.

SECTION 2. SEVERABILITY.

Should any section, paragraph, clause, sentence, item, word, or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

SECTION 3. CODIFICATION AND SCRIVENER'S ERRORS.

The Town Council intends that this Ordinance be made part of the Town of Lake Hamilton Code of Ordinances, and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" may be changed to "Section", "Article", or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance may be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent may be corrected with the authorization of the Town Administrator without the need for a public hearing.

SECTION 4. CONFLICTS.

All ordinances in conflict herewith are hereby repealed to the extent necessary to give this ordinance full force and effect.

SECTION 5. EFFECTIVE DATE.

This ordinance shall become effective sixty (90) days after passage.

INTRODUCED AND PASSED on first reading this 5TH day of April 2022.

PASSED AND ADOPTED on second reading this 3rd day of May 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	Yes	No
O'Neill		
Roberson		
Tomlinson		
Wagner		
Kehoe		

EXHIBIT “A”**CHAPTER 33, IMPACT FEES****Sec. 33-1. Short Title, Applicability, Authority and Recitals.**

- (a) This ordinance shall be known and may be cited as the “Non-Utility Impact Fee Ordinance.”
- (b) This ordinance shall apply to the incorporated area of the Town of Lake Hamilton and any area annexed in the future.
- (c) The Town Council is authorized to enact this Ordinance pursuant to Chapter VIII, Sec. 3(b) of the Florida Constitution, Chapter 163, Florida Statutes, and other applicable provisions of law.
- (d) The Town Council makes the following findings:
 - (1) Development and future growth that impact municipal facilities, public safety, streets and parks and trails should contribute its fair share to the cost of improvements and additions to such facilities that are required to accommodate the use of such facilities by such growth.
 - (2) Implementation of the Impact Fee to require Development to contribute its fair share to the cost to expand Town facilities is an integral and vital element of the regulatory plan of growth management in the Town of Lake Hamilton Comprehensive Plan.
 - (3) The Town of Lake Hamilton Non-Utility Impact Fee Study, prepared by Willdan Financial Services dated March 17, 2022, is hereby accepted and approved and adopted by the Town, a copy of which shall be maintained by the Town Clerk.
 - (4) Capital planning is an evolving process, and it is the intent of the Town Council that the Impact Fees imposed be reviewed and adjusted periodically to insure the non-utility Impact Fees are imposed equitably and lawfully, based upon actual and anticipated growth at the time of their imposition.
 - (5) The Town Council finds that municipal facilities, public safety, streets and parks and trails provide a real and substantial benefit to all residents of the Town.

Sec. 33-2. General, Intents and Purposes.

- (a) This Chapter is intended to implement and be consistent with the Town of Lake Hamilton Comprehensive Plan.
- (b) This Chapter is intended to impose a fee which is payable at the time of certificate of occupancy, certificate of completion, or temporary certificate of occupancy, in an amount based upon the amount of new demand attributable to new development and the cost of providing the

additional capital improvements needed to serve the new development. This Chapter shall not be construed to authorize imposition of fees related to improvements need attributable to existing development.

(c) The impact fees adopted pursuant to this Chapter are based upon the calculation methodology incorporated in the impact fee study adjusted to stimulate economic development.

(d) The impact fees should be kept up-to-date through periodic study updates as determined by the Town Council.

Sec. 33-3. Rules of Construction.

(a) The provision of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety, and welfare.

(b) For the purposes of administration and enforcement, unless otherwise stated in this ordinance, the following rules of construction shall apply to the text of this ordinance:

(1) In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.

(2) The word *shall* is always mandatory and not discretionary; the word *may* is permissive.

(3) Words used in the present tense shall include the future; and words in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

(4) The phrase *used for* includes *arranged for*, *designed for*, or *maintained for*, or *occupied for*.

(5) The word *person* includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

(6) Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction *and*, *or*, or *either...or*, the conjunction shall be interpreted as follows:

(A) *And* indicates that all the connected terms, conditions, provisions and events shall apply.

(B) *Or* indicates that the connected terms, conditions, provisions or events may apply singly or in any combination.

(C) *Either...or* indicates that the connected items, conditions, provisions or events may apply singly, but not in combination.

(7) All terms used herein shall have the same meaning as in the Lake Hamilton Code of

Ordinances, Comprehensive Plan, and the Town of Lake Hamilton Land Development Regulations, unless otherwise indicated.

Sec. 33-4. Definitions.

As applied in this Chapter, the following words and terms shall have the following meanings, unless another meaning is clearly intended:

Applicant. The property owner or duly designated agent of the property owner of land on which a building permit, certificate of occupancy, certificate of completion, and temporary certificate of occupancy is requested or an impact fee is due pursuant to this Chapter.

Building permit. The permit required for new construction and additions pursuant to the Town of Lake Hamilton's existing subdivision and zoning regulations. For the purpose of this Chapter, the term also includes any development order authorizing the creation or expansion of a mobile home or recreational vehicle park.

Certificate of completion. A certificate stating material and products meet specified standards or that work has been completed in compliance with approved construction documents. A certificate of completion does not allow occupancy of the structure and/or the conduct of business.

Certificate of occupancy (CO). The authorization issued by the Town of Lake Hamilton for use of a building or premises.

Feepayer. A person who is obligated to pay an impact fee in accordance with the terms of this Chapter.

Impact fee. The municipal facilities, public safety, streets or parks and trails impact fee.

Impact fee administrator. The Town of Lake Hamilton employee, designated by the Town manager, primarily responsible for administering the provisions of this Chapter.

Impact fee study. The Town of Lake Hamilton, Florida Non-Utility Impact Fee Study, prepared by Willdan Financial Services, dated March 17, 2022, or a subsequent similar study.

Impact-generating development. Any land development activity designed or intended to permit a use of the land that will increase the number of service units.

Square feet. Gross floor area, defined as the total area of all floors of a primary building and all associated accessory buildings, measured from the external surface of the outside walls.

System improvement. A municipal facility system improvement, public safety system improvement, street system improvement or parks and trails system improvement. A system improvement is a capital improvement that adds capacity to serve new development. A system improvement may include land, facilities, rights-of-way, vehicles, equipment, or other capacity-

adding capital item, but does not include operational costs, periodic or routine maintenance, or replacement of existing equipment or facilities.

Temporary certificate of occupancy. A certificate stating in the opinion of the building official the site and structure are safe for the owner/tenant to enter and begin the process of setting up a residence or business. A temporary certificate of occupancy may or may not provide permission to live in or conduct business within the structure.

Sec. 33-5. Applicability; Fee Determination; Impact Fee Accounts; and Use of Fees.

(a) Any person who shall commence an impact-generating development or change in use or intensity to an existing development in the Town, as herein defined, shall be obligated to pay impact fees as required by this Chapter.

- (1) Impact fees shall be imposed based on the impact fee schedules in effect at the time the complete building permit application is submitted to and accepted by the Town, provided the permit proceeds to issuance of a certificate of occupancy, certificate of completion, or temporary certificate of occupancy without being reinstated. If the permit expires and is reinstated, impact fees shall be imposed based on the impact fee schedules in effect on the date the permit is reinstated.
- (2) Unless reduced or waived by the Town Council, all impact fees due shall be collected upon the issuance of a certificate of occupancy, certificate of completion, or temporary certificate of occupancy for the development. If the certificate of occupancy, certificate of completion, or temporary certificate of occupancy is for less than the entire development, the fee shall be computed separately for the amount of development covered by the certificate of occupancy, certificate of completion, or temporary certificate of occupancy.

(b) This Chapter shall not be applicable to building permits otherwise necessary for:

- (1) Room additions, remodeling, rehabilitation or other improvements to an existing structure, provided that there is no increase in the number of dwelling units for residential use or in the amount of square footage for nonresidential use.
- (2) Rebuilding of a damaged or destroyed structure, whether voluntary or involuntary, provided that there is no increase in the number of dwelling units for residential use or in the amount of square footage for nonresidential use.
- (3) A change in occupancy without any increase in the number of dwelling units for residential use or in the amount of square footage for nonresidential use.

(c) Where this Chapter becomes applicable due to an increase in the number of dwelling units for residential use, an increase in the intensity of a use or due to a change of use or in the amount of square footage for nonresidential use, the amount of the impact fee shall be based solely upon the increase in the number of dwelling units or amount of square footage.

(d) The Town Council may waive or reduce Town impact fees only if the impact-generating development serves a valid public purpose and the petition is submitted within 30 days of payment of the impact fee.

(f) The Town will maintain separate and individual impact fee funds for each category of impact fee collected and will deposit into each fund impact fee revenues collected solely for the category of fees assigned to that fund. The Town will account for the revenues and expenditures made from each fund, by facility type.

(g) Impact fee revenues shall be spent only for system improvements and only for the category of system improvements for which the fee revenues were collected, consistent with the impact fee study.

Sec. 33-6. Issuance of certificate of occupancy, certificate of completion, or temporary certificate of occupancy.

(a) No certificate of occupancy, certificate of completion, or temporary certificate of occupancy shall be issued unless the applicant thereof has paid the applicable impact fee imposed by this Chapter unless otherwise exempted under Section 33-5.

(b) Any certificate of occupancy, certificate of completion, or temporary certificate of occupancy issued without payment by the applicant and collection by the Town of the required impact fee pursuant to the provisions of this Chapter shall be null and void.

Sec. 33-7. Calculation of Impact Fees.

(a) The Town shall calculate the impact fee due by:

- (1) Verifying the number and type of dwelling units or the square footage of nonresidential impact that is proposed to be constructed as shown on the building permit application.
- (2) Determining the amount of each type of impact fee that shall be applied for each dwelling unit or nonresidential development unit.
- (3) Multiplying the number of dwelling units or nonresidential development units by the fee per dwelling unit or nonresidential development unit as indicated in Section(s) 33-8, 33-9, 33-10, and 33-11, of this Chapter.

Sec. 33-8. Municipal Facilities Impact Fees.

(a) The Municipal Facilities Impact Fee is hereby imposed on development that results in an additional impact on the Town's municipal facilities including Town Hall, Public Works and

Police Department. The Municipal Facilities Impact Fee shall be used to offset the capital costs related to municipal facilities system improvements necessitated by the development.

(b) **Municipal Facility Impact Fee District.** Pursuant to the Impact Fee Study, the Town has found and determined that the benefits of municipal facilities to be funded with impact fees will serve new development town-wide and hereby establishes a single Town-wide impact fee district for the collection and expenditure of Municipal Facilities Impact Fees.

(c) **Municipal Facilities Impact Fee Schedule.** Following are the Municipal Facilities Impact Fees applicable to new development:

Land Use	Cost Per Capita	Occupant Density	Impact Fee
<u><i>Residential - per Dwelling Unit</i></u>			
Single Family	\$ 108	2.67	\$ 288
Multifamily	108	2.20	238
<u><i>Nonresidential - per 1,000 Sq. Ft.</i></u>			
Commercial	\$ 33	2.34	\$ 77
Office	33	2.97	98
Industrial	33	1.16	38

Sec. 33-9. Public Safety Impact Fees.

(a) The Public Safety Impact Fee is hereby imposed on development that results in an additional impact on the Town's public safety needs. The Public Safety Impact Fee shall be used to offset the capital costs related to public safety system improvement necessitated by the development.

(b) **Public Safety Impact Fee District.** Pursuant to the Impact Fee Study, the Town has found and determined that the benefits of public safety, to be funded with impact fees, will serve new development Town-wide and hereby establishes a single, town-wide impact fee district for the collection and expenditure of Public Safety Impact Fees.

(c) Public Safety Impact Fee Schedule. Following are the Public Safety Impact Fees applicable to new development:

Land Use	EDU	Impact Fee
<u>Residential – Per Dwelling Unit</u>		
Single Family	1.0000	\$ 285
Multi-Family	0.8240	235
<u>Nonresidential – Per 1,000 Sq. Ft.</u>		
Commercial	0.4360	\$ 124
Office	0.5534	158
Industrial	0.2121	62

Sec. 33-10. Streets Impact Fees.

(a) The Streets Impact Fee is hereby imposed on development that results in an additional impact on the Town's streets. The Streets Impact Fee shall be used to offset the capital costs related to the construction of new roads and increasing the capacity of existing roads necessitated by the development.

(b) Streets Impact Fee District. Pursuant to the Impact Fee Study, the Town has found and determined that the benefits of street improvements, to be funded with impact fees, will serve new development Town-wide and hereby establishes a single, town-wide impact fee district for the collection and expenditure of Street Impact Fees.

(c) Streets Impact Fee Schedule. Following are the Street Impact Fees applicable to new development:

Land Use	Cost per VMT	Average VMT	Impact Fee
<u>Residential – Per Dwelling Unit</u>			
Single Family	\$ 7.42	95.2251	\$ 707
Multi-Family	\$ 7.42	66.5175	494
<u>Nonresidential – Per 1,000 Sq. Ft.</u>			
Commercial	\$ 7.42	63.3767	\$ 470
Office	\$ 7.42	44.7802	332
Industrial	\$ 7.42	23.0245	171

Sec. 33-11. Parks and Trails Impact Fees.

(a) The Parks and Trails Impact Fee is hereby imposed on residential development that results in an additional need for parks and trails to accommodate the development. The Parks and Trails Impact Fee shall be used to offset the capital cost for parks and trails system improvements necessitated by the development.

(b) Parks and Trails Impact Fee District. Pursuant to the impact fee study, the Town has found and determined that the benefits of parks and trails improvements, to be funded with impact fees, will serve new development Town-wide and hereby establishes a single, Town-wide impact fee district for the collection and expenditure of parks and trails impact fees.

(b) Parks and Trails Impact Fee Schedule. Following are the Parks and Trails Impact Fees applicable to new residential development:

Land Use	EDU	Impact Fee
<u>Residential – Per Dwelling Unit</u>		

Single Family	1.0000	\$	461
Multi-Family	0.8240		380
<u>Nonresidential</u>			
<u>– Per 1,000</u>			
<u>Sq. Ft.</u>			
Commercial	0.0000	\$	0
Office	0.0000		0
Industrial	0.0000		0

Sec. 33-12. Disposition of Fees.

(a) Designation of fees. Any fees collected under this Chapter are expressly designated for the acquisition of system improvements serving the jurisdiction of the Town of Lake Hamilton as hereinafter provided in this section.

(b) Segregation of funds. An impact fee fund that is distinct from the general fund of the Town is hereby created, and the impact fees received will be deposited in the following interest-bearing accounts of the impact fee fund.

- (1) Municipal Facilities impact fee account. The municipal facilities impact fee account shall contain only those municipal facilities impact fees collected pursuant to this Chapter plus any interest that may accrue from time to time on such amounts. Funds of the account shall only be used for municipal facilities improvements.
- (2) Public Safety impact fee account. The park impact fee account shall contain only those park impact fees collected pursuant to this Chapter plus any interest that may accrue from time to time on such amounts. Funds of the account shall only be used for public safety improvements.
- (3) Streets impact fee account. The street impact fee account shall contain only those street impact fees collected pursuant to this Chapter plus any interest that may accrue from time to time on such amounts. Funds of the account shall only be used for street system improvements.
- (4) Parks and Trails impact fee account. The parks and trails impact fee account shall contain only those parks and trails impact fees collected pursuant to this Chapter plus any interest that may accrue from time to time on such amounts. Funds of the account shall only be used for Parks and Trails system improvements.

(c) Use of funds. Funds from the impact fee accounts may only be used for system improvements of the type specified in the title of the account. Funds may be used or pledged in the course of bonding or other lawful financing techniques, so long as the proceeds raised thereby are used for the purpose of system improvements of the type specified in the title of the account. If these funds or pledge of funds are combined with other revenue sources in a dual or multipurpose bond issue or other revenue-raising device, the proceeds raised thereby must be divided and segregated such that the amount of the proceeds reserved for system improvements of the type specified in the title of the account bears the same ratio to the total funds collected that the impact fee funds used or pledged bear to the total funds used or pledged.

(d) Annual recommendation for expenditure of fees. Each year, at the time the annual Town budget is being prepared, the Town manager shall propose appropriations to be spent from each impact fee account. After review of the Town manager's recommendation, the Town Council shall approve, modify or deny the recommended expenditures of the impact fee moneys. Any amounts not appropriated from the trust account, together with any interest earnings, shall be carried over in the account to the following fiscal year.

Sec. 33-13. Refunds; petitions.

(a) Any fees collected shall be returned to the feepayer or his successor in interest if the fees have not been spent within five years from the date the impact fees were paid in full; provided, however, that the Town Council may, by resolution, extend by up to two years the date at which fees should be refunded. Such an extension should be made upon a finding that within such two-year period, the impact fees will be expended for specific system improvements identified in the CIE of the comprehensive plan and that there is a rational nexus between the impact fee and the system improvements with respect to the demand generated for these improvements by the applicable new development. Fees shall be deemed to be spent on the basis that the first fee collected shall be the first fee spent. The refund of the fees shall be undertaken through the following process:

- (1) The current owner of the property must petition the Town for the refund within one year following the five-year period from the date on which the impact fee was paid. If the time of refund has been extended pursuant to this subsection (a), the petition shall be submitted within one year following the end of the extension.
- (2) The petition must contain the following information:
 - (A) A notarized sworn statement that the petitioner is the current owner of the property.
 - (B) A copy of the dated receipt issued for payment of the impact fee.
 - (C) A certified copy of the latest recorded deed for the property.
 - (D) A copy of the most recent ad valorem tax bill for the property.

- (3) Within one month from the date of receipt of a petition for refund, the impact fee administrator shall review the petition and determine if it is complete. If the impact fee administrator determines the petition is not complete, a written statement specifying the deficiencies shall be sent to the petitioner by certified mail. Unless the deficiencies are corrected, the impact fee administrator shall take no further action on the petition. When the impact fee administrator determines that the petition is complete, the petition shall be reviewed within one month. The impact fee administrator shall approve the refund petition if it is determined that the feepayer or his successor in interest has paid a fee which the Town has not spent within the period of time permitted under this section. The refund shall include the fee paid.
- (b) Any petitioner may appeal the decision on the refund to the Town Council by filing a notice of appeal to the Town manager within ten working days following the decision. In reviewing the decision on the amount of the refund, the Town Council shall use the standards established in subsection (a)(3).

Sec. 33-14. Developer reimbursements and credits.

- (a) Eligibility. Developers may be eligible for reimbursements or credits for the value of land dedications, construction or monetary payments for impact-fee eligible system improvements. At the Town's discretion, reimbursements or credits may be negotiated by the Town and a developer seeking reimbursements or credits based on, but not limited to, any of the following factors: the actual cost of construction or dedicated improvements, the fair market value of land dedicated, the Town's documented cost estimates for the proffered system improvement, whether the proffered system improvement is included in the Town's capital improvement element, and the amount of unallocated impact fee funds available for reimbursements.
- (b) Effective upon acceptance. Eligibility for reimbursements or credits shall become effective when the land dedication or improvements have been completed and have been accepted by the Town Council under the provisions of a prior agreement.
- (c) Developer agreement. To qualify for an impact fee reimbursement or credit, the developer must enter into an agreement with the town as approved by the Town Council. The developer agreement shall specify the amount of the reimbursement and the method and timing of repayment, or the amount of the credit and how the credit will be used to offset impact fees paid by the development project for which the developer contribution was made. Reimbursements of larger amounts may be scheduled for payment over a number of years, rather than be due all at once. The agreement may specify that reimbursement will come from impact fees collected in a subarea of the town most directly benefitted by the improvements. The agreement may also specify a maximum percentage of impact fees collected that will be available to be used for reimbursement.
- (d) Reimbursement funds. The source of reimbursements will be impact fees collected for the same type of facility. In the event that the amount available for reimbursements is insufficient to pay all of the reimbursement payments due in a particular year, each developer may receive a pro rata share of the reimbursement due. Upon the execution of a developer agreement pursuant to this

section, the Town finance director, or the finance director's designee, shall establish and maintain necessary accounting mechanisms so that impact fee revenues collected within any established reimbursement sub-area shall be segregated from other impact fee revenues within the same impact fee account.

(e) Appeals. After determination of the amount of the reimbursement or credit, an applicant may appeal such determination to the Town Council. The applicant must file a notice of appeal with the Town clerk within ten days following the determination of the reimbursement or credit. If the notice of appeal is accompanied by a letter of credit or other sufficient surety, except a corporate performance bond, as determined by the Town Council in an amount equal to the impact fee as calculated herein, the Town shall issue a certificate of occupancy, certificate of completion, or temporary certificate of occupancy. The filing of an appeal shall stay the issuance of the certificate of occupancy, certificate of completion, or temporary certificate of occupancy unless such bond or other surety has been filed.

ORDINANCE O-22- 14

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, REPEALING THE TOWN'S CURRENT SIGN RULES; CREATING ARTICLE X OF CHAPTER 16 OF THE TOWN CODE PROVIDING COMPREHENSIVE SIGN REGULATIONS; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Hamilton (the Town) has codified its ordinances over time into a Town Code (the Code) which sets forth the cumulative law of the Town; and

WHEREAS, the Town's current sign regulations, which were adopted in 1995, are set forth in § 16-334 of the Town Code; and

WHEREAS, the Town Council (the Council) has determined that the Town's growth and diversification of land uses require the adoption of more comprehensive sign regulations; and

WHEREAS, Florida Statutes § 163.3164 (26) provides that sign regulations are land development regulations and Florida Statutes § 163.3202(2)(f) requires the Town's land development regulations to specifically set forth regulations concerning signage; and

WHEREAS, the Town finds that it is appropriate to ensure that the Land Development Code's sign rules are compliant with constitutional and other legal requirements; and

WHEREAS, the purpose, intent and scope of the Town's signage standards and regulations should be detailed so as to further describe the beneficial aesthetic and other effects of the Town's sign standards and regulations, and to reaffirm that the sign standards and regulations are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker; and

WHEREAS, to ensure content neutrality, the Town's limitations on the size (area), height, number, spacing, and setback of signs adopted herein is based upon sign types, not content; and

WHEREAS, the Town's limitations on various types of signs are related to their context within the zoning districts for the parcels and properties on which they are located; and

WHEREAS, the Town finds that various signs that serve as signage for particular land uses, such as drive-through lanes for businesses, are based upon content-neutral criteria in recognition of the functions served by those land uses, but not based upon any intent to favor any particular viewpoint or control the subject matter of public discourse; and

WHEREAS, the Town finds that it is appropriate to take into account the Town's zoning districts when determining the appropriate size, number, and nature of certain sign types; and

WHEREAS, the Town finds that the sign standards and regulations adopted in this Ordinance allow adequate alternative means of communications for both non-commercial and commercial speech; and

WHEREAS, the sign standards adopted in this Ordinance allow and leave open such alternative means of speech as advertising and communications via newspaper, social media, website, targeted texts, physical pamphlets distributed by hand or mail, physical and web-based business directories, over-the-air television and streaming services, radio, direct mail, and other avenues of communication available in the Town of Lake Hamilton; and

WHEREAS, the Town finds that the provisions of this Ordinance are consistent with all applicable policies of the Town of Lake Hamilton's adopted Comprehensive Plan; and

WHEREAS, the Town finds that the provisions of this Ordinance are consistent with the public interests to be served by this municipal government; and

WHEREAS, the amendments to the current Town Code contained in this Ordinance will not result in incompatible land uses; and

WHEREAS, the Town recognizes that under established Supreme Court precedent, a law that is content-based is subject to strict scrutiny under the First Amendment of the U.S. Constitution, and such law must therefore satisfy a compelling governmental interest; and

WHEREAS, the Town recognizes that under established Supreme Court precedent, a compelling government interest is a higher burden than a substantial or significant governmental interest; and

WHEREAS, the Town recognizes that under established Supreme Court precedent, aesthetics is not a compelling governmental interest but is a substantial governmental interest; and

WHEREAS, the Town recognizes that until 2015, federal court opinions were not clear as to what constituted a content-based law as distinguished from a content-neutral law; and

WHEREAS, this question was clarified in *Reed v. Town of Gilbert, Ariz.*, 576 U.S. 155, 135 S. Ct. 2218, 2221, 192 L. Ed. 2d 236 (2015), wherein the United States Supreme Court, in an opinion authored by Justice Thomas, and joined in by Chief Justices Roberts, Scalia, Alito, Kennedy and Sotomayer, addressed the constitutionality of a local sign ordinance that had different criteria for different types of temporary noncommercial signs; and

WHEREAS, the Town recognizes that in *Reed*, the Supreme Court held that content-based regulation is presumptively unconstitutional and requires a compelling governmental interest; and

WHEREAS, *Reed* held that government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed; and

WHEREAS, the Town recognizes that in *Reed*, the Supreme Court held that even a

purely directional message, which merely gives the time and location of a specific event, is one that conveys an idea about a specific event, so that a category for directional signs is therefore content-based, and event-based regulations are not content neutral; and

WHEREAS, the Town recognizes that in *Reed*, the Supreme Court held that if a sign regulation on its face is content-based, neither its purpose, nor function, nor justification matter, and the sign regulation is therefore subject to strict scrutiny and must serve a compelling governmental interest; and

WHEREAS, the Town recognizes that in *Reed*, Justice Alito in a concurring opinion, clarified that municipalities still have the power to enact and enforce reasonable sign regulations and provided a non-exhaustive list of sign rules that would not be content-based; and

WHEREAS, Justice Alito noted the following rules would not be content-based: (1) rules regulating sign size, which rules may distinguish among signs based upon any content-neutral criteria; (2) rules regulating the locations in which signs may be placed, which rules may distinguish between freestanding signs and those attached to buildings; (3) rules distinguishing between lighted and unlighted signs; (4) rules distinguishing between signs with fixed messages and electronic signs with messages that change; (5) rules that distinguish between the placement of signs on private and public property; (6) rules distinguishing between the placement of signs on commercial and residential property; (7) rules distinguishing between on-premises and off-premises signs; (8) rules restricting the total number of signs allowed per mile of roadway; and (9) rules imposing time restrictions on signs advertising a one-time event, where rules of this nature do not discriminate based on topic or subject and are akin to rules restricting the times within which oral speech or music is allowed; and

WHEREAS, Justice Alito further noted that in addition to regulating privately-placed signs, government entities may also erect their own signs consistent with the principles that allow governmental speech [see *Pleasant Grove City v. Summum*, 555 U.S. 460, 467-469 (2009)], and that government entities may install all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots; and

WHEREAS, Justice Alito observed that the *Reed* opinion, properly understood, will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate aesthetic objectives, including rules that distinguish between on-premises and off-premises signs; and

WHEREAS, the Town recognizes that as a result of the *Reed* decision, it is appropriate and necessary for local governments to review and analyze their sign standards and regulations, beginning with their temporary sign standards and regulations, so as to make the necessary changes to conform with the holding in *Reed*; and

WHEREAS, the Town recognizes that in *Reed* the Supreme Court determined that the Town of Gilbert's differing treatment of Temporary Directional Signs and the two other categories of signs was "content-based," meaning that the Town would have to survive strict scrutiny and show a compelling government interest in its differing treatment of noncommercial speech as applied to the petitioners' use of temporary directional signs to announce the time and

location of their services; and

WHEREAS, the Town recognizes that *Reed* only involved noncommercial speech; and that commercial speech was not at issue in the *Reed* case; and

WHEREAS, the Town recognizes that government speech is not subject to First Amendment scrutiny as was confirmed by the United States Supreme Court in *Walker v. Texas Division, Sons of Confederate Veterans, Inc.*, 135 S.Ct. 2239 (2015), released in June 2015 the same day as the *Reed* decision, and that the *Confederate Veterans* decision has been followed as to government signs by the Eleventh Circuit in *Mech v. School Bd. Of Palm Beach County*, 806 3d 1070 (11th Cir. 2015), cert. denied, 137 S.Ct. 73 (2016); and

WHEREAS, the Town recognizes that under established Supreme Court precedent, commercial speech may be subject to greater restrictions than noncommercial speech and that doctrine is true for both temporary signs as well as for permanent signs; and

WHEREAS, the Town finds that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional, the remainder of the act will be permitted to stand provided (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the other, and (4) an act complete in itself remains after the valid provisions are stricken [see *Waldrup v. Dugger*, 562 So. 2d 687 (Fla. 1990)]; and

WHEREAS, the Town finds that there have been several judicial decisions where courts have not given full effect to severability clauses that applied to sign regulations and where the courts have expressed uncertainty over whether the legislative body intended that severability would apply to certain factual situations despite the presumption that would ordinarily flow from the presence of a severability clause; and

WHEREAS, the Town Council finds that the Town has consistently adopted and enacted severability provisions in connection with its ordinance code provisions, and that the Town wishes to ensure that severability provisions apply to its land development regulations, including its sign standards; and

WHEREAS, the Town finds that there be an ample record of its intention that the presence of a severability clause in connection with the Town's sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any provision is invalid or unconstitutional for any reason whatsoever; and

WHEREAS, the Town finds that objects and devices such as grave yard and cemetery markers visible from a public area, vending machines or express mail drop-off boxes visible from a public area, decorations that do not constitute advertising visible from a public area, artwork that does not constitute advertising, a building's architectural features visible from a public area, or a manufacturer's or seller's markings on machinery or equipment visible from a public area, are not within the scope of what is intended to be regulated through "land development" regulations that pertain to signage under Chapter 163 of the Florida Statutes; and

WHEREAS, the Town finds that the aforesaid objects and devices are commonly excluded or exempted from being regulated as signs in land development regulations and sign regulations, and that extending a regulatory regime to such objects or devices would be inconsistent with the free speech clause of the First Amendment; and

WHEREAS, the Town finds that it is appropriate to prohibit certain vehicle signs similar to the prohibition suggested in Article VIII (Signs) of the Model Land Development Code for Cities and Counties, prepared in 1989 for the Florida Department of Community Affairs by the UF College of Law's Center for Governmental Responsibility and by a professional planner with Henigar and Ray Engineering Associates, Inc., and that is nearly identical to § 7.05.00(x) of the Land Development Regulations of the Town of Orange Park, which were upheld against a constitutional challenge in *Perkins v. Town of Orange Park*, 2006 WL 5988235 (Fla. Cir. Ct.); and

WHEREAS, the Town finds that in order to preserve the Town as a desirable community in which to live and do business, a pleasing, visually-attractive urban environment is of foremost importance; and

WHEREAS, the Town finds that the regulation of signs within the Town is a highly contributive means by which to achieve this desired end, and that the sign standards and regulations in this Ordinance are prepared with the intent of enhancing the urban environment and promoting the continued well-being of the Town; and

WHEREAS, the Town finds that Article II, Section 7, of the Florida Constitution, as adopted in 1968, provides that it shall be the policy of the state to conserve and protect its scenic beauty; and

WHEREAS, the Town finds that the regulation of signage for purposes of aesthetics is a substantial governmental interest and directly serves the policy articulated in Article II, Section 7, of the Florida Constitution, by conserving and protecting its scenic beauty; and

WHEREAS, the Town finds that the regulation of signage for purposes of aesthetics has long been recognized as advancing the public welfare; and

WHEREAS, the Town finds that as far back as 1954, Justice Douglas ruled in *Berman v. Parker*, 348 U.S. 26, 33 (1954) that "the concept of the public welfare is broad and inclusive," that the values it represents are "spiritual as well as physical, aesthetic as well as monetary," and that it is within the power of the legislature "to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled;" and

WHEREAS, the Town finds that aesthetics is a valid basis for zoning, and that regulation of the size of signs and the prohibition of certain sign types can be based on aesthetic grounds alone as promoting the general welfare [see *Merritt v. Peters*, 65 So. 2d 861 (Fla. 1953); *Dade County v. Gould*, 99 So. 2d 236 (Fla. 1957); *E.B. Elliott Advertising Co. v. Metropolitan Dade County*, 425 F.2d 1141 (5th Cir. 1970), cert. dismissed, 400 U.S. 878 (1970)]; and

WHEREAS, the Town finds that the enhancement of the visual environment is critical to a community's image and that the sign control principles set forth herein create a sense of

character and ambiance that distinguishes the Town as one with a commitment to maintaining and improving an attractive environment; and

WHEREAS, the Town finds that the goals, objectives and policies from planning documents developed over the years, demonstrate a strong, long-term commitment to maintaining and improving the Town's attractive and visual environment; and

WHEREAS, the Town finds that, from a planning perspective, one of the most important community goals is to define and protect aesthetic resources and community character; and

WHEREAS, the Town finds that, from a planning perspective, sign regulations can create a sense of character and ambiance that distinguishes one community from another; and

WHEREAS, the Town finds that two decades ago, a growing number of local governments had begun prohibiting pole signs, allowing only ground signs (also referred to as monument signs), and that monument signs are typically used and preferred by planned communities and communities that seek a distinctive image, preservation of sky views, and lower chance of fallen signs due to high winds, and the Town also seeks to regulate pole signs for these same goals; and

WHEREAS, the overarching purpose of the Town's regulation of signs as set forth in this Ordinance is to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent, and nondiscriminatory sign standards and requirements; and

WHEREAS, the sign regulations in this Ordinance are intended to enable the identification of places of residence and business and to allow for the communication of information necessary for the conduct of commerce; and

WHEREAS, the sign regulations in this Ordinance are intended to lessen hazardous situations, confusion and visual clutter caused by proliferation, improper placement, illumination, animation and excessive height, area and bulk of signs which compete for the attention of pedestrian and vehicular traffic; and

WHEREAS, the sign regulations in this Ordinance are intended to enhance the attractiveness and economic well-being of the Town as a place to live, vacation and conduct business; and

WHEREAS, the sign regulations in this Ordinance are intended to protect the public from the dangers of unsafe signs; and

WHEREAS, the sign regulations in this Ordinance are intended to permit signs that are compatible with their surroundings and aid orientation, and to preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs; and

WHEREAS, the sign regulations in this Ordinance are intended to encourage signs that are appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain; and

WHEREAS, the sign regulations in this Ordinance are intended to curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business; and

WHEREAS, the sign regulations in this Ordinance are intended to establish sign size limits which are in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains; and

WHEREAS, the sign regulations in this Ordinance are intended to preclude signs from conflicting with the principal permitted use of the site or adjoining sites; and

WHEREAS, the sign regulations in this Ordinance are intended to regulate signs in a manner so as to not interfere with, obstruct vision of or distract motorists, bicyclists or pedestrians; and

WHEREAS, the sign regulations in this Ordinance are intended to require signs to be constructed, installed and maintained in a safe and satisfactory manner; and

WHEREAS, the sign regulations in this Ordinance are intended to preserve and enhance the natural and scenic characteristics of this rural community tranquil natural beauty is a major element of the Town's economy and identity; and

WHEREAS, the Town Council finds that the Town has adopted a land development code in order to implement its comprehensive plan, and to comply with the minimum requirements in the State of Florida's Growth Management Act, Florida Statutes § 163.3202, including the regulation of signage and future land uses; and

WHEREAS, the Town's Land Development Code, including its signage regulations, is intended to maintain and improve the quality of life for all citizens of the Town; and

WHEREAS, in meeting the purposes and goals set forth in these exordial clauses, it is appropriate to prohibit and/or to continue to prohibit certain sign types; and

WHEREAS, the Town finds that billboards detract from the natural and manmade beauty of the Town; and

WHEREAS, the Town agrees with the determination of the American Society of Landscape Architects that billboards tend to deface nearby natural or built rural or urban scenery; and

WHEREAS, the Town agrees with the Sierra Club's opposition to billboard development and proliferation; and

WHEREAS, the Town agrees with the American Society of Civil Engineers Policy Statement 117 on Aesthetics that aesthetic quality should be an element of the planning, design, construction, operations, maintenance, renovation, rehabilitation, reconstruction, and security enhancement of the built environment; and

WHEREAS, the Town recognizes that states such as Vermont, Alaska, Maine, and Hawaii have prohibited the construction of billboards in their states and are now billboard-free in an effort to promote aesthetics and scenic beauty; and

WHEREAS, the Town finds that the prohibition of the construction of billboards and certain other sign types, as well as the establishment and continuation of height, size and other standards for on-premise signs, is consistent with the policy set forth in the Florida Constitution that it shall be the policy of the state to conserve and protect its scenic beauty; and

WHEREAS, the Town agrees with courts that have recognized that outdoor advertising signs tend to interrupt what would otherwise be the natural landscape as seen from the highway, whether the view is untouched or ravished by man, and that it would be unreasonable and illogical to conclude that an area is too unattractive to justify aesthetic improvement [*E. B. Elliott Adv. Co. v. Metropolitan Dade County*, 425 F.2d 1141 (5th Cir. 1970), cert. dismissed, 400 U.S. 878 (1970)]; and

WHEREAS, the Town recognizes that local governments may separately classify off-site and on-site advertising signs in taking steps to minimize visual pollution [see *City of Lake Wales v. Lamar Advertising Association of Lakeland Florida*, 414 So.2d 1030, 1032 (Fla. 1982)]; and

WHEREAS, the Town finds that billboards attract the attention of drivers passing by the billboards, thereby adversely affecting traffic safety and constituting a public nuisance and a noxious use of the land on which the billboards are erected; and

WHEREAS, the Town finds and recognizes that billboards are a form of advertisement designed to be seen without the exercise of choice or volition on the part of the observer, unlike other forms of advertising that are ordinarily seen as a matter of choice on the part of the observer [see *Packer v. Utah*, 285 U.S. 105 (1932)]; and

WHEREAS, the Town acknowledges that the United States Supreme Court and many federal courts have accepted legislative judgments and determinations that the prohibition of billboards promotes traffic safety and the aesthetics of the surrounding area. [see *Markham Adver. Co. v. State*, 73 Wash.2d 405, 439 P.2d 248 (1969), appeal dismissed, 439 U.S. 808 (1978); *Suffolk Outdoor Adver. Co., Inc. v. Hulse*, 43 N.Y.2d 483, 372 N.E.2d 263 (1977), appeal dismissed, 439 U.S. 808 (1978); *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490, 509-510 (1981); *Members of the City Council of the City of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789, 806-807 (1984), *City of Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410 (1993); *National Advertising Co. v. City and County of Denver*, 912 F.2d 405, 409 (10th Cir. 1990), and *Outdoor Systems, Inc. v. City of Lenexa*, 67 F. Supp. 2d 1231, 1239 (D. Kan. 1999)]; and

WHEREAS, the Town finds and recognizes that on-site business signs are considered to be part of the business itself, as distinguished from off-site outdoor advertising signs, and that it is well-recognized that the unique nature of outdoor advertising and the nuisances fostered by billboard signs justify the separate classification of such structures for the purposes of governmental regulation and restrictions [see *E. B. Elliott Adv. Co. v. Metropolitan Dade*

County, 425 F.2d 1141, 1153 (5th Cir. 1970), cert. denied, 400 U.S. 878 (1970)]; and

WHEREAS, the Town finds that billboard signs are public nuisances given their adverse impact on both traffic safety and aesthetics; and

WHEREAS, the Town finds that billboards are a traffic hazard and impair the beauty of the surrounding area, and the prohibition of the construction of billboards will reduce these harms [see *Outdoor Systems, Inc. v. City of Lenexa*, 67 F.Supp.2d 1231, 1239 (D. Kan. 1999)]; and

WHEREAS, the Town finds that the presence of billboards along federal interstate and federal-aid primary highway systems prevents public property in other jurisdictions from being used for beautification purposes due to view zones established by state administrative rule; and

WHEREAS, the Town recognizes that Scenic America, Inc. recommends improvements in the scenic character of a community's landscape and appearance by prohibiting the construction of billboards, and by setting height, size and other standards for on-premise signs [see Scenic America's Seven Principles for Scenic Conservation, Principle #5]; and

WHEREAS, the Town recognizes that hundreds of Florida communities have adopted ordinances prohibiting the construction of billboards in their communities in order to achieve aesthetic, beautification, traffic safety, and/or other related goals; and

WHEREAS, the Town finds that in order to preserve, protect and promote the safety and general welfare of the residents of the Town, it is necessary to regulate off-site advertising signs, commonly known as billboard signs or billboards, so as to prohibit the construction of billboards in all zoning districts, and to provide that the foregoing provisions shall be severable; and

WHEREAS, the Town finds that the prohibition of billboards as set forth herein will improve the beauty of the Town, foster overall improvement to the aesthetic and visual appearance of the Town, preserve and open up areas for beautification on public property adjoining the public roadways, increase the visibility, readability and/or effectiveness of on-site signs by reducing and/or diminishing the visual clutter of off-site signs, enhance the Town as an attractive place to live and/or work, reduce blighting influences, and improve traffic safety by reducing driver distractions; and

WHEREAS, the Town wishes to assure that new billboards are effectively prohibited as a sign-type within the Town; and

WHEREAS, the Town finds that anything beside the road which tends to distract the driver of a motor vehicle directly affects traffic safety, and that signs, which divert the attention of the driver and occupants of motor vehicles from the highway to objects away from it, may reasonably be found to increase the danger of accidents, and agrees with the courts that have reached the same determination [see *In re Opinion of the Justices*, 103 N.H. 268, 169 A.2d 762 (1961); *Newman Signs, Inc. v. Hjelle*, 268 N.W.2d 741 (N.D.1978)]; and

WHEREAS, the Town acknowledges that the Seven Justices' views in *Metromedia*, as expressly recognized in the later Supreme Court decisions in *Taxpayers for Vincent* and

Discovery Network, have never been overturned; and that more than a dozen published Circuit Court of Appeal decisions followed *Metromedia* on the permissible distinction between onsite signs and offsite signs-when it comes to government's substantial interest in prohibiting the latter sign type (the offsite sign), including: *Major Media of the Southeast, Inc. v. City of Raleigh*, 792 F.2d 1269, 1272 (4th Cir. 1986); *Georgia Outdoor Advertising, Inc. v. City of Waynesville*, 833 F.2d 43, 45-46 (4th Cir. 1987); *Naegle Outdoor Adver., Inc. v. City of Durham*, 844 F.2d 172, 173-174 (4th Cir. 1988); *Nat'l Adver. Co. v. City and County of Denver*, 912 F.2d 405, 408-411 (10th Cir. 1990); *Nat'l Adver. Co. v. Town of Niagara*, 942 F.2d 145, 157-158 (2nd Cir. 1991); *Outdoor Systems, Inc. v. City of Mesa*, 997 F.2d 604, 610-612 (9th Cir. 1993); *Outdoor Graphics, Inc. v. City of Burlington, Iowa*, 103 F.3d 690, 695 (8th Cir. 1996); *Ackerley Communications of Northwest v. Krochalis*, 108 F.3d 1095, 1099 (9th Cir. 1997); *Southlake Property Associates, Ltd. v. City of Morrow, Ga.*, 112 F.3d 1114, 1117-1119 (11th Cir. 1997), cert. denied, 525 U.S. 820 (1998); *Bad Frog Brewery, Inc. v. New York State Liquor Authority*, 134 F.3d 87, 99 (2nd Cir. 1998); *Lavey v. City of Two Rivers*, 171 F.3d 1110, 1114-1115 (7th Cir. 1999); *Long Island Bd. of Realtors, Inc. v. Incorp. Village of Massapequa Park*, 277 F.3d 622, 627 (2nd Cir. 2002); *Clear Channel Outdoor, Inc. v. City of Los Angeles*, 340 F.3d 810, 814-816 (9th Cir. 2003); *Riel v. City of Bradford*, 485 F.3d 736, 753 (3rd Cir. 2007); *Naser Jewelers, Inc. v. City of Concord, N.H.*, 513 F.3d 27, 36 (1st Cir. 2008); and *RTM Media, L.L.C. v. City of Houston*, 584 F.3d 220, 225 (5th Cir. 2009); and

WHEREAS, the Town recognizes that the distinction between the location of off-premises signs and on-premises signs is a time, place and manner regulation, and recognizes that in 1978 in *Suffolk Outdoor*, over the objection of Justices Blackmun and Powell, the U.S. Supreme Court denied review of the underlying decision for the want of a substantial federal question and that the denial on this basis was a decision on the merits, wherein the decisions was framed by the petitioner's jurisdictional statement which presented its first question as to whether a total ban on billboards within an entire municipality was constitutional, claiming that this disparate treatment of off-premises billboards from on-premises accessory signs was a violation of the First Amendment; and

WHEREAS, consistent with the foregoing exordial clauses, the business of outdoor advertising should be a prohibited use in each of the Town's zoning districts and in all of the Town's zoning districts; and

WHEREAS, the Town finds and determines that it is appropriate to prohibit discontinued signs and/or sign structures because the same visually degrade the community character and are inconsistent with the general principles and purposes of the regulations as set forth in this Ordinance; and

WHEREAS, the Town finds that under state law, which may be more permissive than local law, a nonconforming sign is deemed "discontinued" when it is not operated and maintained for a set period of time, and the following conditions under Chapter 14-10, Florida Administrative Code, shall be considered failure to operate and maintain the sign so as to render it a discontinued sign: (1) signs displaying only an "available for lease" or similar message; (2) signs displaying advertising for a product or service which is no longer available; or (3) signs which are blank or do not identify a particular product, service, or facility; and

WHEREAS, the Town finds that it is appropriate to specify that in addition to land development regulations identified this Ordinance, signs shall comply with all applicable building and electrical code requirements; and

WHEREAS, the Town recognizes that it has allowed noncommercial speech to appear wherever commercial speech appears; and desires to continue that practice through the specific inclusion of a substitution clause that expressly allows non-commercial messages to be substituted for commercial messages; and

WHEREAS, the Town finds that by confirming in this Ordinance that noncommercial messages are allowed wherever commercial messages are permitted, it will continue to overcome any constitutional objection that its ordinance impermissibly favors commercial speech noncommercial speech [see *Outdoor Systems, Inc. v. City of Lenexa*, 67 F. Supp. 2d 1231, 1236-1237 (D. Kan. 1999)]; and

WHEREAS, the Town finds that the district court in *Granite State Outdoor Advertising, Inc. v. Clearwater, Fla. (Granite-Clearwater)*, 213 F.Supp.2d 1312 (M.D. Fla. 2002), aff'd in part and rev'd in part on other grounds, 351 F.3d 1112 (11th Cir. 2003), cert. denied, 543 U.S. 813 (2004), cited the severability provisions of that city's code as a basis for severing isolated portions of sign regulations in its Land Development Code; and

WHEREAS, the Town finds that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional, the remainder of the act will be permitted to stand provided: (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the other, and (4) an act complete in itself remains after the valid provisions are stricken [see, e.g., *Waldrup v. Dugger*, 562 So. 2d 687 (Fla. 1990)]; and

WHEREAS, the Town has consistently included severability provisions in its ordinances, and it wishes to ensure that severability provisions apply to its land development regulations, including this Ordinance; and

WHEREAS, the Town desires there to be an ample record of its intention that the presence of a severability clause in connection with its sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any exceptions, limitations, variances or other provisions are invalid or unconstitutional for any reason whatsoever; and

WHEREAS, the Town is aware that there have been billboard developers who have mounted legal challenges to a sign ordinance, either in its entirety or as to some lesser portion, and argued that there existed a vested right to erect a billboard through the mere submission of one or more prior permit applications, so that in the event that the billboard developer succeeds in obtaining a judicial decision that the entirety or some lesser portion of a sign ordinance or its permit provisions are invalid or unconstitutional, the billboard developer might then seek to compel the local governmental unit to issue a permit to allow the billboard developer to erect a

permanent billboard structure within the local government's jurisdiction; and

WHEREAS, the Town desires to make clear that billboards are not a compatible land use within the Town and that there can be no good faith reliance by any prospective billboard developer under Florida vested rights law in connection with the prospective erection or construction of new or additional billboards within the jurisdictional limits of the Town; and

WHEREAS, the Town finds that it is appropriate to allow for the display of allowable temporary signage without any prior restraint or permit requirement; and

WHEREAS, the Town finds that when an application for a permanent sign is deemed denied that the applicant shall have an avenue to immediately request in writing a written explanation as to why the application was not approved and the Town shall promptly respond in writing and provide the reason(s) the application was not approved (see *Covenant Media of South Carolina, LLC v. City of North Charleston*, 493 F.3d 421, 435-437 (4th Cir. 2007)); and

WHEREAS, the Town finds that an applicant for a sign permit who is aggrieved by the decision of the permitting official, or aggrieved by any failure by the permitting official or by any other Town official to act upon a sign permit application in accordance with the LDC, must have the right to seek judicial review of the final decision of the Town by the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida, or by any other court of competent jurisdiction, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available; and

WHEREAS, the Town finds that an applicant shall have access to prompt judicial relief in the circumstances where applicant's sign permit application is either denied, deemed denied or not approved in a timely manner, as set forth in the Town's sign permitting regulations, and acknowledges that the display of temporary signs in compliance with the Town's sign standards and regulations is not subject to any permitting whatsoever; and

WHEREAS, the Council therefore finds that it is in the best interests of the Town, and its citizens, property owners and businesses to adopt this Ordinance.

NOW THEREFORE BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1.

Section 16-334 (Signs) of the Lake Hamilton Town Code is hereby repealed in its entirety.

SECTION 2.

A new Article X of Chapter 16 of the Lake Hamilton Town Code, to be entitled Sign Regulations, is hereby created as follows:

ARTICLE X. – SIGN REGULATIONS

Sec. 16-700. – Definitions.

Abandoned or discontinued sign or sign structure. A sign or sign structure is considered abandoned or discontinued when its owner fails to operate or maintain a sign for a period of at least sixty (60) days. The following conditions shall be considered as the failure to operate or maintain a sign:

- (1) a sign displaying advertising for a product or service which is no longer available or displaying advertising for a business which is no longer licensed, or
- (2) a sign which is blank. This definition includes signs on which is advertised a business that is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business at that location or any other sign for any purpose for which the purpose has lapsed. If the sign is a conforming sign in compliance with building codes and all other applicable Town Ordinances, then only the sign face will be considered abandoned.

Advertising means any commercial sign copy intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, sales event, activity, entertainment, or real or personal property.

Advertising vessel means any boat, watercrafts, motorboat, sailboat, rowboat, dingy, canoe, airboat, houseboat, barge, floating structure, floating home or any contrivance of any nature whatsoever which is waterborne, whether or not the same is capable of moving under its own power or by sail, which is displaying advertising upon any waters, waterways, marine area or other waters within the city's jurisdictional limits, which advertising is visible to others from either land or water. To be deemed an advertising vessel, one of the following conditions must be met:

- (1) The vessel contains advertising for one or more different business entities;
- (2) The vessel contains advertising for a business entity which is not the majority owner of the vessel;
- (3) The vessel is operated continuously without stopping while displaying some form of general advertisement;
- (4) The vessel is driven in a repetitive back-and-forth, oval, or similar pattern;
- (5) The vessel is capable of automatically changing the advertising messages displayed without stopping; or
- (6) The vessel lacks the ability to serve any purpose other than advertising.

Animated sign means a sign which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including signs using electronic ink, signs set in motion by movement of the atmosphere, or made up of a series of sections that turn, including any type of screen using animated or scrolling displays, such as an LED (light emitting diode) screen or any other type of video display.

Architectural detail or embellishment means any projection, relief, change of material, window or door opening, exterior lighting, inlay, or other exterior building features not specifically classified as a sign. The term includes, but is not limited to, relief or inlay features or patterns that distinguish

window or door openings, exterior lighting that frames building features, and changes in façade materials to create an architectural effect.

Area of sign means the square foot area within a continuous perimeter enclosing the extreme limits of the sign display, including any frame or border. Curved, spherical, or any other shaped sign face shall be computed on the basis of the actual surface area. In the case of painted wall signs composed of letters, shapes, or figures, or skeleton letters mounted without a border, the sign area shall be the area of the smallest rectangle or other geometric figure that would enclose all of the letters, shapes and figures. The calculation for a double-faced sign shall be the area of one face only. Double-faced signs shall be so constructed that the perimeter of both faces coincide and are parallel and not more than twenty-four (24) inches apart.

Artwork means a two-or three-dimensional representation of a creative idea that is expressed in an art form but does not convey the name of the business or a commercial message. If displayed as a two-dimensional representation on a flat surface, the same shall not exceed one-quarter (1/4) of the total surface area; however, if displayed on a flat surface oriented to a federal-aid primary highway, the same shall not exceed one-half (1/2) of the total surface area. All outdoor artwork shall conform to the maximum height restrictions of signs within the district. All outdoor artwork shall also conform to any applicable building code and safety standards.

Attached sign means any sign attached to, on, or supported by any part of a building (e.g., walls, awning, windows, or canopy), which encloses or covers useable space.

Awning means any secondary covering attached to the exterior wall of a building. It is typically composed of canvas woven of acrylic, cotton or polyester yarn, or vinyl laminated to polyester fabric that is stretched tightly over a light structure of aluminum, iron or steel, or wood.

Awning sign or *canopy sign* means any sign that is a part of or printed, stamped, stitched or otherwise applied onto a protective awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Banner means a temporary sign made of wind and weather resistant cloth or other lightweight material, intended to hang either with or without frames or in some other manner as not to be wind activated, and possessing characters, letters, illustrations, or ornamentations applied to paper, plastic or fabric of any kind. Flags shall not be considered banners for the purpose of this definition.

Banner, vertical streetlight means a temporary government sign made of wind and weather resistant cloth or other lightweight material, displaying government speech and hung in the public right-of-way from rods and brackets attached to a government-owned streetlight pole.

Beacon sign means a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which has the effect of attracting or diverting attention, except, however, this term does not include any kind of lighting device which is required or necessary under the safety regulations of the Federal Aviation Administration or other similar governmental agency. This definition does not apply to any similar type of lighting device contained entirely within a structure and which does not project light to the exterior of the structure.

Bench/bus shelter sign means a bench or bus shelter upon which a sign is drawn, painted, printed, or otherwise affixed thereto.

Billboard means an advertising sign or other commercial sign which directs attention to a business, commodity, service, entertainment, or attraction sold, produced, offered or furnished at a place other than upon the same lot where such sign is displayed.

Building means a structure having a roof supported by columns or walls, that is designed or built for support, enclosure, shelter or protection of any kind.

Building official, means the individual responsible for the administration, interpretation and enforcement of the building codes of the Town.

Business establishment means any individual person, nonprofit organization, partnership, corporation, other organization or legal entity holding a valid Town occupational license and/or occupying distinct and separate physical space and located in a business activity zoning district.

Bus stop informational sign means a freestanding or attached noncommercial government sign erected by a public transit agency, which is located at an official bus stop and providing information as to the route, hours or times of service.

Cabinet sign means a sign that contains all the text and/or logo symbols within a single enclosed cabinet and may or may not be illuminated.

Canopy means an overhead roof or structure that is able to provide shade or shelter.

Canopy sign means a permanent sign which is suspended from, attached to, supported from, printed on, or forms a part of a canopy.

Changeable copy/message sign means a sign with the capability of content change by means of manual or remote input, including the following types:

(1) Manually activated. Changeable sign whose message copy can be changed manually on a display surface.

(2) Electronically activated. Changeable sign whose message copy or content can be changed by means of remote electrically energized on-off switching combinations of alphabetic or pictographic components arranged on a display surface. Illumination may be integral to the components, such as characterized by lamps or other light-emitting devices, or may be from an external light source designed to reflect off of the changeable component display. See also *Electronic message sign*.

Character means any symbol, mark, logo, or inscription.

Color means any distinct tint, hue or shade including white, black or gray.

Commercial mascot means humans or animals used as advertising devices for commercial establishments, typically by the holding of a separate sign or wearing of insignia, masks or

costumes associated with the commercial establishment. This definition includes sign twirlers, sign clowns, etc.

Commercial message means any sign wording, logo, or other representation or image that directly or indirectly names, advertises, or calls attention to a product, service, sale or sales event or other commercial activity.

Copy means the linguistic or graphic content of a sign.

Damaged sign means a sign missing more than ten percent of one or more sides of a sign face.

Decoration means any decoration visible from a public area that does not include lettering or text and is not displayed for commercial advertising.

Double-faced sign means a sign which has two display surfaces backed against the same background, one face of which is designed to be seen from one direction and the other from the opposite direction, every point on which face being either in contact with the other face or in contact with the same background.

Drive-in restaurant or refreshment stand means any place or premises where provision is made on the premises for the selling, dispensing, or serving of food, refreshments, or beverages in automobiles and/or in other than a completely enclosed building on the premises, including those establishments where customers may serve themselves and may eat or drink the food, refreshments, or beverages in automobiles on the premises and/or in other than a completely enclosed building on the premises. A restaurant which provides drive-in facilities of any kind in connection with regular restaurant activities shall be deemed a drive-in restaurant for purposes of these zoning regulations. A barbecue stand or pit having the characteristics noted in this definition shall be deemed a drive-in restaurant.

Drive-through lane sign means a sign oriented to vehicles utilizing a drive-through lane at an establishment.

Electronic message sign means an electronically activated changeable copy sign whose variable message capability can be electronically programmed.

Erect means to construct, build, raise, assemble, place, affix, attach, create, paint, draw, or in any way bring into being or establish: but it does not include any of the foregoing activities when performed as an incident to the change of advertising message or customary maintenance or repair of a sign.

Façade means the exterior wall of a building exposed to public view or that wall viewed by persons not within the building.

Feather sign or flutter sign means a sign extending in a sleeve-like fashion down a telescoping or fixed pole that is mounted in the ground or on a building or stand. A feather sign or flutter sign is usually shaped like a sail or feather, and attached to the pole support on one vertical side.

Fence means an artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

Fixed aerial advertising sign means any aerial advertising medium that is tethered to, or controlled from the ground.

Flag means a temporary sign consisting of a piece of cloth, fabric or other non-rigid material.

Flag pole means a pole on which to raise a flag. A flag pole is not a pole sign.

Flashing sign means any illuminated sign on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. For the purposes of this definition, any moving illuminated sign affected by intermittent lighting shall be deemed a flashing sign.

Foot-candle means a unit of measure of luminosity of a surface that is everywhere one foot from a uniform point source of light of one candle and equal to one lumen per square foot.

Footlambert means the centimeter gram second unit of brightness equal to the brightness of a perfectly diffused surface that radiates or reflects one lumen per square centimeter.

Free-standing (ground) sign means a detached sign which shall include any signs supported by uprights or braces placed upon or in or supported by the ground and not attached to any building. A free-standing (ground) sign may be a pole sign or a monument sign.

Frontage means that allowable sign area shall be measured according to the following standards:

(1) For single or two business establishment buildings fronting one public right-of-way, measurement shall be taken parallel to that property line abutting the right-of-way with perpendicular witness lines extending to the farthest distant corners of the structure when measuring building frontage or similarly to the farthest distant property corners when measuring lot frontage. Lot frontage shall not be used for the purposes of calculating sign area where two business establishments occupy one structure.

(2) For single and two business establishment buildings fronting on more than one public right-of-way, measurement shall be taken as per subsection (1) of this definition using that right-of-way for which the primary and foremost portion of each business establishment faces. Lot frontage shall not be used for the purposes of calculating sign area where two business establishments occupy one structure.

(3) For business establishments located within a shopping or business center other than an interior business establishment as defined in this section, measurement shall be taken parallel to and equal in length to a line connecting the farthest distant corners of the business establishment's primary and foremost direction of public access. Generally the primary and foremost direction of public access shall face the center's common parking facility or a public right-of-way.

Government sign or statutory sign shall mean any temporary or permanent sign erected by or on the order of a public official or quasi-public entity at the federal, state or local government level in the performance of any duty including, but not limited to, noncommercial signs identifying a government building, program or service (including bus or other public transit services), traffic control signs, street name signs, street address signs, warning signs, safety signs, informational signs, traffic or other directional signs, public notices of government events or actions, proposed changes of land use, any proposed rezoning, or any other government speech. This term includes signs erected on government property pursuant to lease, license, concession or similar agreements requiring or authorizing such signs.

Ground level means the average grade within a 25-foot radius of the sign base on a parcel of land, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating a sign. Ground level on marine docks or floating structures shall be the average grade of the landward portion of the adjoining parcel.

Holographic display sign means an advertising display that creates a three-dimensional image through projection, OLED (organic light emitting diode), or any similar technology.

Illuminated sign means any sign or portion thereof which is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light (including but not limited to plasma or laser), whether or not the source of light is directly affixed as part of the sign, and shall also include signs with reflectors that depend upon sunlight or automobile headlights for an image.

Indirectly illuminated sign means any sign, the facing of which reflects light from a source intentionally directed upon it.

Inflatable or balloon sign means a sign consisting of a flexible envelope of nonporous materials that gains its shape from inserted air or other gas.

Ingress and egress sign shall mean a sign at the entrance to or exit from a parcel necessary to provide directions for vehicular traffic and provide a warning for pedestrian and/or vehicular traffic safety.

Internally illuminated sign means any sign which has the source of light not visible to the eye and entirely enclosed within the sign.

Land means "land" including "water", "marsh" or "swamp."

LED sign means any sign or portion thereof that uses light emitting diode technology or other similar semiconductor technology to produce an illuminated image, picture, or message of any kind whether the image, picture, or message is moving or stationary. This type of sign includes any sign that uses LED technology of any kind whether conventional (using discrete LEDs), surface mounted (otherwise known as individually mounted LEDs), transmissive, organic light emitting diodes (OLED), light emitting polymer (LEP), organic electro luminescence (OEL), or any similar technology.

Location means a lot, premises, building, wall or any place whatsoever upon which a sign is located.

Lollipop sign means a sign which is attached to any pole(s) or stake(s) that is designed to be driven into the ground and which is not stabilized into the ground or affixed in place by any device other than the stake to which the sign is attached.

Machinery and equipment sign means any sign that is integral to the machinery or equipment and that identifies the manufacturer of the machinery or equipment that is placed on the machinery or equipment at the factory at the time of manufacture.

Maintenance, in the context of this chapter, means the repairing or repainting of a portion of a sign or sign structure, periodically changing changeable copy, or renewing copy, which has been made unusable by ordinary wear.

Marquee means any permanent wall or roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather. A Marquee is not an awning or canopy.

Marquee sign means any sign painted or printed onto or otherwise attached to a marquee.

Monopole means a vertical self-supporting structure, not guyed, made of spin-cast concrete, concrete, steel or similar material, presenting a solid appearance.

Monument sign means a type of freestanding sign that is not supported by a pole structure and is placed upon the ground independent of support from the face of a building and that is constructed of a solid material such as wood, masonry or high-density urethane.

Multi-prism or tri-vision sign means a sign made with a series of triangular sections that rotate and stop, or index, to show multiple images or messages in the same area at different times.

Mobile billboard advertising means any vehicle, or wheeled conveyance which carries, conveys, pulls, or transports any sign or billboard for the primary purpose of advertising.

Nonconforming sign means any sign that was validly installed under laws or ordinances in effect prior to the effective date of the LDC or subsequent amendments, but which is in conflict with the provisions of the LDC.

Nonconforming use means any use of a building or structure which, at the time of the commencement of the use, was a permitted use in the zoning district until the effective date of the LDC, but which does not, on the effective date of the LDC or amendment thereto, conform to any one of the current permitted uses of the zoning district in which it is located. Such nonconforming use may be referred to as a nonconformity.

Offsite/off-premises commercial advertising means a non-accessory billboard or sign which directs attention to a business, commodity, service, entertainment, or attraction that is sold, offered or existing elsewhere than upon the same lot where such sign is displayed.

Offsite/off-premises commercial sign means a non-accessory billboard or sign that displays offsite commercial advertising.

On-site sign means any commercial sign which directs attention to a commercial or industrial occupancy, establishment, commodity, good, product, service or other commercial or industrial activity conducted, sold or offered upon the site where the sign is maintained. The on-site/off-site distinction applies only to commercial message signs. For purposes of this chapter, all signs with noncommercial speech messages shall be deemed to be “on-site,” regardless of location.

Owner means any part or joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety with legal or beneficial title to whole or part of a building or land.

Pennant means any pieces or series of pieces of cloth, plastic, paper or other material attached in a row at only one or more edges, or by one or more corners (the remainder hanging loosely) to any wire, cord, string, rope, or similar device. The term includes, but is not limited to, string pennants, streamers, spinners, ribbons and tinsel.

Permanent interior sign means that if located on a window or within a distance equal to the greatest dimension of the window and if able to view from the exterior, it shall be considered an exterior sign for purposes of this chapter, excluding window sign allowance.

Permanent sign means any sign which is intended to be and is so constructed as to be of lasting and enduring condition, remaining unchanged in character, condition (beyond normal wear and tear) and position and in a permanent manner affixed to the ground, wall or building. Unless otherwise provided for herein, a sign other than a temporary sign shall be deemed a permanent sign unless otherwise indicated elsewhere in this chapter.

Person means any person, individual, public or private corporation, firm, association, joint venture, partnership, municipality, governmental agency, political subdivision, public officer or any other entity whatsoever or any combination of such, jointly or severally.

Pole sign means a permanent ground sign that is supported by one or more poles more than four feet in height and otherwise separated from the ground by air.

Portable sign means any sign, banner, or poster that is not permanently attached to the ground or to a structure that is attached to the ground or a sign capable of being transported, including, but not limited to, signs designed to be transported by means of wheels or carried by a person, and signs converted to an A-Frame sign or a T-frame sign. For purposes of this chapter, a cold air inflatable sign shall be considered to be a portable sign.

Projected light sign means a sign which is generated from a light source which projects a static or changeable image, text, logo or other image onto a building's surface.

Projecting sign means any sign affixed perpendicular, or at any angle to a building or wall in such a manner that its leading edge extends more than twelve (12) inches beyond the surface of such building or wall. Standard channel set letters on signs do not render a sign a projecting sign.

Property means the overall area represented by the outside boundaries of a parcel of land or development containing one or more business establishments and/or residential units.

Right-of-way means the area of a highway, road, street, way, parkway, electric transmission line, gas pipeline, water main, storm or sanitary sewer main, or other such strip of land reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain or any other legal means.

Roofline means either the edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette and, where a building has several roof levels, this roof or parapet shall be the one belonging to that portion of the building on whose wall the sign is located.

Roof sign means any sign which is mounted on the roof of a building or which extends above the top edge of the wall of a flat roofed building, the eave line of a building with a hip, gambrel, or gable roof.

Rotating sign (or revolving sign) means an animated sign that revolves or turns or has external sign elements that revolve or turn. Such sign may be power-driven or propelled by the force of wind or air.

Sandwich board sign means a portable, freestanding, movable and double-faced sign not exceeding thirty-two (32) inches wide and forty-eight (48) inches high.

Service island sign means a sign mounted permanently on, under, or otherwise mounted on a service island canopy.

Sign means any device, fixture, placard or structure, including its component parts, which draws attention to an object, product, place, activity, opinion, person, institution, organization, or place of business, or which identifies or promotes the interests of any person and which is to be viewed from any public street, road, highway, right-of-way or parking area. For the purposes of this chapter, the term Sign shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. In cases where matter is displayed in a random or unconnected manner without organized relationship of the components, each such component shall be considered to be a single sign. The term Sign for purposes of this chapter shall not include the following objects:

1. Decorative or structural architectural features of buildings (not including lettering, trademarks or moving parts);
2. Symbols of noncommercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently embedded or integrated into the structure of a permanent building which is otherwise legal;
3. Items or devices of personal apparel, decoration or appearance, including tattoos, makeup, costumes (but not including commercial mascots);
4. Manufacturers' or seller's marks on machinery or equipment visible from a public area;

5. The display or use of fire, fireworks or candles;
6. motor vehicle or vessel license plates or registration insignia;
7. Grave stones and cemetery markers visible from a public area;
8. Newsracks and newsstands;
9. Artwork that does not constitute advertising visible from a public area;
10. Decorations that do not constitute advertising visible from a public area;
11. Vending machines or express mail drop-off boxes visible from a public area.

Sign height means the vertical distance from the average finished grade of the ground below the sign excluding any filling, berming, mounding or excavating solely for the purposes of increasing the height of the sign, to the top edge of the highest portion of the sign. The base or structure erected to support or adorn a monument, pole or other freestanding sign is measured as part of the sign height.

Sign size means area of sign.

Sign structure means any structure which is designed specifically for the purposes of supporting a sign. This definition shall include decorative covers, braces, wires, supports, or components attached to or placed around the sign structure.

Snipe sign means a sign made of any material when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to or placed on public property such as but not limited to a public utility pole, a public street sign, a public utility box, a public fire hydrant, a public right-of way, public street furniture, or other public property; except for A-frame and T-frame signs that are temporarily placed on public property under such limitations and constraints as may be set forth in the Land Development Code.

Street means a right-of-way for vehicular traffic, designated as an alley, avenue, boulevard, court, drive, expressway, highway, lane, road, street, or thoroughfare (also referred to as roadway). A street may be dedicated to the public or maintained in private ownership, but open to the public.

Street address sign means any sign denoting the street address of the premises on which it is attached or located.

Structure means anything constructed, installed or portable, the use of which requires location on land. It includes a movable building which can be used for housing, business, commercial, agricultural or office purposes, either temporarily or permanently. It also includes roads, walkways, paths, fences, swimming pools, tennis courts, poles, tracks, pipelines, transmission lines, signs, cisterns, sheds, docks, sewage treatment plants and other accessory construction.

Substantial damage means damage to a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the damage occurred.

Temporary sign means a sign intended for a use not permanent in nature. Unless otherwise provided for in the LDC, a sign with an intended use for a period of time related to an event or occurrence at a future time shall be deemed a temporary sign. Such events could include, but are not limited to, scheduled community athletic or charity events, contractor notices of construction projects in progress, elections scheduled to occur in the future, or sales or leases of real property, goods or services by retailers, Realtors or individuals where same will be completed by some future date or upon the completion of the lease or sale. A flag shall be deemed a temporary sign. A sign advertising a reduced price or other promotional benefit associated with a product or service sold or offered on a parcel shall not constitute a temporary sign.

Traffic control device sign means any governmental/statutory sign located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard. A traffic control device sign includes those government signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information).

Trailer sign means any sign that is affixed to or placed on a trailer or other portable device that may be pulled by a vehicle.

Umbrella sign means a sign printed on umbrellas used for legal outdoor eating and drinking establishments, push-carts, sidewalk cafes and which is made of a lightweight fabric or similar material.

Unsafe sign means a sign posing an immediate peril or reasonably foreseeable threat of injury or damage to persons or property.

Vehicle sign means a sign which covers more than ten (10) square feet of the vehicle, which identifies a business, products, or services, and which is attached to, mounted, pasted, painted, or drawn on a motorized or drawn vehicle, and is parked and visible from the public right-of-way; unless said vehicle is used for transporting people or materials in the normal day to day operation of the business.

Wall wrap sign means a sign composed of fabric, plastic, vinyl, mylar or a similar material that drapes or hangs over the side of a building, wall or window.

Wall sign means any sign attached parallel to, but within twelve (12) inches of a wall; painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

Warning sign or safety sign means a sign which provides warning of a dangerous condition or situation that might not be readily apparent or that poses a threat of serious injury (e.g., gas line, high voltage, condemned building, etc.) or that provides warning of a violation of law (e.g., no trespassing, no hunting allowed, etc.).

Wayfinding/directional sign means a non-commercial sign, which may or may not be a governmental/statutory sign, that shows route designations, destinations, directions, distances, services, points of interest, or other geographical, recreational, or cultural information for the aid of the traveling public, for facilitating a safe and orderly traffic flow and preventing sudden stops.

Wind sign means a sign which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, and shall include, pennants, ribbons, spinners, streamers or captive balloons, however, the term wind sign shall not include flags.

Window means a panel of transparent material surrounded by a framing structure and placed into the construction material comprising a building façade.

Window or door sign, permanent means any sign visible from the exterior of a building or structure which is painted, attached, glued, or otherwise affixed to a window or door.

Sec. 16-701. – Purpose and scope of article.

In order to preserve the town as a community in which people wish to, live, visit, vacation, work, invest in, and retire, the town must maintain a visually aesthetic and safe environment. The regulation of signs within the town is an effective means by which to achieve this desired end. These sign regulations are prepared with the intent of promoting the public health, safety and general welfare in the town through a comprehensive system of reasonable, consistent, and nondiscriminatory sign standards and requirements. This article regulates signs which are placed on private property, or on property owned by public agencies including the town, and over which the town has zoning authority. These sign regulations are intended to:

- a. Encourage the effective use of signs as a means of communication in the town;
- b. Maintain and enhance the aesthetic environment and the town's ability to attract sources of economic development and growth;
- c. Improve pedestrian and traffic safety;
- d. Minimize the possible adverse effect of signs on nearby public and private property;
- e. Foster the integration of signage with architectural and landscape designs;
- f. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;
- g. Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- h. Encourage and allow signs that are appropriate to the zoning district in which they are located and consistent with the category of use and function to which they pertain;

- i. Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;
- j. Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains;
- k. Categorize signs based upon their structures and tailor the regulation of signs based upon those structures;
- l. Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
- m. Regulate signs in a manner so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians;
- n. Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- o. Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the town;
- p. Allow for traffic control devices consistent with national standards and whose purpose is to promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
- q. Protect property values by precluding, to the maximum extent possible, sign-types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
- r. Protect property values by ensuring that sign-types, as well as the number of signs, are in harmony with buildings, neighborhoods, and conforming signs in the area;
- s. Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the town and that complements the natural surroundings in recognition of the town's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its residential and agricultural communities;
- t. Enable the fair and consistent enforcement of these sign regulations;
- u. To promote the use of signs that positively contribute to the aesthetics of the community, are appropriate in scale to the surrounding buildings and landscape, and to advance the town's goals of quality development;
- v. To provide standards regarding the non-communicative aspects of signs, which are consistent with applicable provisions of town, county, state and federal law;

w. To provide flexibility and encourage variety in signage, and create an incentive to relate signage to the basic principles of good design; and

x. Assure that the benefits derived from the expenditure of public funds for the improvement and beautification of streets, sidewalks, public parks, public rights-of-way, and other public places and spaces, are protected by exercising reasonable controls over the physical characteristics and structural design of signs.

Sec. 16-701. – Regulatory interpretations.

It is the town's policy to regulate signs in a constitutional manner, which is content neutral as to noncommercial signs and viewpoint neutral as to commercial signs. All regulatory interpretations of this article are to be exercised in light of the town's message neutrality policy. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this article, or whenever a sign does not qualify as a "structure" as defined in the Florida Building Code or the town code, then the town shall approve, conditionally approve, or disapprove the application based on the most similar sign type that is expressly regulated by this article. All rules and regulations concerning the non-communicative aspects of signs, such as location, size, height, illumination, spacing, orientation, etc., stand enforceable independently of any permit or approval process. The policies, rules and regulations stated in this chapter apply to all signs within the regulatory scope of this code, and to all provisions of this code, notwithstanding any more specific provisions to the contrary. This article states the policy decisions regarding display of signs, made by the town council after carefully balancing many competing factors and interests. This article consolidates all general provisions relating to the installation, regulation and amortization of signs on private property throughout the town. The town further makes the following findings:

a. The town council specifically finds that off-premises advertising signs present more of a traffic hazard than on-premises advertising signs because, among other factors, the content of off-premises advertising signs changes with more frequency than the content of on-premises advertising signs.

b. The town council finds and intends that noncommercial signs shall be considered to be on-premises signs.

c. The town council further finds that some signs, particularly large signs such as billboards, detract from the aesthetic beauty of the town and create a safety hazard by distracting motorists, pedestrians, and others. The town council wishes to preserve the aesthetic beauty and safety of the community.

d. The town council further finds that when a sign type is neither expressly allowed nor prohibited by this article, or whenever a sign does not qualify as a "structure" as defined in the Florida Building Code or the town code, then the town shall approve, conditionally approve, or disapprove the application based on the most similar sign type that is expressly regulated by this article.

e. The town council further finds that all rules and regulations concerning the non-communicative aspects of signs, such as location, size, height, illumination, spacing, orientation, etc., shall be enforceable independently of any permit or approval process.

f. The town council further specifically finds that the policies, rules and regulations stated in this article apply to all signs within the regulatory scope of this article, and to all provisions of the land development code, notwithstanding any more specific provisions therein to the contrary. This article states the policy decisions regarding display of signs, made by the town council after carefully balancing many competing factors and interests. This article consolidates all general provisions relating to the installation, regulation and amortization of signs on all property throughout the town.

g. The town council finds and intends that the maximum height and size for structures and any setback provisions found in the land development code shall apply to signs in the town even if the provisions of this article cannot apply due to any valid court order.

Sec. 16-702. – Prohibited signs.

Unless otherwise authorized in this article, the following sign types are prohibited within the town:

a. Signs that are deemed abandoned under this article, or that do not conform with the provisions of this section or any other applicable code, statute or law, shall be removed by the property owner within 30 days after receipt of notification (which will immediately follow the 90-day abandonment period described this article or refusal to accept delivery of notification by certified mail, that such removal is required). Alternatively, the sign panels within the abandoned sign structure may be removed and replaced with sign panels or durable material off-white white or tan in color and containing no message.

b. Bench/bus shelter advertising signs.

c. Billboards.

d. Wall wrap signs.

e. Electronic changeable copy/message sign.

f. Snipe signs.

g. Any sign nailed, fastened, affixed to, hanging from, or painted on any tree or other vegetation, or part thereof (living or dead).

h. Flashing signs.

i. Animated signs.

j. Revolving or rotating signs.

k Signs which move, twirl or swing, including multi-prism and tri-vision signs.

l. Electronic signs other than traffic control devices.

m. Beacon lights.

n. Wind signs.

o. Pennant signs.

p. Signs that obstruct, conceal, hide, or otherwise obscure from view any official traffic or other government sign, signal, or device.

q. Offsite/off-premises commercial signs.

r. Any sign in or over the public right-of-way, other than government signs or warning or safety signs.

s. Pavement markings, except official traffic control-markings and street addresses applied by government agencies or pursuant to government laws or regulations.

t. Signs attached to piers, docks, tie poles or seawalls, other than government signs, warning or safety signs or signs otherwise required by local, state or federal law.

u. Signs in or upon any river, bay, lake, or other body of water within the limits of the Town, other than government signs, warning or safety signs or signs otherwise required by local, state or federal law.

v. Portable signs.

w. Roof signs.

x. Umbrella signs.

y. Projecting signs.

z. Any sign which is designed to approximate, mimic or emulate an official government sign, including unofficial "stop" signs posted on or above any street or right-of-way, or within fifty feet thereof.

aa. Any sign prohibited by state or federal law.

bb. Signs that emit sound, vapor, smoke, odor, particles, flame or gas with the exception that signs emitting audible sound erected to accomplish compliance with the Americans with Disabilities Act shall be authorized.

cc. Signs that contain any food or other substance that attracts large numbers of birds or other animals and causes them to congregate on or near the sign.

dd. Signs that are not effectively shielded as to prevent beams or rays of light from being directed at any portion of the traveled public rights-of-way thereby creating a potential traffic or pedestrian hazard or a nuisance to inhabitants of an adjacent neighborhood. No sign shall be so illuminated that it interferes with the effectiveness of, or obscures an official traffic sign, device, or signal.

ee. Commercial Mascots and Commercial Message signs that are carried, waved or otherwise displayed by persons either on public rights-of-way or in a manner visible from public rights-of-way. This provision is directed toward such displays intended to draw attention for a commercial purpose, and is not intended to limit the display of placards, banners, flags or other signage by persons participating in demonstrations, political rallies, or otherwise exercising their valid First Amendment rights.

ff. Vehicle signs visible from a street or right-of-way within one hundred (100) feet of the vehicle and where the vehicle is parked for more than two (2) consecutive hours in any twenty-four (24) hour period within one hundred (100) feet of said street or right-of-way.

gg. Mobile Billboard Advertising and trailer signs.

hh. Any sign located on real property without the permission of its owner.

ii. Any feather or flutter sign.

jj. Obscene signs that meet the definition of obscenity under Florida Statutes § 847.001 et seq., as amended.

kk. Marquee signs.

ll. Projected light signs.

mm. Inflatable or balloon signs.

nn. Advertising vessels within the jurisdictional waters of the town.

Sec. 16-703. – Applicability.

This article does not regulate:

a. Signs located entirely inside the premises of a building enclosed space, and that are not visible from the right-of-way or public parking lot.

b. Objects not included in the definition of “sign”.

c. Any government sign placed by or at the direction of or through the permission of the town in, on or over any town or county owned or controlled property or right-of-way, including signs approved by the town under the authority of a development or concession agreement, or an event co-sponsorship agreement with the town.

Sec. 16-704. – Administration and enforcement: nonconforming signs

All signs that are lawfully in existence or are lawfully erected and that do not conform to the provisions of this article are declared nonconforming signs. It is the intent of this article to recognize that the eventual elimination of nonconforming signs as expeditiously and fairly as

possible is as much a subject of health, safety, and welfare as is the prohibition of new signs that would violate the provisions of this article. It is also the intent of this article that any elimination of nonconforming signs shall be accomplished so as to avoid any unreasonable invasion of established property rights.

a. Legal nonconforming signs:

1. A legal nonconforming sign is a sign that lawfully existed at the time of the enactment of this article that does not conform to the regulations as specified in this article.

2. A legal nonconforming sign may continue to be utilized only in the manner and to the extent that it existed at the time of the adoption of this article or any amendment thereof.

3. A legal nonconforming sign may not be altered in any manner not in conformance with this article. This does not apply to reasonable repair and maintenance of the sign or to a change of copy provided that by changing the copy structural alterations are not required.

4. Any building permit for an addition, alteration, or improvement valued at more than fifty (50) percent of the fair market value of the structure or building for work at locations where any nonconforming sign exists shall specify and require that such nonconforming signs located within the boundaries of the development site, and within the limits of the applicant's control, shall be brought into conformance with the provisions of this article, provided that if the nonconforming sign is a type of sign that is prohibited under this article, it shall be removed.

5. Legal nonconforming signs that are located on a parcel of property that is severed from a larger parcel of property and acquired by a public entity for public use by condemnation, purchase or dedication may be relocated on the remaining parcel without extinguishing the legal nonconforming status of that sign provided that the nonconforming sign:

A. Is not increased in area or height to exceed the limits of the zoning district in which it is located;

B. Remains structurally unchanged except for reasonable repairs or alterations;

C. Is placed in the most similar position on the remaining property that it occupied prior to the relocation; and

D. Is relocated in such a manner as to comply with all applicable safety requirements.

After relocation pursuant to this subsection, the legal nonconforming sign shall be subject to all provisions of this section in its new location.

b. Signs rendered nonconforming:

1. Except as provided in this section, a nonconforming sign may continue in the manner and to the extent that it existed at the time of the adoption, amendment or annexation of the provision that rendered the sign nonconforming, including in the event there is a change in ownership. This section shall not prohibit reasonable repairs and alterations to nonconforming signs.
2. A nonconforming sign shall not be re-erected, relocated or replaced unless it is brought into compliance with the requirements of this article. An existing monument sign that conforms to the size and height limitations set forth herein, but is otherwise nonconforming, may be relocated a single time to another location on the same parcel.
3. Any nonconforming sign shall be removed or rebuilt in full conformity to the terms of this article if it is damaged or allowed to deteriorate to such an extent that the cost of repair or restoration is fifty (50) percent or more of the cost of replacement of such sign.

c. Signs for a legal nonconforming use:

1. New or additional signs for a nonconforming use shall not be permitted. A change in ownership shall require a nonconforming sign to be removed or brought into conformity.
2. A nonconforming sign for a nonconforming use that ceases to be used for a period of sixty (60) consecutive days or is replaced by a conforming use, shall be considered a prohibited sign and shall be removed or brought into conformance upon establishment of a conforming use.

d. Signs discontinued:

1. Sign structures that remain vacant, unoccupied or devoid of any message, or display a message pertaining to a time, event or purpose that no longer applies shall be deemed to be discontinued.
2. A nonconforming sign deemed discontinued shall immediately terminate the right to maintain such sign.
3. Within sixty (60) days after a sign structure has been discontinued, it shall be the responsibility of the property owner or the property owner's authorized agent to remove the discontinued sign and to patch and conceal any and all damage to any other structure resulting from removal of the sign.
4. Removal of a discontinued nonconforming sign shall include all sign support components, angle irons, poles, and other remnants of the discontinued sign that

are not currently in use, or proposed for immediate reuse as evidenced by a sign permit application for a permitted sign.

e. Unsafe signs:

1. If the building official determines any sign or sign structure to be in an unsafe condition, he/she shall immediately notify, in writing, the owner of such sign who shall correct such condition within forty-eight (48) hours.

2. If the correction has not been made within forty-eight (48) hours, the building official may have the sign removed if it creates a danger to the public safety or have any necessary repairs or maintenance performed at the expense of the sign owner or owner or lessee of the property upon which the sign is located.

Sec. 16-705. – Administration and enforcement: permits and fees.

a. Generally. Signs subject to this article shall be designed, constructed, and maintained in compliance with the town's building, electrical, maintenance, and all other applicable codes and ordinances and in compliance with all applicable state and federal law, codes and regulations.

b. Permit requirements. Unless exempted by this article, no sign shall be erected, constructed, altered or relocated without a permit issued, except as otherwise provided in this article. Where electrical permits are required, they shall be obtained at the same time as the sign permit. Sign permits shall be obtained separate from building permits. The requirement of a building or electrical permit is separate and independent of the requirement for a sign permit under this article. No sign shall be erected, constructed, relocated, altered or maintained without compliance with all permit requirements under local ordinance, state or other applicable law.

c. Fees. Each application for a sign permit shall be accompanied by the applicable fees. When a sign has been erected or constructed before a permit is obtained, the permit fee shall be quadrupled. Before issuance of a permit, the building official shall collect the necessary sign permit fees, which shall be established by resolution by the town council from time to time.

d. Signage plan. For any site on which the owner proposes to erect one or more signs requiring a permit the owner, or representative, shall submit to the building official or designee two copies of a signage plan containing the following:

1. An accurate plan of the site, at such scale as the building official or designee may reasonably require;
2. Location of buildings, parking lots, driveways, and landscaped areas on such site;
3. Computation of the maximum total sign area, the maximum area for individual signs, the height of signs and the number of freestanding signs allowed on the site under this article;

4. An accurate indication on the plan of the proposed location of each present and future sign of any type, whether requiring a permit or not;
 5. Detailed drawings to show the dimensions, design, structure and location of each particular sign (when depicting the design of the sign it is not necessary to show the content of the sign as the sign reviewer is prohibited from taking this factor into consideration);
 6. Name of person, firm, corporation or association erecting the sign;
 7. Written consent to the permit application, by the owner, or authorized designee, of the building or lot on which the sign is to be erected. Consent of an authorized agent of an owner, contractor or other agent of the lessee shall be sufficient for purposes of this provision; and
 8. Such other information as the building official shall require to show full compliance with this article and all other applicable laws. As part of the application the applicant or the applicant's authorized representative must certify in a legally sufficient notarized signed statement that all information provided in the application is true and correct.
- e. Nullification. A sign permit shall become null and void if the work for which the permit was issued has not been completed within a period of six months after the date of the permit. If the sign is an integral part of a new building structure, then the permit shall be valid until completion of the building.
- f. Permit exceptions. The following operations shall not be considered as creating a sign and, therefore, shall not require a sign permit:
1. Replacing. The changing of the advertising copy or message on a previously permitted similarly approved sign which is specifically designed for the use of replaceable copy.
 2. Maintenance. Painting, repainting, cleaning and other normal maintenance and repair of a sign structure unless a structural change is made.

Sec. 16-706. – Inspection; Removal; Safety.

- a. Inspection. Signs for which a permit is required under this article may be inspected periodically by the building official for compliance with this article, other codes of the town, and all terms upon which the sign permit may have been conditioned.
- b. Maintenance. All signs and components thereof shall be kept in good repair and in a safe, neat, clean and attractive condition with no fading, cracking or chipping visible. No consideration, however, shall be given to the content of the sign copy when making the determination that the sign should be removed due to a violation of this subsection.
- c. Removal of sign. The building official, or designee, may order the removal of any sign erected or maintained in violation of this article, or that are declared a nuisance either by court order or under the provisions of the town code. In non-emergency situations where the sign is not an

imminent danger to the health and safety of the residents of the town, he or she shall give 30 days' notice in writing to the owner of such sign, at the address reflected on the Polk County Property Appraiser's website. If the sign is not removed within the 30-day notice period, the town shall cause the sign to be removed at the cost of the owner. Removal shall not moot any other enforcement or collection efforts the town may engage in as a result of any violation of this article.

d. *Unsafe Sign.* Absent an emergency where a sign poses an imminent danger to the health or safety of the public (in which case no notice is needed), if the building official determines any sign or sign structure to be in an unsafe condition, he or she shall immediately notify, in writing, the owner or lessee of the property upon which such sign is located, who shall correct such condition within forty-eight (48) hours. If the correction has not been made within forty-eight (48) hours, and if the building official determines it creates a danger to the public safety, he or she may have the sign removed or have any necessary repairs or maintenance performed at the expense of the owner or lessee of the property upon which the sign is located. If in his or her professional opinion the sign poses an immediate risk to the public, the town may take all other necessary steps to remedy the condition following a reasonable attempt to notify the owner of the hazardous condition.

e. *Abandoned signs.* Any sign that advertises a business or other activity that is not in operation on the premises shall be deemed an abandoned sign beginning 90 days after the business or other activity ceases operation. The following regulations shall apply to such signs:

1. A sign shall be removed by the owner or lessee of the premises upon which the sign is located when the business establishment which it advertises is no longer conducted on the premises or the sign no longer is being used by the owner or lessee of the premises for its intended advertising purposes for a period in excess of 90 days;

2. Instead of removal, if the sign is a conforming sign, the owner or lessee of the premises may:

(a) Paint over the message on the sign that advertises the business or other activity;

(b) Remove the sign face and replace it with a blank sign face; or

(c) Reverse the sign face and not illuminate the sign from the interior;

3. If the owner or lessee fails to remove it, the building official, or designee, shall give the owner 30 days' written notice to remove it;

4. Upon failure to comply with this notice, or refusal to accept delivery of notification by certified mail that such removal is required, the building official, or designee, may authorize modification, as set forth in this subsection, or removal of the sign at cost to the owner;

5. Where a successor owner or lessee to a defunct business establishment agrees to maintain the conforming sign at issue as provided in this article, this removal requirement shall not apply; however, a new owner or lessee of a business establishment shall not be allowed to maintain a nonconforming sign, and upon change of ownership of the business

establishment, either by sale, assignment, lease or other means of transfer of rights, all signs shall be brought into compliance with this article; and

6. If an existing building or structure is demolished, any existing freestanding sign shall be considered either an abandoned sign or an impermissible off premises sign and shall be removed at the time of demolition unless the sign complies with the requirements of this article. In the event destruction of a building or structure is caused by hurricane, collision with a vehicle or similar reason not attributable to the owner, the building official is authorized to approve of a reconstruction plan which, if complied with, will not result in the sign being deemed abandoned or an impermissible off premises sign.

Sec. 16-707. – Building official to enforce article’s provisions.

The building official, or designee, is authorized and directed to enforce all of the provisions of this article. However, notwithstanding anything in this article to the contrary, no sign or sign structure shall be subject to any limitation based on the content or viewpoint of the message contained on such sign or displayed on such sign structure. In conformance with applicable state and federal laws, and upon presentation of proper credentials, the building official, or designee, may enter at reasonable times any building, structure or premises in the town to perform any duty imposed upon him or her by this article.

Sec. 16-708. – Interpretation of article provisions.

Where there is an ambiguity or dispute concerning the interpretation of this article, the decision of the building official, or designee, shall prevail, subject to appeal process provided in this article.

Sec. 16-709. – Right of appeal.

a. As provided for in § 16-405 of this code, any person aggrieved by any decision or order of the building official, or designee, pertaining to signs under this article may appeal to the board of zoning adjustment (the board) by **serving written notice submitting an application and any necessary fees to the town clerk**, who in turn shall immediately transmit the notice to the board. If an administrative appeal is filed by the applicant, and the board fails to meet within 45 days, the appeal will be deemed denied and the decision or order of the building official, or designee, will be deemed final. Once a decision is appealed to the board, the building official, or designee, shall take no further action on the matter pending the board’s decision, except for unsafe signs as provided for in this article. With respect to sign appeals, the board shall hear and decide appeals where it is alleged that there is an error in the decision or interpretation of the building official, or designee, in the enforcement of this article. Such determination shall be conclusive and no right of appeal to the town council with respect to such action shall exist. Any granting or denial of conditional uses or variances by the board shall be final.

b. Any aggrieved person must file her, his or its petition for writ of certiorari seeking review of any adverse decision or action as provided for above within twenty (20) calendar days of the date the decision was made, or the action was taken. The petition shall be processed in the manner set forth by the Florida Rules of Appellate Procedure for reviews of final quasi-judicial actions.

Sec. 16-710. – Variances.

Notwithstanding any other provision of this code, the only variance that may be applied for from the board of zoning adjustment in connection with signage in the town is a variance from required setbacks.

Sec. 16-711. – Inspection.

The building official, or designee, may make or require any inspections to ascertain compliance with the provisions of this article, the Florida Building Code and other applicable laws. To the extent Florida Statutes § 933.20 *et seq.* requires it, the building official shall work with the town attorney to ensure a proper inspection warrant is obtained.

Sec. 16-712. – Revocation of sign permit.

If the building official finds that work under any sign permit is proceeding in violation of this article, Florida Building Code, any other ordinance of the town, or that there has been any false statement or misrepresentation of a material fact in the application or plans on which the permit was based, the permit holder shall be notified of the violation. If the permit holder fails or refuses to make corrections within ten days, it shall be the duty of the building official, or designee, to revoke such permit and provide written notice of same to such permit holder. It shall be unlawful for any person to proceed with any work under the permit after such notice is issued.

Sec. 16-713. – Sign illumination.

The following standards apply to illumination of signs:

a. Sign illumination may not create a nuisance to residential areas or for wildlife and shall be compatible with the surrounding neighborhood.

b. *Residential Signs.* Signs on residential uses in any zone shall not be illuminated.

c. *General Rule for All Nonresidential Uses.* Other than signs on residential uses, all other signs may be non-illuminated, or illuminated by internal, internal indirect (halo) illumination, or lit by external indirect illumination, unless otherwise specified. Signs may not be illuminated in a manner which leaves the illumination device exposed to public view except with the use of neon tubing as provided in subsection (h) below.

d. *Internal Illumination.* Outdoor, internally illuminated signs, including but not limited to awning/canopy signs, cabinet signs (whether freestanding or building mounted), changeable copy panels or service island signs, shall be constructed with an opaque background and translucent letters or other graphical elements, or with a colored background and lighter letters or graphics.

e. *External Indirect Illumination.* Externally lit signs are permitted to be illuminated only with steady, stationary, **down directed** and shielded light sources directed solely onto the sign. Light bulbs or tubes (excluding neon) used for illuminating a sign shall not be visible from the adjacent public rights-of-way or residential zoned or used properties.

f. *Illumination of Signs Adjacent to Single-Family Uses.* No sign located within 50 feet of a property with a single-family use or zoned for a single-family use shall be internally or externally illuminated.

g. Any portion of the sign face or sign structure that is illuminated shall count against the total square footage of allowable sign area.

h. *Exposed Neon.* Exposed neon tube illumination is not permitted in residential zones, or on residential uses in any zone. It is allowed in all other places, unless otherwise specified.

i. Illuminated signs of any kind are specifically prohibited in zoning districts [whatever the town wants, if any], without exception.

Sec. 16-714. – Sign construction specifications.

The following standards apply to sign construction within the town:

a. Construction and erection of signs shall be in accordance with Florida Building Code.

b. *Materials.* Paper or cardboard signs and cloth or plastic fabric banners may only be used in conjunction with a special event or temporary outside sale and display as provided herein.

c. *Construction standards.* All signs shall be installed and constructed in a professional and workmanlike manner and shall be maintained in good and safe structural condition and good physical appearance. All exposed structural components shall be painted, coated or made of rust or wood rot inhibitive material.

Sec. 16-715. – Design requirements.

All permanent signs shall be compatible with the building(s) to which they relate and with the surrounding neighborhood. All signs except temporary signs shall be subject to the design requirements below:

- a. The materials, finishes and colors of the freestanding monument sign base shall match the architectural design of the building. In lieu of a monument base, any combination of landscaping of sufficient density and maturity at the time of planting may be used to achieve the same opacity as would have been achieved with the monument base.
- b. All tenant panels in any freestanding signs, including those added to existing sign structures, shall be constructed of the same materials and illuminated by the same method. Panels added to existing signs shall match the existing panels with respect to their color, materials, font size and illumination.
- c. All freestanding monument signs shall be landscaped around the base of the sign structure. Landscaping (e.g. ornamental trees, shrubs, and ornamental plants) shall meet the requirements for landscaping as prescribed in this article.
- d. Wall signs shall not be installed in a manner that detracts from the architectural design of a building. Wall signs shall not be installed over windows, doors, or other types of fenestration. These signs shall be compatible with the building(s) to which they relate and with the surrounding neighborhood.

Sec. 16-716. – General sign provisions.

The following regulations apply to all signs in all zones in the town:

- a. No sign may be displayed without the consent of the legal owner of the real or personal property on which the sign is mounted or displayed.
- b. This article does not modify or affect the law of fixtures, sign-related provisions in private leases regarding signs (so long as they are not in conflict with this article), or the ownership of sign structures.
- c. Any sign installed or placed on public right-of-way or on public property, except in conformance with the requirements of this article, is illegal and shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the town shall have the right to recover from the owner or person placing such sign the cost of removal and disposal of such sign. There shall be no property right in such sign; all property rights are forfeit and such signs are abandoned property. Such signs may, at the town's option, also be treated as litter with persons responsible for the placement of such signs subject to the provisions of Florida Statutes § 403.413.
- d. No sign shall be erected so as to obstruct any fire escape, required exit, window, or door opening intended as a means of egress.
- e. No sign shall be erected which interferes with any opening required for ventilation.
- f. Signs shall maintain a minimum of six feet horizontal and twelve feet vertical clearance from electrical conductors and from all communications equipment or lines.

- g. Signs and their supporting structures shall maintain clearance and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Placement shall not interfere with natural or artificial drainage or surface or underground water.
- h. No sign shall be attached to a standpipe, gutter, drain, or fire escape, nor shall any sign be installed so as to impair access to a roof.
- i. The building official may order the repair of signs declared a nuisance. A sign not kept in good repair and in a neat and clean appearance is a public nuisance.
- j. The visual clearance and sight triangle, to assure adequate sight distance at the intersection of two public roadways and at the intersection of a public roadway or other private roadway and an access way or driveway, shall follow the criteria of the current Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways or its equivalent amended document.
- k. In order to assist public safety and emergency service vehicles to rapidly locate addresses and to assist the traveling public to locate specific addresses, residential and nonresidential structures shall conform to all applicable town or county codes mandating address displays.
- l. Signs shall not be located on publicly owned land or easements or inside the street rights-of-way except bus stop informational signs, governmental signs, and safety or warning signs, or as otherwise allowed by license agreement approved by the town council. Nothing shall prohibit a duly authorized local official from removing a sign from public property as allowed by law.
- m. Nothing in this division shall be construed to prevent or limit the display of legal notices, warnings, informational, direction, traffic, or other such signs which are legally required or necessary for the essential functions of government agencies.
- n. All signs shall comply with the applicable building and electrical code requirements. Sign face replacements not requiring a permit shall comply with all applicable building and electrical code requirements, this includes sign face replacements when the permitted sign is not structurally or electronically altered, like materials are used, the sign face is the same size within the frame as the permitted sign, and is installed in the same manner as originally permitted.
- o. Signs of a height greater than six feet and within ten feet of the right-of-way shall require a letter of no objection from the local power company to insure current and future compliance to applicable codes and to protect the safety of the public.
- p. If no height or size restriction is specifically provided regarding any sign located in the town the height and size restrictions for a structure in the zone in which the sign is located will govern.

q. Pursuant to Florida Statutes § 553.79(20)(a), all signage advertising the retail price of gasoline shall be clearly visible and legible to drivers of approaching motor vehicles from a vantage point on any lane of traffic in either direction on a roadway abutting the station premises and shall meet the height, width, and spacing standards for Series C, D, or E signs, as applicable, published in the latest edition of Standard Alphabets for Highway Signs published by the United States Department of Commerce, Bureau of Public Roads, Office of Highway Safety.

r. In any zone where both residential and nonresidential uses are allowed, the signage rights and responsibilities applicable to any particular use shall be determined as follows:

1. Residential uses shall be treated as if they were located in the residential zoning district where that type of use would be allowed as a matter of right.
2. Nonresidential uses shall be treated as if they were located in a zoning district where that particular use would be allowed, either as a matter of right or subject to a conditional use permit.

Sec. 16-717. – Temporary sign installation and removal.

a. *General rule concerning temporary signs.* Unless otherwise provided for in this article, temporary signs shall not be erected for more than 100 days prior to the event being advertised on the temporary sign begins, and they shall be removed promptly at the event's conclusion. Temporary signs not advertising an event to occur on a specific date but which are related to the occurrence of an expected future event or transaction, including but not limited to temporary real estate for sale signs, shall not be subject to the one hundred (100) day provision of this subsection, but such signs shall also be removed promptly upon the earliest of the occurrence of the event or transaction, or the expiration of the listing or other similar change in facts eliminating the opportunity of the future event or transaction from occurring.

b. *Usage and removal of political campaign advertisements.* Temporary signs erected by a candidate for political office, or that candidate's agent(s), may not erect such signs earlier than thirty (30) calendar days before the scheduled election (as to candidates for town mayor or commissioner), or sixty (60) days before the scheduled election (as to candidates for all other political offices). Pursuant to Florida Statutes § 106.1435, each candidate, whether for a federal, state, county, municipal or district office, shall make a good faith effort to remove all of his or her political campaign advertisements within 30 days (or as to candidates for town office, 72 hours) after:

1. Withdrawal of his or her candidacy;
2. Having been eliminated as a candidate; or
3. Being elected to office.

However, a candidate is not expected to remove those political campaign advertisements which are in the form of signs used by an outdoor advertising business as provided in Florida Statutes Chapter 479. The provisions herein do not apply to political campaign advertisements placed on motor vehicles or to campaign messages designed to be worn by persons. If political campaign advertisements are not removed within the specified period, the town shall have the authority to remove such advertisements and may charge the candidate the actual cost for such removal. Funds collected for removing such advertisements shall be deposited to the general revenue of the Town.

Sec. 16-718. – Placement, size and configuration of large sign types.

The following general provisions apply to signs and sign types described in this article, except where otherwise noted in this division.

- a. Permanent monument signs may be placed on the owner's private property up to the right-of-way line in recognition of this sign type's aesthetic desirability to the Town. The setback shall be measured from the nearest protrusion of the sign or sign face to the property line.
- b. All new freestanding signs must be monument signs or pole signs.
- c. Permanent freestanding monument signs requiring a sign permit must be landscaped at their base. The landscaped area shall have a minimum area of two (2) square feet for each linear foot of sign face width and shall otherwise comply with the landscaping requirements of the town code.
- d. No business shall have more than one exterior wall sign on any street it faces; or one sign per window. Permanent window signs shall not cover more than 50% of any window and shall comply with all fire safety codes. Wall signs may not project more than twelve (12) inches from a wall. Any wall sign that projects more than two and one-half (2.5) inches from a wall shall be mounted so that the bottom of the sign is no closer than nine (9) feet to the ground at the finished grade immediately below the sign.
- e. Off-site permanent monument neighborhood directional signs, where permitted, shall be located at the corner of the intersection of two streets, one of which is the primary ingress and egress to the neighborhood. The monument sign must be located on private property within the neighborhood associated with the sign. The monument sign shall not exceed twenty-four (24) square feet per sign face and shall not exceed six (6) feet in height. One double-sided sign or two single-sided signs may be placed at each entrance. The monument sign shall be set back a minimum of thirty (30) feet from the intersection of the right-of-way lines and fifteen (15) feet from all front and side right-of-way lines.

Sec. 16-719. – Signs allowed in all districts, no permit required.

The regulations in this section apply in every zoning district in the town, except where otherwise specified or indicated. Sign permits are not required for signs and sign types described and identified below in this section.

a. *Temporary signs.* Temporary signs shall be allowed on each parcel within the town as follows:

1. In residential zones, each parcel may display up to four temporary signs which shall not exceed four (4) square feet in sign area, and four (4) feet in height.
2. In all non-residential zones, each parcel may display one temporary sign which shall not exceed twenty-four (24) square feet in sign area and six (6) feet in height. Alternatively, each parcel in a non-residential zone may display up to eight (8) temporary signs, which cumulatively shall not exceed twenty-four (24) square feet in sign area and four (4) feet in height.
3. Temporary signs displayed outdoors shall be constructed of metal, plastic, wood or pressed wood, but not of cardboard or paper, and shall be fastened to a temporary support not exceeding four (4) inches by four (4) inches. Temporary window signs displayed on the inside of a window may be constructed of cardboard or paper, as well as metal, plastic, wood or pressed wood.
4. Temporary signs may be installed on any sign type authorized within the relevant zone. Alternatively, a temporary sign may be installed using an H frame, spider step stake, inverted L frame, banjo-style frame, or T frame. Any such alternative installation option used must be firmly secured to the ground or to a building located on the parcel.
5. Temporary signs not affixed to a permanent sign structure, but using one of the alternative installation options listed above, must be removed and securely stored during any days for which the National Weather Service has issued a tropical storm warning covering the town.

b. *Flags.*

1. For each detached dwelling unit in a residential district, two flags not greater than fifteen (15) square feet in sign area each may be displayed. One (1) flagpole is allowed for each parcel in the town zoned for single family residential use not to exceed 25 feet in height.
2. For each parcel in a multi-family residential or non-residential districts three flags not greater than twenty-four (24) square feet in sign area (each) may be displayed. Two (2) flagpoles are allowed for each parcel in the town that is zones for multi-family residential or non-residential use not to exceed 35 feet in height.

c. *Parking space signs, non-residential.* Onsite parking space number or identification signs, not exceeding one two (2) square foot of sign face per sign, shall be allowed on each parcel of non-residential use having multiple parking spaces onsite. One such sign shall be

allowed for each parking space. The maximum height for a freestanding or attached wall sign shall be six (6) feet unless otherwise required by applicable law.

d. *Street address signs and residential mailboxes.* For each parcel within the town, one attached wall street address sign may be displayed. For parcels in residential use, the street address sign shall not exceed two (2) square feet in sign area. In addition to street address signs, a residential mailbox with the address of the property affixed to it such that the address is no larger than one side of the mailbox shall be allowed for each residence in the town.

e. *Street address signs, non-residential.* For each parcel in non-residential use, the street address sign shall not exceed four (4) square feet in sign area.

f. *Warning signs and safety signs.* Warning signs and safety signs, not exceeding four (4) square feet in sign area, shall be allowed in all districts. The maximum height for these signs shall be four (4) feet unless otherwise required by applicable law.

g. *Waterfront identification signs.* Each lot abutting the navigable waters of any lake shall be allowed one attached wall identification sign that is visible from the water. Waterfront identification signs shall not exceed four (4) square feet in sign area.

h. *Wayfinding/directional signs.* Non-commercial wayfinding signs when erected as part of a wayfinding system adopted by the town or county.

i. *Temporary window signs.* For each commercially zoned or commercially used parcel within the town, one or more temporary window signs may be displayed on the inside of the window. The temporary window sign(s) shall not cover more than 50% of the area of the window, except that if the business displaying such sign(s) is also displaying the one permanent window sign authorized by this article, then the total area of the window covered by a combination of these shall not exceed 65% of the area of the window.

Sec. 16-720. – Signs allowed in all districts, permit required.

a. *Pole Banners.* Temporary banners for display on light poles shall not exceed twelve (12) square feet in area or twenty (20) feet in height. A non-commercial ornamental or decorative vertical pole banner may be displayed when the pole is not being used for a permitted vertical pole banner.

b. *Temporary signs at construction sites.* Any land developer or licensed contractor, architect or engineer is authorized, with the consent of the land owner, to install one or more signs at a permitted active construction site, as that term is defined in Florida Statutes § 810.011(13), or on land upon which the town has given preliminary approval of plans to construct a building or other structure. Such signs shall be subject to the following conditions:

1. The sign is located on a construction site which has a valid building permit displayed on site.

2. The sign area shall not exceed 32 square feet aggregate per street frontage per site.

3. All signs shall be set back a minimum of ten feet from all property lines.
4. All signs shall be removed by no later than the date upon which a temporary or final certificate of occupancy is issued by the permitting authority.

Sec. 16-721. – Residential zoning districts, permit required.

Except for those signs and sign-types expressly allowed in residential and residentially-zoned districts in accordance with this article, no additional signs or sign-types shall be permitted in residential or residentially-zoned districts, except for the following sign-types:

- a. On a parcel with an apartment building or condominium complex, one permanent wall, window or monument sign is allowed for each such building or complex not to exceed twenty-four (24) square feet in size (area); however, such a monument sign shall not exceed six (6) feet in height.
- b. For permitted land uses other than residential uses in these zones, one permanent monument sign shall be allowed on each parcel or lot. This sign shall not exceed sixteen (16) square feet in area and shall not exceed four (4) feet in height.
- c. Onsite directional signs not exceeding four (4) square feet in area.

Sec. 16-722. – Commercial and industrial.

Except for those signs and sign-types allowed in commercial or industrially-zoned districts (C-1, C-2, and M-1) in accordance with this article, no additional signs or sign-types shall be permitted on any lot or parcel in commercial or industrially-zoned districts, except the following sign-types shall be allowed for each lot or parcel:

- a. One monument freestanding sign per abutting state, county or town collector roadway. A maximum of thirty-two (32) sixty-four (64) square feet shall be allowed per each monument freestanding sign face (sign faces must be back-to-back). The monument sign shall not exceed eight (8) feet in height and the pole sign shall not exceed twenty (20) feet in height and both must not be a traffic visibility hazard as determined by the town's traffic engineer.
- b. One or more attached wall signs shall be allowed on the first-floor level. The combined area of all such signs used shall not exceed one hundred fifty (150) square feet, and they shall be no higher than the height of the first floor. In the event the parcel contains a multi-tenant development, each individual business tenant may have one or more attached wall signs subject to the same size and height limitations.
- c. Each restaurant shall be allowed one attached display sign of no more than three (3) square feet of sign face area, located at the entrance, or service window of a restaurant.

d. Each restaurant shall be allowed one drive-through lane sign for each drive-through lane constructed on the property. Drive through lane signs shall be placed so as to be viewed from the drive-through lane and may provide a mechanism for ordering products while viewing the drive-through lane sign. The drive-through lane sign shall have a surface area not exceeding forty (40) square feet. The top of the sign and its surrounding or supporting framing/structure shall not exceed eight (8) feet above ground level. If more than one drive-through lane sign is installed, the total square footage for all such signs shall not exceed sixty (60) square feet, with no single sign exceeding forty (40) square feet. If the applicant provides satisfactory proof to the building official that its franchisor or parent company mandates a standardized drive-through sign for all of its locations which sign exceeds any of the foregoing limits, the building official shall approve a permit application depicting the mandated standardized sign.

e. In any commercial district (C-1 and C-2), a canopy or awing sign may be permitted in lieu of a wall sign at an individual, single-occupant, premises. The canopy or awning and signage square footage combined shall not exceed the total permissible square footage for a wall sign. The height of the canopy or awning shall not exceed sixteen (16) feet (first floor) or twenty-five (25) feet (second floor) or the height of the structure on which it is attached, whichever is less.

f. Wayfinding/directional signs on commercial property provided such signs do not exceed four (4) square feet in area. The directional sign may be displayed as an attached sign, window sign, or as a monument sign; if displayed as a monument sign, the monument sign shall not exceed four (4) feet in height.

g. Temporary banner signs not exceeding thirty-five (35) square feet in area and eight (8) feet in height may be displayed by a business within the commercially zoned districts set forth in this section in conjunction with a grand opening for a maximum of sixty (60) days from the date the business first opens to customers. The term “grand opening” as used in this subsection shall mean the initial opening of a new business (including businesses marketing goods, services or residential units). The term includes the opening of a new location of a pre-existing business, and the re-opening of a pre-existing business which has been shut down for longer than one month due to renovations, remodeling or repairs. No permit shall be required for such signs.

h. Sandwich board signs shall be allowed, pursuant to the regulations set forth in this article.

Sec. 16-723. – Sandwich board signs.

a. The placement of sandwich board signs by the owners or lessees of properties may be allowed on any commercial (C-1 and C-2) property.

b. One sandwich board sign shall be allowed on each street frontage per retail or restaurant use.

c. Sandwich board signs shall be freestanding and moveable. They may be single-sided or double-sided. They shall be removed during inclement weather and high winds.

d. Sandwich board signs shall not exceed an overall height of 42 inches above ground level or an overall width of 30 inches.

e. Sandwich board signs shall be composed of chalkboard-type material capable of being and written on with chalk. They shall be taken inside at the end of each business day.

f. Sandwich board signs are prohibited on all public sidewalks or walkways.

g. No sandwich board sign may be lit either internally or externally.

h. Any sandwich board sign which encroaches upon pedestrian or vehicular movement or safety, violates any state or federal regulation regarding the path of travel for disabled persons, interferes with the lawful use of the public right-of-way, or violates the Florida Building Code or any state or local fire or security code, shall be prohibited and removed or relocated.

i. Sandwich board signs shall be readable, properly maintained, and kept in good working condition.

[Any other allowances the Town wants to give to other zones, such as PUD, CON or PI????]

Sec. 16-724. – Unregulated zones.

a. It is the intent of this article to regulate signs in a manner that is consistent with the land use classification which establishes the character of the area in which the signs are located and in keeping with the overall character of the community.

b. The sign standards in this article are intended to include every zone in the town. The zones are defined by the zoning ordinance and official zoning map. Where this article provides for zone-specific sign regulations or allowances, those specific regulations and allowances shall control.

c. If any zone is omitted from this article, or if a new zone is created after the enactment of this article, only exempt signs as described in this article shall be permitted in such zone until this article shall be amended to include sign regulations and allowances for that zone.

d. If any area is annexed into the town limits, no sign, except exempt signs described in this article, shall be permitted therein until the area annexed has been zoned by the town council. Signs in existence as of the time of annexation shall be brought into compliance with this article within one year of annexation.

Sec. 16-725. – Nonconforming uses must comply with article.

Any building or land use not conforming to the zoning ordinance provisions for the zone in which it is located shall, nevertheless, comply with all provisions of this article for the zone in which it is located.

Sec. 16-726. – Rights not transferrable off property.

The rights contained in this article, including but not limited to those associated with sign sizes, numbers, types and allowances, as well as rights associated with nonconforming signs and appeal rights may not be transferred in any manner to any other person, nor aggregated with the sign rights of any other person, so as to apply to a property, sign, structure or building other than the property, sign, structure or building associated with the right in question.

Sec. 16-727. – Substitution of non-commercial speech for commercial speech.

Notwithstanding anything contained in this article to the contrary, any sign erected pursuant to the provisions of this article may, at the option of the owner, contain a non-commercial message in lieu of a commercial message and the non-commercial copy may be substituted at any time in place of the commercial copy. The non-commercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another non-commercial message, as frequently as desired by the owner of the sign, provided that the size, height, setback and other dimensional criteria contained in this article have been satisfied.

Sec. 16-728. – Content neutrality as to sign message (viewpoint).

Notwithstanding anything in this article to the contrary, no legal sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

Sec. 16-729. – Violations and remedies.

Any violation of this article or of any condition or requirement adopted pursuant to this article may be restrained, corrected, or abated, as the case may be, by injunction or other appropriate proceedings pursuant to law. The remedies of the town shall include, but not be limited to, the following:

- a. Issuance of a stop-work order;
- b. Seek an injunction or other order of restraint or abatement that requires the removal or the correction of the violation;
- c. Seek a court order imposing appropriate sanctions from any court of competent jurisdiction;
- d. In the case of a violation that poses an imminent danger to the public health or safety, taking such emergency measures as are authorized in this article;

e. Seek code enforcement action; and

f. Issuance of citations for each day and each sign not in compliance.

SECTION 3. CODIFICATION.

For purposes of codification of any existing section of the Lake Hamilton Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Town Council would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

SECTION 5.

The Codifier shall codify the substantive amendments to the Lake Hamilton Town Code contained in Sections 1 through 2 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

SECTION 6. EFFECTIVE DATE.

Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

INTRODUCED and PASSED on first reading this 5th day of April 2022.

PASSED and ADOPTED on second reading this __day of __ 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	Yes	No
O'Neill		
Roberson		
Tomlinson		
Wagner		
Kehoe		

DRAFT

ORDINANCE O-22- 15

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE LAKE HAMILTON LAND DEVELOPMENT CODE, ARTICLE III, LAND USE, DIVISION 4, REQUIREMENTS FOR SPECIFIC USES, SECTION 16-177, FARM ANIMALS, TO ADD SUB-PARAGRAPHS (o), TO ALLOW ONE SWINE TO BE KEPT ON RESIDENTIAL ZONED PROPERTY IN CONJUNCTION WITH A 4-H OR FUTURE FARMERS OF AMERICA PROGRAM; PROVIDING FOR CONDITIONS TO OBTAIN A PERMIT; PROVIDING FOR DURATION OF PERMIT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council for the Town of Lake Hamilton has received request(s) from residents to allow the temporary keeping of swine on residentially zoned property in order to participate in 4-H or FFA programs; and

WHEREAS, the Town Council recognizes 4-H and the FFA are bona fide agricultural educational programs that provide youth with valuable education and opportunities in the field of agriculture; and

WHEREAS, the Town Council deems it in the best interest of the residents of the Town of Lake Hamilton to amend the Town Code of Ordinances to allow for one swine to be kept temporarily on residentially zoned property in conjunction with a 4-H or FFA program, subject to certain conditions.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1.

The Town of Lake Hamilton Code of Ordinances, Chapter 16, Land Development Code, Article III, Land Use, Division 4, Requirements for Specific Uses, Section 16-177, Farm Animals, is hereby amended to add sub-paragraph (o), which shall read as follows (~~striketrough~~ language deleted, underline language added) (*16-177(a) through (n) remain unchanged).

Sec. 16-177

(o) Exemption.

1. The temporary raising or keeping of one (1) swine for 4-H or FFA purposes shall be allowed with a special use permit issued by the Town, provided the swine is to be raised/kept as part of a 4-H or FFA program.

2. It shall be unlawful to keep a swine within the residential zoned area without first obtaining a special use permit from the Town and complying with all conditions thereof. A special use permit issued pursuant to this section shall be subject to the following conditions (no permit fee shall be assessed):

i. The property owner must provide the Town documentation from the 4-H or FFA organization describing the nature of the program, confirming a resident of the property is participating in the program, and providing the time frame the swine will be kept on the property.

ii. The property owner must provide the Town written permission from the owners or occupants of all property abutting the premises on which the swine is to be kept.

iii. The swine shall be kept in a fenced enclosure area that is maintained to restrict the animal from being closer than 10 feet to any property line.

iv. The swine enclosure shall not be closer than 100 feet from any abutting residence.

v. A shelter shall be properly built to provide for protection of the animal from the elements and must comply with generally accepted sanitary conditions.

vi. The property owner shall keep and maintain the swine in such a manner that is not unsightly and that does not create a noise, odor, or other condition that would be offensive or unhealthful to persons of ordinary sensibilities.

vii. Swine shall weigh no more than 40 pounds at the time the special use permit is granted.

viii. Special use permit shall not exceed the timeframe set forth by 4-H or FFA in the documentation required in paragraph (o)(1)(i) of this section, or six (6) months, whichever is less. Special use permit may be extended no more than one time by complying with the provisions of paragraph (o)(2)(i)-(vi), herein.

SECTION 2. CODIFICATION AND SCRIVENER'S ERRORS.

The Town Council intends that this Ordinance be made part of the Town of Lake Hamilton Code of Ordinances, and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" may be changed to "Section", "Article", or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance may be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent may be corrected with the authorization of the Town Administrator without the need for a public hearing.

SECTION 3. ORDINANCES REPEALED.

Any conflicting rules or Ordinances of the Town of Lake Hamilton are hereby repealed to the extent of such conflict

SECTION 4. SEVERABILITY.

It is the Town Council's intent that if any sections, subsection, clause, or provisions of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will be considered a separate provision and will not affect the remaining provisions of this Ordinance. The Town Council further declares its intent this Ordinance would have been adopted if such invalid or unconstitutional provision was not included.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption.

INTRODUCED and PASSED on first reading this 5th day of APRIL 2022.

PASSED and ADOPTED on second reading this _____ day of _____ 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	Yes	No
O'Neill		
Roberson		
Tomlinson		
Wagner		
Kehoe		

ORDINANCE O-22-16

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, SAID AMENDMENT BEING KNOWN AS AMENDMENT 22S06, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURAL TO PUBLIC BUILDINGS AND GROUNDS FOR A 19.74 ACRE PARCEL OF LAND LOCATED ADJACENT TO WATER TANK ROAD AND APPROXIMATELY 660 FEET EAST OF DETOUR ROAD IN SECTION 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; AND TRANSMITTING SAID AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 through 163.3215, Florida Statutes, empowers local governments to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

WHEREAS, in exercise of its authority the Town Council has determined it necessary to adopt amendments to the Town's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Council has held meetings and hearings on **Ordinance O-22-16**, the amendment to the Comprehensive Plan and made a part hereof; and the meetings were advertised and held with due public notice to obtain public comment; and having considered written and oral comments received during public hearings, find the amendment complete and appropriate to the needs of the Town;

NOW THEREFORE BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS.

The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the Town Council as legislative findings and intent of the Ordinance.

SECTION 2. AMENDMENT TO THE COMPREHENSIVE PLAN.

The **Town of Lake Hamilton Comprehensive Plan**, Future Land Use Map is hereby amended as set forth in Exhibit "A".

SECTION 3. SEVERABILITY.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. COPY OF ORDINANCE ON FILE.

A copy of this Ordinance shall be kept on file in the office of the Lake Hamilton Town Clerk.

SECTION 5. CONFLICTS WITH OTHER ORDINANCES.

That portion of any Ordinance which may be in conflict with this Ordinance is hereby repealed with the adoption of this Ordinance.

SECTION 6. EFFECTIVE DATE.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Council enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 7. INCORPORATION INTO COMPREHENSIVE PLAN.

It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Administrator or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

INTRODUCED and PASSED on first reading this 5th day of April 2022.

PASSED AND ADOPTED on second reading this ____ day of _____, 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	Yes	No
O'Neill		
Roberson		
Tomlinson		
Wagner		
Kehoe		

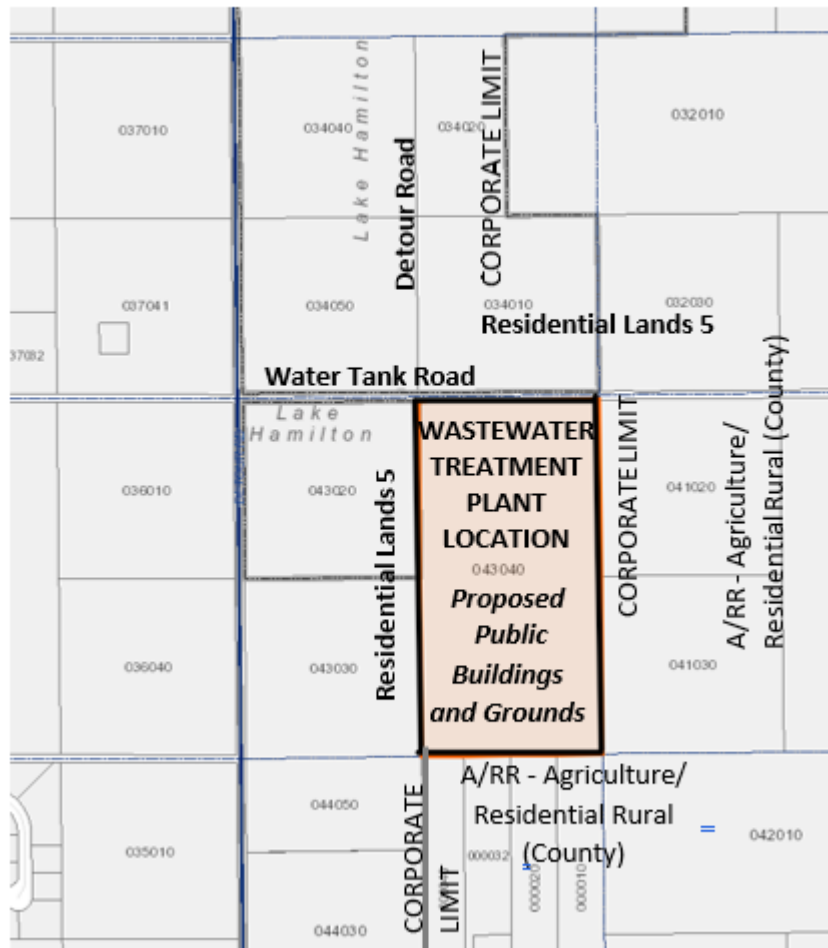
EXHIBIT "A"

Legal Descriptions:

Parcel Number: 27-28-15-000000-043040: The East 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida.

Future Land Use Map Amendment:

Wastewater Treatment Plant Site



ORDINANCE O-22-17

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, REZONING A 19.74 ACRE PARCEL OF LAND LOCATED ADJACENT TO WATER TANK ROAD AND APPROXIMATELY 660 FEET EAST OF DETOUR ROAD IN SECTION 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA FROM AGRICULTURAL TO PI- PUBLIC INSTITUTIONAL ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been a request for approval to rezone the property described below; and

WHEREAS, Section 163.3167(c), Florida Statutes, empowers the Town to adopt land development regulations to guide the growth and development of the Town, and to amend such regulations from time to time; and

WHEREAS, pursuant to Section 166.041(c) 2, Florida Statutes, the Planning Commission and the Town Council have held Public Hearings to consider the rezoning of lands described below, which will amend the Zoning Map of the Town; and

WHEREAS, the change will further the general health, safety, and welfare and be a benefit to the Town as a whole; and

WHEREAS, the zoning change requested by the applicant is consistent with the Future Land Use Element of the 2030 Lake Hamilton Comprehensive Plan.

NOW THEREFORE BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1. PROPERTY IDENTIFICATION.

The property identified in the legal description below shall amend Town of Lake Hamilton Zoning classification of PI–Public Institutional. See attached Map “A”.

PETITIONER: Town of Lake Hamilton.

LEGAL DESCRIPTIONS: The general location of the parcel is located adjacent to Water Tank Road and approximately 660 feet east of Detour Road. The land is predominantly citrus groves and undeveloped with a total of approximately 19.74 acres. The Legal descriptions are as follows.

Parcel Number: 27-28-15-000000-043040: The East 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida.

The parcels described above, constitute less than five percent (5%) of the zoned area of the Town.

SECTION 2. ACTION.

Said property is hereby rezoned from Agricultural/ Rural Residential to PI – Public Institutional as shown on Map “A” attached hereto and made a part of this Ordinance. The regulations of that District contained in the Land Development Code and the conditions stated in this Ordinance shall govern further public review and development of the property within this District.

SECTION 3. SEVERABILITY.

That any section, paragraph, or portion which may be deemed illegal or unconstitutional shall not affect any other section of this ordinance.

SECTION 4. COPY OF ORDINANCE ON FILE.

A certified copy of this Ordinance, as well as a copy of the Land Development Code shall be located in the Office of the Town Clerk of Lake Hamilton.

SECTION 5. CONFLICTS WITH OTHER ORDINANCES.

That all other ordinances or part of ordinances in conflict herewith are hereby repealed with the adoption of this Ordinance.

SECTION 6. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption after second reading.

INTRODUCED and PASSED on first reading this 5th day of April 2022.

PASSED and ADOPTED on second reading this ____ day of ____ 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

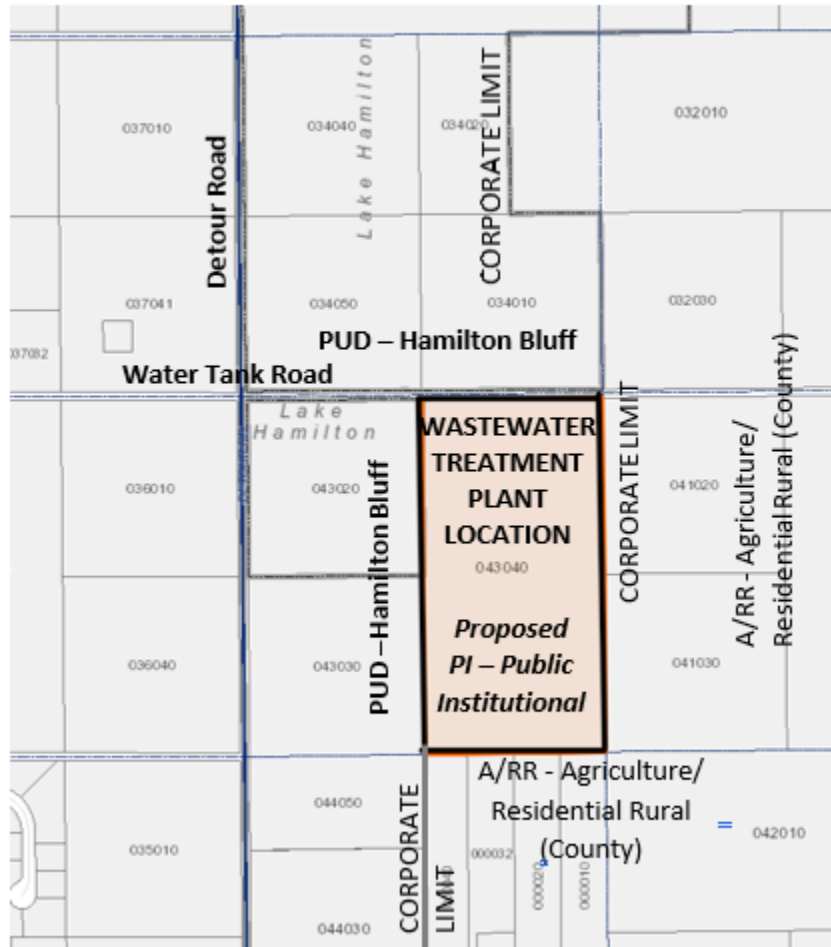
HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	Yes	No
O'Neill		
Roberson		
Tomlinson		
Wagner		
Kehoe		

DRAFT

MAP A

Wastewater Treatment Plant Site Zoning Map



ORDINANCE O-22-18

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, RELATING TO WATER AND SEWER UTILITIES; AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE HAMILTON, FLORIDA (THE “CODE”); REPEALING AND REPLACING SECTIONS 32-14 & 32-15, LAKE HAMILTON CODE; ESTABLISHING WATER & SEWER MONTHLY USER CHARGES BY ORDINANCE; PROVIDING FOR CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1. TITLE; FINDINGS.

(a) Title. This Ordinance shall be entitled the “Town Water and Wastewater Rate Ordinance,” and shall be codified within Sections 32-14 and 32-15 of the Town Code.

(b) Findings. In adopting this Ordinance and modifying the Town Code, the Town Council of Lake Hamilton, Florida, hereby makes the following findings:

(1) The Town is authorized, pursuant to general and special law and its home rule powers contained in statutes and the Florida Constitution, to own, manage, operate, provide and extend central water, wastewater, and reclaimed water services both within and without the Town of Lake Hamilton, Florida.

(2) In furtherance thereof, the Town declared beginning in 2013 and continuously thereafter an exclusive water and wastewater service area both within and without the Town limits.

(3) The Town has previously adopted water rates by Ordinance No. 2014-07.

(4) The Town is authorized by its Charter, Section 166.201, Florida Statutes, and Sections 180.13 and 180.191, Florida Statutes, to establish and fix rates, fees, and charges for customers within and without the boundaries of the Town.

(5) The rates, fees, and charges established herein provide funding for water and wastewater utility services which promote the health, safety, and general welfare of the Town’s customers as therefore beneficial to the rate payers of the Town’s water and wastewater utility system.

(6) The Town has provided the required public notice and held the necessary public hearing(s) in order to adopt these rules.

SECTION 2. REVISIONS TO SECTION 32-14, LAKE HAMILTON CODE.

Section 32-14 of the Code of Ordinances of the Town of Lake Hamilton, Florida, (the "Lake Hamilton Code") is hereby repealed and replaced to read as follows:

"Sec. 32-14. - User charges, billing, delinquent accounts.

All customers of the town's water and sewer systems shall pay all applicable monthly user charges, connection fees, lines extension charges and all related charges at rates established by the town council. Billing for water and sewer service shall be rendered monthly, or as otherwise determined by the Town council. Requests for re-connection after service has been terminated shall be accompanied by payment of a re-connection service fee established by resolution of the town council. Payment of the entire amount of the delinquent bill and additional payment to offset any deficiencies in the required deposit account shall be required. Re-institution of service shall be accomplished only by the department of public works. Any unauthorized connection shall subject the violator to the full penalties of the law.

(1) Adoption of Water System Rates. The Town hereby establishes and adopts the following water rates:

(a) Users of potable water for residences located inside the Corporate Limits of the Town of Lake Hamilton shall pay a minimum monthly sum, which shall be known as the "Service Fee", plus the per thousand gallon consumption charges as adopted by Ordinance No. O-2014-07 of the Town of Lake Hamilton, and as may be amended by Ordinance from time to time.

(b) Users of potable water for residences located outside the Corporate Limits of the Town of Lake Hamilton and all non-residential uses whether located inside or outside the Corporate Limits shall pay a minimum monthly sum, which shall be known as the "Service Fee", plus the per thousand gallon consumption charges as adopted by Ordinance No. O-2014-07 of the Town of Lake Hamilton, and as may be amended by Ordinance from time to time.

(2) Adoption of Wastewater System Rates. The Town Council of the Town of Lake Hamilton hereby establishes a Retail Wastewater Service Base Rate of \$48.51 and a Usage Rate in the amount of \$13.61 per thousand gallons of wastewater, as measured by retail water meter reading. A current schedule of the Wholesale Wastewater Service Rate shall be on file in the office of the Town Clerk.

(3) Annual Indexing Adjustment of Rates. That each October 1 from and after October 1, 2021, the latest water and wastewater charges shall be adjusted by the greater of (1) 3%, or (2) the amount of the annual increase in the index numbers of based upon the change in that year's Consumer Price Index for all Urban Consumers: water, sewer, and trash collection services in U.S. City Average.

(4) Miscellaneous Rates. The Town adopts the following miscellaneous rates:

Utility Service Fees and Charges for Residents and Business

Service Charge Description Note: Water turn/off are conducted the next business day unless same day service is requested and paid by 4:00 PM		Amount
New Account Admin Charge (to open an account)		\$30
Closing Account Admin Charge added to the account prior to return of Deposit		\$30
New Account Water Deposit – required to open a new account		\$200
Non-Sufficient Fund Fee		\$30
Delinquent Account increased deposit		\$400
Delinquent Account meter turn off Fee		\$30
Account holder request for temporary meter turn on/off service.		\$30
Optional Same day meter turn on service fee in addition to all other fees applicable. Not available for accounts with payment plan.		\$30
After Hours Emergency Meter Service Response Fee. Normal Hours are Monday through Friday from 8:00 AM to 5:00PM		\$60
In person or over the phone service fee in addition to credit card fees		\$5
Late Fee is 10% of unpaid water use balance assessed after the 20 th COB		10%
Water audit and/or disputed meter reading if results of audit determine meter is working accurately. This Fee is Waived if Meter is not Registering within AWWA Standards		\$60
Accounts with OnSyte Performance System – Monthly fee		\$37.52
New meter and connection set fee $\frac{3}{4}$ " (new meters installed 4 business days minimum after application is submitted).		\$200 labor + cost of parts
New meter and connection set fee 1" (new meters installed 4 business days minimum after application is submitted). Maximum Residential size.		\$200 labor + cost of parts
New meter and connection set fee 2" (new meters installed 4 business days minimum after application is submitted).		\$300 labor + cost of parts
New Meter and connection above 2" will need to be included in building permit and approved by the town. The installation and cost will be the responsibility of the account holder and must be done by a licensed professional.		
Relocating Existing meter.		Based on New Meter Set Fee costs Breakdown minus the cost of the meter
Construction Meter – Admin new account and closing fee (\$60) + Set up and take down fee (\$60) + monthly Base charge and water usage Billed monthly. + equipment deposit (\$1500.00) + Water Deposit (\$200). Any Construction Meter Account not paid on time monthly will be discontinued, unpaid charges will be deducted from the deposit and meter will be reclaimed. A new account will need to be opened at that time.		
Damage to Meter Box, Damage to Meter, Damage to any appurtenances to the water system.		Labor and replacement cost
Penalty for Meter Tampering/Theft of Service 1 st infraction		Statutory
Penalty for Meter Tampering/Theft of Service 2 nd infraction		Statutory
Penalty for Meter Tampering/Theft of Service 3 rd infraction		Statutory
Penalty for Obscured Meter		Statutory
Penalty for Cross Connection		Statutory
Penalty for Connection to Other Systems		Statutory

SECTION 3. REVISIONS TO SECTION 32-15, LAKE HAMILTON CODE.

Section 32-15 of the Code of Ordinances of the Town of Lake Hamilton, Florida, (the "Lake Hamilton Code") is hereby repealed and replaced to read as follows:

Sec. 32-15. - Utility service policies.

The town council hereby adopts user service rules, regulations, policies and fees as set forth below. The administrator/clerk may for convenience publish these utility service policies in a document containing the utility service application with instructions for completing it, referencing pertinent state laws affecting water customers, and specifying the current fees for deposits, impact fees and setting meters, and other information that the administrator or clerk may determine is needed from time to time.

(1) Establishment of Water Service. Every residential dwelling unit and every non-residential land use, be it a business, an industrial operation, a non-profit or a church, shall apply to the Town for water service. Upon payment of deposits and fees by the applicant, the Town will establish the water service connection, which shall be the only potable water connection for the customer. Water service will be immediate and continuous as long the account remains current.

(a) A water meter set fee, based on the size of the meter that has been chosen by the customer, shall be charged by the Town for tapping the water main and furnishing and installing a water meter. The fee is the same whether the property and the customer are located within or outside the town.

(b) The Town will construct, extend and provide water service from the water main adjacent to the property requesting water service; shall set the water meter and check valve, and shall connect the water meter to the water service.

(c) If the property is on the opposite side of the road from the water main, the applicant shall hire a licensed plumber or underground utilities contractor to tap the main and bore a water service line under the road. The plumber or contractor is responsible for applying for and receiving an approved permit from the Town, or in the case of crossing a Polk County or Florida State road or highway, a permit from the appropriate agency. Materials and methods employed shall be specified by the permitting agency.

(2) Water Application and Fees.

(a) The applicant must apply for water service from the town as a new applicant. They shall complete a Water Service application provided by the town, provide required documentation, and pay to the Utility Billing Office a deposit in the amount established by the Town Council as amended from time to time, which is currently \$200.00. An administrative fee of \$30 is also due at time of application.

(b) As a part of the application, the applicant shall provide a picture ID; and documents' showing the applicant is authorized to reside or conduct business at the address shown on the application.

(c) The town will have water turned on at said address the next business day of completed application being accepted by the Utility Billing office. Applicants may pay an additional service fee to have service established sooner. Applications made on a Friday may not be turned on until the next Monday.

(d) Water may be turned on for inspection purposes with an application and a \$60 fee. Service will remain on for 48 hours.

(3) Other Services Provided. Upon the opening of a utility account, the account holder agrees to be charged for other municipal services provided by the Town. For residential properties located in the town limits, the services and charges include: Water, sewer, and associated taxes and service, Garbage and Recycle, Trash, and Stormwater. For commercial customers, charges include: Water and associated taxes and Stormwater. For accounts located outside the town limits, charges include: Water, sewer and associated taxes and service.

(4) Rates. Water Rates are set forth in sec. 32-14 of the Town Code. Other utility charges are determined by adoption the annual budget.

(5) Payment for Services. Water meters are read on/or near the 20th of every month. Users are billed monthly on the last business day of each month. Payments are due on the 20th of every month.

(a) Payments can be made in person at town hall on any Monday, Wednesday, or Friday not a state or federal holiday by cash, check, money order or credit card (service fees apply). Payments can be dropped in the after-hours payment box located outside of town hall. Credit card payments by phone can only be done on Fridays and the 20th of the month. A credit card company convenience fee will be charged for all credit card payments. A town service charge is collected for all in person or over the phone credit card payments.

(b) User and service charges not paid on or before the 20th of the month will have a late charge added to the bill and said fee shall be payable by the next month on the 20th. If the 20th falls on a weekend or a holiday, the late charge will be applied to the unpaid bill on the working day following the due date.

(6) Delinquent Accounts/Disconnect Water. Accounts will be considered delinquent if any account balance is sixty (60) days past due and will be subject to water service being discontinued with no further notice. A \$30 disconnect fee will be applied to the account. Monthly water base fee and all other service charges will continue to be billed.

(a) At any time that the User's Account is delinquent for more than sixty (60) days and is over \$200, the amount on deposit for the customer will be withdrawn from the deposit account and applied toward payment of the delinquent bill. Such amount will then be invoiced to

the User's Account. In the case of an account that has become so delinquent that the original deposit has been depleted, the deposit to re-establish water service will be double the current deposit of \$200, which would be \$400.

(b) Hardship Status – The town understands that some customers may not be able to pay the full balance due to a hardship. If that is the case, the account holder must set up an approved payment plan with the Clerk's office. If a payment plan has been approved, future late fees will be waived if the payment plan is being adhered to. If the account holder does not abide by the payment plan, the account will be turned off and item (6) and (6)(a) above will prevail. Payment plans cannot extend past three months.

(7) Restore Water – Upon receipt of payment of the full past due amount and disconnect fee from the customer, or in case of a hardship, an approved payment plan with specified payment being received and recorded, the Utilities Department shall have the water service restored to the customer the next business day. Payments to restore water made on Friday may not be turned on until Monday.

(8) Non-sufficient Funds. Should a payment made by check not be accepted by the bank, water service will be discontinued, and all future payments must be paid by cash, money order, certified check or credit card. A \$30 non-sufficient fund fee, a \$30 disconnect fee, plus the amount of the unpaid bill will be charged to the account holder.

(9) Destruction and Tampering. By opening an account for services, you agree not to maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the water system of the town.

(a) If you or any person using your property willfully tampers with, damages, or illegally connects to, diverts or extends the system without first applying for and receiving service from the town, you are in violation of Sections 812.14(2)-(5), Florida Statutes and can be charged with a misdemeanor of the first degree, which is punishable by a fine of \$1,000.

(b) If a meter has been locked by staff because of a delinquent account or no application for service on file to the property and it is determined that the lock was removed without staff authorization, the meter will be removed, the account will be considered delinquent and all past balances must be paid to reestablish a new account and all fees must be paid to reinstall the meter.

(10) Putting Account on Vacation Mode/Transfer Account. You may submit an application to modify your account for any time you will be away from your residence for more than six months. This will take off the charges for garbage and trash. The bill will still show the Water Base Rate and Stormwater charges. If you relocate to another property which is served by the Town of Lake Hamilton, you must file an application to establish services at the new property. You do not need to pay another deposit, but your account must be current in order to transfer.

(11) Reporting a Possible Leak/Dispute a High Bill/Zero Consumption. If a water customer desires the town to check their meter for a leak or possible defective meter or service line, they should report it to the utility billing specialist and a work order will be completed and given to the Water Department. If there is no issue with the meter or town service line, the customer will be billed \$60. The water customer should follow up with the Clerk's office to determine the outcome.

(a) The town is not responsible for service lines beyond the meter.

(b) If there is an issue with the meter and components, the town will repair the meter and components at no cost to the customer.

(12) Water Meter Maintenance. Water Meters are maintained on a set schedule. As a result of these maintenance activities, the meter or the register(s) may be changed. The new meter reading shall be brought to the attention of Utility Billing. If a change in register numerical sequencing causes an error in the consumptive calculations, the customer's account may not be charged correctly. Once discovered, the customer will be notified of the error and if any adjustments are due they will be posted. Accounts shall be adjusted as described below:

(a) The period in question may not be any greater than the previous six (6) months.

(b) If the payment(s) was less than the average, the customer shall be sent a corrected bill.

(c) The customer will be allowed to pay this amount over the same number of months as the months in question, up to a maximum of six (6) months.

(d) If the payment(s) was greater than the average, the customer's account shall be credited the difference.

(13) Payment for Water Service in the Event of a Leak. Plumbing problems beyond the meter outlet are the responsibility of the customer. There are instances when the customer's plumbing system may develop a leak. As a courtesy by the Town, this policy is intended to offer the customer some billing relief in the form of a credit while the Town recovers a portion of the cost to treat and deliver the water. In the event an inordinate increase in water usage by any customer is discovered in the billing process, it is the duty of the customer to immediately determine if there is a leak within the building or buildings on his property or in the service line from the meter to the building(s) and make immediate repairs.

The customer may recognize the leak and initiate repairs, or Utility Billing may issue a work order if "HIGH CONSUMPTION" is detected through the billing system. If Utility Billing issues a work order the water meter will be read a second time. If the reading is correct, a door tag will be left notifying the customer that a leak may exist on their system. A water audit will be recommended and scheduled upon the customer's request and \$60 billed to the account. Once the customer has been notified, they will have until the next billing cycle to correct the leak for any monetary adjustment to be considered. Any high consumption that occurs beyond that time will not be

considered for adjustment / credit because the customer should be proactive with making repairs once they are alerted to a problem, either by a high consumption invoice or a notification from staff. Hence, from the time of the first high consumption invoice until repaired should be no more than three (3) months. The three (3) month period will be the only period considered for the leak credit review. Once the customer repairs the leak and provides a written request explaining the problem, which should include proof of repairs (with proper dates), they can request an adjustment to offer some financial relief in the form of a courtesy credit. The customer shall pay all current charges and NOT delay payment during the leak credit review process. If a credit is authorized, it will appear on a future bill. Only one (1) credit per a twelve (12) month period shall be considered per property. This policy is NOT intended to address repetitive plumbing problems.

- (a) The base service charge shall not be included in determining the credit.
- (b) The Utility Maintenance Division shall determine the average water consumption for a six (6) month period prior to the leak to establish a "base-line".
- (c) Utility Billing Division shall determine which invoices constitute the high usage to use in the calculations associated with the adjustment.
- (d) Utility Billing Division is authorized to provide the customer a credit for three months of high usage amount over the amount as calculated in (b) above at current water rates, based upon the following criteria:
 - (1) The customer has properly completed the repair and submitted documentations for the credit request form and,
 - (2) The cause of the high consumption was found during the billing cycle or water audit, and/or
 - (3) The customer recognized the leak, and
 - (4) The cause was such that a reasonable and prudent customer could not recognize the problem in a timely manner.
- (e) Only these leaks may be considered:
 - (1) Underground domestic pipe leaks
 - (2) Under the structure domestic pipe leaks
 - (3) Underground irrigation pipe leaks
 - (4) Leaks in the fitting connecting to the water meter
- (f) Leaks that will NOT be considered:
 - (1) Toilet, faucet or other fixture leaks

- (2) Swimming pool problems, (piping, pumps, filters, etc.)
- (3) Sprinkler equipment problems, (timers/controllers, sprinkler heads, etc.)
- (4) Customer negligence
- (5) Water theft
- (6) Unknown or unexplained water consumption

(14) Payment for Zero Consumption – Water consumption is measured through mechanical water meters. These meters are owned by the Town and maintained on a specified schedule. The maintenance schedule has been established to promote accurate readings and protect the interest of the customer and the investment of the Town. Being a mechanical device, there are instances when a meter may "slow down" or may fail completely and stop totalizing water flow. The Utility Billing System normally detects these problems and provides a "Zero Consumption - Low Meter Use Report". This report checks the latest meter reading and lists those active accounts with zero consumption. Utility Maintenance staff reviews this report and generates a work order to have field personnel investigate. The meter is then checked, replaced and/or repaired, and the results given Utility Billing via the completed work order form. Based on that information, the customer will be "BACK BILLED" for all water consumed but not registered as follows:

- (a) The period in question may not be any greater than the previous twelve (12) months.
- (b) The average water consumption per month will be determined.
- (c) The average water consumption per month, totaled for the number of months in question will be the amount the customer will be back billed.
- (d) It shall be determined if the monthly base charge was paid or should be back billed.
- (e) The customer will be allowed to pay the total amount due over the same number of months as the months in question, up to a maximum of twelve (12) months.

(15) Closing an Account. The Town must receive a signed application or electronic communication from the account holders verified email to modify or close an account. When the application is received a final meter reading will take place and the applicant's deposit will be used to pay the final bill, disconnect fee and any delinquent charges. If the deposit is not enough to pay the outstanding balance an invoice will be mailed to the applicant and payment must be received within 15 days of date the invoice was mailed.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

The Town Council intends that this Ordinance be made part of the Town of Lake Hamilton Code of Ordinances, and that sections of this Ordinance can be renumbered or re-lettered and the word “Ordinance” may be changed to “Section”, “Article” or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance may be renumbered or re-lettered and scrivener’s or typographical errors and clarification of ambiguous wording that do not affect the intent may be corrected with the authorization of the Town Administrator without the need for a public hearing.

SECTION 5. CONFLICTS.

If the event of a conflict with any other Town ordinances or part of ordinances, the provisions of this Ordinance shall control.

SECTION 6. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, word, or other part of this Chapter is for any reason declared unconstitutional or invalid by any court of competent jurisdiction, such part shall be deemed separate, distinct and independent and the remainder of this Chapter shall continue in full force and effect.

SECTION 7. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its passage.

INTRODUCED and PASSED on first reading this 5th day of APRIL 2022.

PASSED and ADOPTED on second reading this ____ day of ____ 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, TOWN ATTORNEY

Record of Vote	Yes	No
O'Neill		
Roberson		
Tomlinson		
Wagner		
Kehoe		

DRAFT



Memorandum

To: Town Council

From: Town Administrator Sara Irvine

Date: April 29, 2022

Subject: Hartman Memo

Gerry Hartman continues to work on the GRU/Wolverine project. His rates have increased since the initial agreement from June 2020.

Hartman Consultants, LLC

www.hartmanconsultant.com

Mr. Thomas A. Cloud, Esq.
Gray Robinson
301 E. Pine Street
Suite 1400
Orlando, FL 32801

April 19, 2020

Re: Grenelefe Acquisition Services
HC #20028.04

Dear Mr. Cloud:

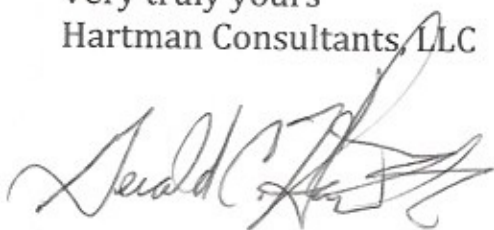
This letter is the hourly agreement discussed 4/18/2022 in the meeting in your offices.

HC will support Gray Robinson (GR) with senior appraisal, engineering, inspection, teamwork, discovery, testimony (if needed), and related legal support services, as requested, on the above referenced project. Circumstances have changed since the 20028.03 project initiation requiring additional activities.

HC will serve GR as the Town of Lake Hamilton's attorneys for the above. Mr. Hartman's hourly rate is \$275/hr. and will be billed monthly.

Very truly yours
Hartman Consultants, LLC

Accepted and Authorized on behalf
the Town of Lake Hamilton



Gerald C. Hartman
PE# 27703
Accredited Senior Appraiser
Public Utilities #7542
BCEE #88-10034

Thomas A. Cloud, Esq.
Town Special Counsel
Gray Robinson, PA

dated

CC: Mrs. Sara K. Irvine, Town Administrator

**ADDENDUM NO. 1
to
TASK ORDER 7
To/the
Chastain-Skillman, Inc./Town of Lake Hamilton
Continuing Contract and Agreement for
Professional Engineering Services
dated December 13, 2010
related to
Lake Hamilton Street Resurfacing Project
CSI File No. 9480.09**

I. INTRODUCTION

The Town of Lake Hamilton (Town) previously contracted with Chastain-Skillman, Inc. (Consultant) to provide survey, design, permitting, and construction administration services for Task Order 7. During design, the Town requested changes and additions to the plans that were not included in the original scope of services.

The proposed improvements identified in the original task order consisted of:

- Resurface approximately five (5) miles of streets within the town.
- Realignment and resurfacing of the intersection of Omaha Street and Park Avenue.
- Provide resurfacing plans, typical pavement sections, construction specifications, bid documents, limited construction administration and Final Certification.
- Conduct three (3) site visits
- Survey the intersection of Omaha Street and Park Avenue.

The changes to the original task authorization consisted of:

- Evaluated resurfacing or constructing over eight (8) miles of streets within Lake Hamilton.
- Drainage structures at the intersection of Gates Ave. and 5th Street, also along the unpaved alley that Gates Ave. intersects.
- Reconstruction and realignment of many of the unpaved alleys within the town.
- Realignment and adjusting many of the intersections to be consistent.
- Design of a new intersection at Lawson Street and Omaha Street to eliminate the acute angle at the intersection.
- Design of a new street adjacent to Water Tank Road for a future subdivision.
- Design of a drainage layout along Chicago Ave that included adding Miami curbing, inlets, and storm piping to manage runoff issues along the street.
- Adjusting the widths of streets to allow them to be consistent within the town.
- Adjusting the intersection of Bryant Ave. and Florida 17.
- Additional meetings and site visits.

II. SCOPE OF SERVICES

Task 1 - Survey Services - No change in scope.

Task 2 - Engineering Design Phase Services - Changes in scope

- A. Evaluated resurfacing or constructing over eight (8) miles of streets within Lake Hamilton. Additional streets were added to the scope to be evaluated.
- B. Drainage structures at the intersection of Gates Ave. and 5th Street, also along the unpaved alley that Gates Ave. intersects. To resolve water collecting at this intersection.
- C. Reconstruction and realignment of many of the unpaved alleys within the town. Directed to look at the alleys within the town to surface or place stone to stabilize them and to realign the alleys that had wandered out of the existing easements.
- D. Realignment and adjusting many of the intersections to be consistent. Directed to adjust the radius of the intersections within the town to make them consistent, either adding or eliminating pavement.
- E. Design of a new intersection at Lawson Street and Omaha Street to eliminate the acute angle at the intersection. Eliminating the acute angle and designing an intersection that intersected at 90 degrees.
- F. Design of a new street adjacent to Water Tank Road for a future subdivision. There is not an existing street in much of this area.
- G. Design of a drainage layout along Chicago Ave that included adding Miami curbing, inlets, and storm piping to manage runoff issues along the street. A drainage issue exists at this location, and we were directed to look at ways to manage the runoff.
- H. Adjusting the widths of streets to allow them to be consistent within the town. Adding or removing pavement as required for consistent width streets in the town.
- I. Adjusting the intersection of Bryant Ave. and Florida 17 to improve the intersection.

Task 3 - Permit change services - No change in scope.

Task 4 - Bid documents and construction specifications - No change in scope.

Task-5 - Meetings and Project Management - Change in scope.

- A. Total to date seven (7) meetings and site visits to Lake Hamilton for the resurfacing project.

Task 6 - Construction Administration - No change in scope

Task 7 - Reimbursable Expenses - No change in scope.

VI. COMPENSATION

- A. Compensation to the Consultant for services performed under this Addendum shall be based upon a fixed fee arrangement, including reimbursable expenses. The total fee for the Scope-of-Services outlined in Section II shall be **\$29,386**. The total compensation for the Task Authorization, including Addendum 1, shall be **\$78,551**. This is broken down as follows:

Task No.	Description	Original Fee	Addendum 1 Fee Change	Total Fee with Addendum 1
1	Survey Services	\$ 6,255	\$ 0	\$ 6,255
2	Engineering Design Phase Services	\$ 31,940	\$ 25,814	\$ 57,754
3	Permit Phase Services	\$ 1,080	\$ 0	\$ 1,080
4	Bid Documents and Construction Specifications	\$ 2,220	\$ 0	\$ 2,220
5	Limited Construction Administration	\$ 4,320	\$ 0	\$ 4,320
6	Meeting and Project Management	\$ 2,680	3572	\$ 6,252
7	Reimbursable Expenses	\$ 670	\$ 0	\$ 670
10	Total	\$ 49,165	\$ 25,814	\$ 78,551

- B. A breakdown of personnel, hours, and fee is included in **Attachment A**.

**Attachment A to
Addendum 1 to Task Order 7**

Additional Services

Description			Actual Effort		Addendum 1 Fee
			Hours/Units	Effort	
3 Additional Miles Design	3 miles @ \$6388/mile		3	\$ 6,388	\$ 19,164
Chicago Ave. Drainage			7	\$ 1,025	\$ 1,025
Gates Ave. Drainage			6	\$ 745	\$ 745
Lawson/Omaha intersection			7	\$ 935	\$ 935
Upgrading Alleys			13	\$ 1,685	\$ 1,685
Adjusting Intersections			8	\$ 940	\$ 940
Adjusting Street Widths			6	\$ 570	\$ 570
Bryant/SR 17 Intersection			3	\$ 375	\$ 375
New Street near Water Tank Rd.			3	\$ 375	\$ 375
Additional Trips to Site	4 trips @ \$893/trip		4	\$ 893	\$ 3,572
Total					\$ 29,386



Memorandum

To: Town Council

From: Town Administrator Sara Irvine

Date: April 29, 2022

Subject: Republic Services contract renewal – Action requested: approve renewal rates for three-year contract extension

The town council discussed Republic Services contract during the January regular council meeting. At that time, the council did not choose to go out for new bids for solid waste services. I asked Mary Boyer about getting a recycle rebate. She stated that the contract I was referring to was one from before the recycle overhaul. She reported that they no longer offer that.

Town staff has received the new rates and proposed increases for the renewal term of three years beginning October 2022.

Type of Fee	2019 Contract	Current Rate	Renewal 2022
Residential	17.01	18.05	18.95
Commercial/Yard	6.94	7.36	7.73
Increase	3% annual		5% annual

Town 2021-2022 Budgeted Residential garbage/recycle fee = \$19.00

**CONTRACT FOR
RESIDENTIAL CURBSIDE
AUTOMATED SOLID WASTE SERVICE
AND
BASIC RECYCLING SERVICE**

**BETWEEN THE
TOWN OF LAKE HAMILTON**

**AND
REPUBLIC SERVICES OF FLORIDA,
LIMITED PARTNERSHIP**

Final Solid Waste Contractor Agreement

SECTION 1
DEFINITIONS

1. **Automated Solid Waste Service** shall mean fully automated collection vehicle that lifts and dumps containers directly from one or both sides of the truck into the body of the truck.
2. **Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including but not limited to inoperative and discarded white goods, furniture and similar domestic goods.
3. **Contract Administrator** shall mean the Town Administrator of the Town of Lake Hamilton or the Town Administrator's designee.
4. **Contractor** shall mean the individual, firm or corporation who or which agrees to perform the work or services as set forth in the contract proposal and contract agreement.
5. **Excluded Waste** shall mean any and all debris or waste products generated by land clearing, building construction or alteration, and waste or materials deemed by the Contract Administrator to be hazardous waste, and all materials that may not be disposed at the Polk County Landfill.
6. **Franchise Fee** shall mean the amount of money for which the Contractor shall be obligated to the Town for the privilege of providing refuse collection service to customers within the Town, and to refund to the Town for billing and contract monitoring services. The fee is 15% of residential revenues of the Contractor's gross revenue. The fee is to be paid on a monthly basis to the Town.
7. **Garbage** shall mean food waste and discarded materials which are containerized. All garbage shall be containerized and not commingled with yard waste. Garbage shall not include any material that falls within the definition of excluded, special, or yard waste.
8. **Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, boxes soda and beer cans, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
9. **Multi-Family Dwelling Units** shall mean any building containing more than two permanent living units.
10. **Performance Bond** shall mean the form of security approved by the Town and furnished by the Contractor, as a guarantee that the Contractor will execute the work in accordance with the terms of the contract and will pay all lawful claims.
11. **Poly Cart** shall mean wheeled container with a maximum capacity of 95 gallons with a tight fitted lid constructed of injection molded polyethylene designed for automated or semi-automated solid waste collection systems.
12. **Recycling Carts and Bins** shall mean a container which holds recyclable materials.
13. **Recyclable Materials** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. The materials initially designated are mixed papers, aluminum cans, foil and pans, plastic containers #1 through #7 (except Styrofoam), glass bottles and jars, gable-topped containers, aseptic containers, corrugated cardboard, kraft bags and steel and ferrous cans.
14. **Special Wastes** shall mean solid wastes that can require special handling and management, including but not limited to, commercial tires, used oil, lead acid batteries, construction and demolition debris, ash residue, yard trash and biological waste.
15. **Surety** shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the contract.

16. **Town** shall mean the Town of Lake Hamilton, Florida, a municipal corporation, acting through the Town Council or Town Administrator, or official designated by the Town Administrator as the case may be.

SECTION 2

SCOPE OF CONTRACTOR'S WORK

A. AUTOMATED SOLID WASTE SERVICE

1. The Contractor shall collect garbage from residential units utilizing a fully automated garbage service with 95-Gallon Poly Cart wheeled container not less than one (1) time per week, with collections at least six (6) days apart and not on a Friday.
 - a. The service will be restricted to the collection of household garbage utilizing 95-gallon poly cart wheeled containers with fully automated solid waste collection. Contractor shall provide each residential unit one (1) 95-gallon poly cart that will be uniform in color. Additional 95-gallon poly carts shall be provided by the Contractor at no cost to the customer if determined by the Town a need for the additional cart. SHOULD WE CHARGE?
 - b. The Contractor, upon request of the owner or occupant and upon approval from the Town, shall provide a 65-gallon container to residents determined unable to use the larger container.
 - c. The Contractor will supply and replace at his expense any carts damaged through fault or negligence of Contractor or his employees; stolen carts, broken, misplaced or damaged throughout the term of the contract. The Contractor will be responsible for all maintenance and replacement within five working days (by next pickup).
 - d. Garbage must be securely bagged and placed in the provided poly cart. Garbage shall be collected within five (5) feet of the street (curbside). Occupants shall not place materials in the street. The Contractor shall notify occupants with handicapped status that they shall be eligible for non-curbside pickup, at no additional cost to the residents.
2. The Contractor shall also provide **Curbside Residential Recycling Collection Service** in the town limits of Lake Hamilton. Each resident shall receive one (1) recycling cart or bin, which will be serviced the same day as the garbage collection. Additional carts or bins may be requested.
3. The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an inverted position where they are found. This work shall be done in a sanitary manner. Any spilled containerized garbage shall be picked up immediately by the Contractor.
4. Bulk items, such as household furniture and appliances, shall be removed from each residential unit one (1) designated day per week. Collection may occur on the same day as the garbage pick-up between the hours of 7:00 a.m. and 7:00 p.m. Collection shall not occur on Monday or Friday. These collections days are subject to change as determined by Town Administrator and contractor.
5. In addition to the regular weekly service, the contractor shall conduct two (2) "clean-up" each year in the spring and fall. At such time all residential waste deposited curbside, including automobile tires without rims and without limit as to size, shall be collected, except for excluded materials and special wastes as defined in Section One. The collections shall be scheduled at a time to be mutually determined by the Contractor and the Contract Administrator. The Contractor shall be responsible for notifying the Town of the special clean ups at least fourteen (14) days in advance. There shall be no additional charge to the residents or to the Town for clean-up. In addition, the contractor will work with the Town when certain areas need to be cleaned up or during special events. Dumpsters and/or poly cars will be provided at no charge at the discretion of the Town Administrator or her/his designee.
6. The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of garbage and waste, which may be caused by various reasons, including, but not limited to, storms and other acts of God. This additional work-load will not be considered as adequate justification for failure of the Contractor to maintain the required collection

schedules and routes. However, in the event of a major storm or hurricane, the Contractor is entitled to submit an estimate of the cost of cleanup to the Town for approval by the Town Council and modification and/or amendment of the contract between the Town and the Contractor.

7. The Town grants to the Contractor the exclusive right and obligation to provide solid waste collection within the Town of Lake Hamilton, except for roll-off containers and builders who may remove waste from their own construction activities.
8. The Town reserves the right to revise the levels of service as described in Section 2 (A)(1) after providing sixty (60) days notice to the Contractor and upon mutual agreement of both the Contractor and the Town. This service adjustment may be made solely at the Town's discretion.

B. PARKS, PICNIC AREAS, PROPERTY OWNED, LEASED, RENTED AND CONTROLLED BY THE TOWN OF LAKE HAMILTON

The Contractor shall provide containers and collection service to all Town facilities as determined by the Town Administrator. These containers shall be collected as needed, at no cost to the Town. The following is a list of Town facilities with container sizes and collection frequency. Changes to locations may be designated at the sole discretion of the Town Administrator.

<u>Facility/Location</u>	<u>Size</u>	<u>Times/Week</u>
Town Hall, 100 Smith Avenue	4 yard dumpster	1-pick up
Public Works/201 Center Street	4 yard dumpster	1-pick up
Sample Park	2 yard dumpster	1-pick up
Bruce Martin Ball Field	2 yard dumpster	1-pick up
Gunter Park	4 yard dumpster	1-pick up
Water Treatment Plant	1-95 gal wheeled	1-pick up
Detour Road Ballfield	2 yard dumpster	1-pick up

SECTION 3 **SCHEDULE AND ROUTES**

A. IN GENERAL

The Contractor shall abide by the routes and schedules provided with the proposed documents. The Town reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways, inside the Town in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of street or bridges. The contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this contract shall be notified by the contractor of the schedules provided with, but not limited to, a newspaper of general circulation in the Town of Lake Hamilton. Additional forms of notification may include door hangers, radio announcements, or another method approved by the Town Administrator. Any and all route and/or schedule changes shall be approved by the Town Administrator. Written notice of changes in schedules shall be furnished to customers by Contractor, at least ten (10) days prior to the actual change in routes or schedules.

B. HOLIDAYS

On those days when the disposal site generally used by the Contractor is closed in commemoration of a holiday, the Contractor shall reschedule the collection of that day's routes within that week. The Contractor shall notify customers of this rescheduling two (2) weeks in advance. Notification shall be provided, but not limited to, notification in a newspaper of general circulation in the Town

SECTION 4 **DURATION OF CONTRACT – COMMENCEMENT OF WORK**

1. The term of the Agreement shall be for a period of three (3) years, with work commencing October 1, 2019 and terminating September 30, 2022 with a three (3) year renewal option, unless terminated or breached at an earlier date.
2. The Contractor must commence work on the date and year entered in Section 4(1). Failure to commence work on the specified date will result in forfeiture of the bid bond or the performance bond.
3. The initial term of this contract may be extended at the discretion of the Town and the Contractor for up to one (1) additional term of three (3) years. This provision shall be self-executing. If the Town chooses not to exercise its right to a three (3) year extension, the Town shall notify the Contractor in writing not less than 120 days prior to the expiration of the initial term, of the Town's intention not to extend the term.

SECTION 5

CONTRACTOR'S RELATION TO THE TOWN

A. CONTRACTOR AS INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated Town officials, and that the Contractor is in no respect an agent, servant or employee of the Town. The contract specifies the work to be done by the Contractor. Contractor must have 10 years of experience servicing a residential franchise of at least 1,200 homes.

B. SUBLETTING CONTRACT AND CHANGES IN OWNERSHIP

The contract, or any portion thereof, shall not be sublet except with the prior written consent of the Town Council which may be withheld for any reason. Changes in the composition of more than twenty-five (25%) of the ownership of the Contractor shall be treated as a contract sublet. No such consent will be construed as making the Town a party of or to such subcontract, or subjecting the Town to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this Contract, and despite any such subletting; the Town shall deal through the Contractor. Subcontractors will be dealt with as workmen and representative of the Contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor. The Contractor will be held responsible for the actions of any subcontractor employed or retained by the Contractor.

C. SUPERVISION OF CONTRACT PERFORMANCE

The contractor's performance of this contract shall be supervised by the Town Administrator or some other official of the Town designated by the Town Administrator, and the Contractor shall be so notified in writing by the Town Administrator. If at any time during the term of the contract, the Town Administrator determines that the performance of the Contractor is not satisfactory he/she shall notify the Contractor of the conditions and the facts. The Contractor, upon notification by the Town Administrator, shall within three (3) days increase the force, tools and equipment as needed to properly perform this Contract. The failure of the Town Administrator to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and the manner specified by this Contract.

D. TOWN ADMINISTRATOR TO BE REFEREE

To prevent misunderstanding and any litigation, the Town Administrator or his/her designated representative, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor. The Town Administrator will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Town and the Contractor. The Town Administrator shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract; and his or her findings and conclusions shall be final and binding upon both parties.

E. INSPECTION OF WORK

The Contractor shall furnish the Town Administrator of his/her authorized representative with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the contract. The contractor shall designate, in writing, the person to serve as agent and liaison between his/her organization and the Town. He may designate himself to so serve. The Town Administrator may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contract shall admit members of the Town Council and other authorized representatives of the Town to make such inspections at any reasonable time and place.

F. DISAGREEMENTS – PROIVSIONS OF SERVICE

It is recognized that disagreements may arise between the Town and the Contractor with regard to collection of certain items due to interpretation of the specific language in the contract.

In the event a disagreement arises and refuse needs to be collected and disposed of, the Town Administrator or his/her authorized representative may notify the Contractor of the location of the refuse which has not been collected due to disagreement between the Town and the Contractor, and it shall be the duty of the Contractor to remove all such refuse within four (4) hours of the notice. Should the Contractor fail to remove the refuse, the Town will remove the refuse and the Town shall deduct costs incurred from the next scheduled payment. Notwithstanding the foregoing, Town will not fine Contractor, declare Contractor in default, or deduct costs from Contractor's fees where refusal to collect is due to Carts containing (a) Excluded Waste, or (b) in the case of Recyclable Materials, containing non-Recyclable Materials.

The Contractor's obligation to perform the work described herein shall continue in the event of any strikes, labor disputes, work stoppages or disagreement or problems involving the Contractor's employees.

G. TOWN NOT LIABLE FOR DELAYS

It is expressly agreed that in no event shall the Town be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the Town has no control.

H. TAXES

The Contractor shall pay all federal, state and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and other items necessary to and in the performance of this contract.

I. FRANCHISE FEE

The Contractor shall be obligated to the Town a franchise fee in the amount of 15% of residential revenues of the Contractor's gross revenue. The fee is to be paid to the Town on a monthly basis and can be paid by ACH directly to the Town's bank account on authorization of the Town Administrator.

J. SCHEDULE OF PAYMENTS

For and in consideration of the services to be performed by the Contractor pursuant to this agreement, the Town agrees to make monthly payments to the Contractor based on the Town's utility billing registers for in town limits residential water customers.

K. BILLING FOR RESIDENTIAL SPECIAL PICK UPS AND COMMERCIAL ACCOUNTS

The Town shall bill each occupied residential unit for service rendered at the end of each month. Said billing and payment shall be based upon the occupied residential units being serviced during the billing cycle. The method of billing will be determined by the Town. Special handling charges for bulk pickups shall be billed by

the Contractor. Commercial accounts will be billed by the contractor.

L. SERVICE INITIATION, TERMINATION OR CHANGE

Residential customers shall initiate and disconnect services by contacting at Town Hall.

M. RATE INCREASE OR RATE DECREASE

The rate increases or decreases during the term of the contract shall occur for the following reasons:

1. Tipping fee. Within thirty (30) days of receipt of notice of an increase or decrease in the disposal charges at the landfill, the Contractor shall notify the Town of such increase or decrease and provide the Town with the unit rate increase or decrease required to pass this increase or decrease to the customers. The Contractor shall submit documentation to the Town detailing the monthly amounts of refuse being transported to the landfill, by class of customer, and shall calculate the rate increase or decrease in the following manner:

Rate Change = $[(LV \times NTF) - (LV \times OTF)]/NC$; where LV is the volume of waste disposed at the landfill for each customer classification; OTF is the original tipping fee; NTF is the new tipping fee; and NC is the number of customers in the billing classification.

2. The contractor may petition the Town Council for a rate increase and must petition for a rate decrease, on a quarterly basis for substantial and unusual increases in the cost of doing business arising from (a) revised laws, ordinances or regulations, (b) any third party or municipal hauling Contractor or disposal or recycling facility being used; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operations changes (i.e., a major bridge closure); or (e) changes in costs due to a Force Majeure event. Any such petition shall be accompanied by an analysis, prepared by a certified public accountant (or other financial advisor acceptable to the Town) and certified as to accuracy and for compliance with GAAP, of the pre-tax cash on cash impact of said unusual increase or decrease on the expenses (or decrease), and its proportional impact on the Contractor's cost of doing business. The analysis shall be accompanied by not less than six (6) months actual financial data of the business. Due to a Force Majeure event reciprocal excuse of performance or any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance under this Agreement during the term of such event and for a reasonable time thereafter. For Company, this shall include performance at the current pricing levels and, for City, this shall include payment to Company if the mechanisms of payment for City or its financial institution have been disrupted. The collection or disposal of any increased volume resulting from a flood or similar or different Act of God, except for a hurricane, over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company shall notify the City and the City and Company shall negotiate the additional payment to be made to Company if deemed necessary. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

3. Bid prices shall remain firm for the first twelve (12) months of this contract. Thereafter, annually on the effective date of this Agreement, the rates shall be increased by a fixed percentage of three percent (3%).

At such time as the Contractor requests a rate increase or decrease pursuant to the above paragraph, the Town franchise fee shall be adjusted simultaneously using the same formula.

N. OPERATION DURING DISPUTE

In the event the Town has not cancelled the Contract in accordance with the terms provided above and there remains a dispute between the Contractor and the Town, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees that in the event a suit is filed for

injunction or other relief to continue to operate the system until the final adjudication of such suit by the court.

SECTION 6

QUALITY OF SERVICE

A. CHARACTER OF WORKMEN AND EQUIPMENT

The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel employed by the Contractor; and the contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the Town. All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be careful and competent. The Contractor shall also provide uniforms for all of its employees. All employees used by the Contractor during the terms of this Contract shall meet qualifications that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case or in any circumstances will the employees conduce themselves negligently, disorderly or dishonestly in the due and proper performance of the employees' duties. The Contractor shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Contractors' employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, in an inverted position and anything spilled shall be picked up immediately by such employee. No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment, such as, but not limited to, larceny, aggravated battery, or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years, shall be employed by the Contractor to work in the Town.

Notwithstanding the foregoing, Contractor shall not be responsible for normal wear and tear to driving surfaces from Contractor's vehicles.

B. COOPERATION OF CONTRACTOR REQUIRED

The Contractor shall cooperate with authorized representatives of the Town in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. The Contractor shall have at all times a competent and English speaking representative on the work authorized to receive orders and to act for him in the case of his absence. The Contractor shall assign a supervisor to work in the Town during all hours of Contractor's operation in the Town limits. The Contractor's supervisor would be available to the Town's Contract Administrator at all times during normal working hours.

C. HANDLING COMPLAINTS

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. All customer complaints shall be directed to the Contractor, who will be required to maintain an office during normal work hours and have a local telephone number and designated email to said office.

In order that the Town may be informed of the quality of service, the Contractor agrees to maintain a record of all complaints for inspection by the Town when requested.

All accidents or any property damage within the Town limits shall be reported to the Town's Contract Administrator within four (4) hours of accident or property damage, with a follow-up report of action taken.

D. CUSTOMER AND OPERATIONAL INFORMATION

The Contractor at the Contractor's expense shall provide each residential customer with a condensed version, approved by the Town, of rules and regulations for refuse collection. Said condensed version shall outline annually, rates and obligations of the customer and Contractor, according to terms of this Contract.

The Contractor shall provide monthly reports to the contract Administrator regarding the tonnage of residential

garbage collected within the Town by route per month and the tonnage of recycling collected by commodity by route per month, recycling participation rates and any other information required by the Town, County or State of Florida to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Fund. All monthly reports shall be submitted to the Town's Contract Administrator no later than the tenth (10) day of each month.

The Contractor shall be required to appear before the Town Council on a semi-annual basis to discuss solid waste issues. Such appearance shall be scheduled through the Town Administrator's Office.

E. GUARANTEES OF PERFORMANCE

Surety Bond: The Contractor hereby deposits with the Town a performance bond in the amount of one hundred percent (100%) of the total annual bid as a guarantee to the Town of faithful performance under the terms of this contract. This performance bond shall be written by a company with a Class 9, A higher financial rating as shown in Best's Key Rating Guide.

SECTION 7 **EQUIPMENT**

A. AMOUNT

The Contractor shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained. At the execution of this contract, all vehicles to be used in the Town shall be no more than eight (8) years old. All equipment and vehicles added to the fleet during the duration of this Contract shall be new. If the contractor is a new provider for this service to the Town, they shall provide new garbage bins on wheels with attached covers.

B. CONDITION

Equipment is to be maintained in a reasonable, safe, working condition, to be painted uniformly, the company name, telephone number and the number of the vehicle printed in letters not less than three inches (3") high, on each side of the vehicles shall be numbered and a record kept of the vehicles to which each number is assigned. The Contractor shall provide to the Town's Contract Administrator a list of the truck numbers identifying the routes to which they are assigned and shall keep the list current. The Contractor shall also provide the Contract administrator a quarterly maintenance report by truck number identifying service and repairs made each day for each vehicle. The Town reserves the right to request monthly reports if it deems it necessary for the administration of this contract. No advertising shall be permitted on vehicles.

The Contractor is required to keep collection vehicles and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Contractor shall make sure that all trucks are washed and cleaned and sterilized inside and outside at least once per week. The Contractor shall make sure that all refuse containers are kept in a sanitary condition. All containers shall be watertight except where the Town has approved otherwise.

The Contractor will submit to Town Administrator for the Town's approval a schedule showing how the change-out of containers is to be accomplished during the Contract term.

C. OPERATION

Each non-packer trash vehicle shall be equipped with a cover which may be net with mesh not greater than one-and-one-half inches (1 ½"), or tarpaulin or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Contractor's vehicle for any reasons, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made

necessary by loading operations and shall move with traffic flow.

D. AESTHETIC APPEARANCE OF DUMPSTERS

The Contractor shall permit the property owner or the property owner's agent to paint the exterior of the dumpster for purposes of enhancing the aesthetic appearance so long as the owner or owner's agent has the written approval of the Town Cero for such purposes.

SECTION 8

EMPLOYMENT AND WORKING CONDITIONS

The Contractor shall comply with all applicable state and federal laws relating to wages and hours and all other applicable laws relating to the employment or the protection of employees now or hereafter in affect. The Contractor is required and hereby agrees by accepting this Contract to pay all employees not less than the federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time. Contractor also agrees that upon written request, the Contractor will provide the Town all information and policies, whether written or oral, relating to the wages or terms and conditions of employment for employees in the service of the Contractor under this Contract. Contractor must provide proper Health Benefits to its employees to ensure a stable work force.

SECTION 9

DISPOSAL OF REFUSE

The Town will not be responsible for disposal fees charged by the county or other disposal operator for the Contractor to use the facility. Except to the extent a violation results from Excluded Waste or a third party's disposal actions, the Contractor is responsible for disposing all collected waste in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste.

SECTION 10

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide by all applicable federal, state, county and Town laws and regulations including federal, state, county and Town laws and regulations relating to hazardous substances. Except to the extent a violation results from Excluded Waste or third-party disposal activities, Contractor and his surety indemnify and save harmless the Town, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his subcontractors, or which may arise out of or resulting from operations under this Contract. This clause shall apply not only during the term of this Contract, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this contract and in the event the Town is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

SECTION 11

INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this contract and such insurance coverage has been approved by the Town Administrator, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

A. WORKERS COMPENSATION INSURANCE

The Contractor shall provide and maintain during the life of this Contract, Worker Compensation Insurance for all of its employees, who are employed in connection with the work; and in case the work is sublet, the Contractor

shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the unemployment compensation protection of his employees not under or otherwise protected.

B. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall provide and maintain during the life of this Contract, at its own expense, such public liability and property damage insurance as shall protect the contractor and any subcontractor performing work covered by this Contract, from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor, or anyone directly employed by the contractor or subcontractor, and the amount of such insurance shall be as follows:

Comprehensive General Liability Insurance: Also known as "Broad Form", covering general liability insurance, including but not limited to contractual products and completed operations and person injury, in an amount not less than Three Million Dollars (\$3,000,000) for injuries, including accidental death to any one person, and subject to the limit for each person, in an amount not less than Three Million Dollars (\$3,000,000) each occurrence and property damage insurance in an amount not less than One Million Dollars (\$1,000,000) each occurrence. In all such policies, the Town shall be named as an additional insured via blanket-form endorsement, at no cost to the Town.

Comprehensive Automobile Liability Insurance: The Contractor will provide coverage for all owned and non-owned vehicles in an amount not less than Three Million Dollars (\$3,000,000) for injuries, including accidental death to any one person, and subject to the limit for property damage insurance in an amount not less than One Million Dollars (\$1,000,000) each occurrence. In all such policies, the Town shall be named as an additional insured via blanket-form endorsement, at no cost to the Town.

C. PROOF OF INSURANCE

The Contractor shall furnish the Town Administrator, prior to the start of any operations under this Contract, satisfactory proof of coverage of the insurance required with an insurance company satisfactory and acceptable with the Town. Except Workers' Compensation, no policy is acceptable to the Town which can be canceled or materially changed by the insurer in less than thirty (30) days after the insured has received written notice of such cancellation provision of the policy. To be acceptable to the Town, each insurance certificate shall contain blanket-form notice of cancellation endorsements for the general liability and the auto-liability policies. Should the contractor fail to provide such insurance, the Town may secure the same, the cost of which shall be reimbursed to the Town by the Contractor.

SECTION 12 – TOWN HELD HARMLESS FROM INJURIES, DAMAGES AND CERTAIN OTHER ACTS OF THE CONTRACTOR

The Contractor and his surety hereby expressly bind themselves to indemnify and save the Town harmless from all suits or actions of every name and description brought against said Town for or on account of any injuries or damages received or sustained by any party or parties to the extent resulting from negligence or willful misconduct of said Contractor or his servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, , or on account of any claims or amounts arising or recovered under the workmen's Compensation Laws.

SECTION 13 – LIQUIDATED DAMAGES

Should the Contractor fail to perform in accordance with the provisions of this Contract and/or refuse to pay liquidated damages, upon receipt of notice from the Town, the Town shall, in addition to the amounts provided in other provisions of this Contract, be entitled to claim against the performance bond of the Contractor or deduct from the next regularly scheduled payment to the Contractor, the following amounts, not as a penalty but as liquidated damages for such breach of contract:

- A. Legitimate complaints – over fifteen (15) per month. Twenty-Five Dollars (\$25) each complaint plus Twenty-five Dollars (\$25) each day not handled.
- B. Failure to clean up spillage promptly from vehicles or after having emptied containers, whether on private or public streets, alleys, etc. One Hundred Dollars (\$100) each case.
- C. Failure to clean vehicles or change containers on schedule provided in Section 7. Twenty Five Dollars (\$25) each vehicle or container.
- D. Failure to keep vehicles closed or covered. Twenty-Five Dollars (\$25) each vehicle.
- E. Loaded vehicles left standing on the street unnecessarily. Twenty-Five Dollars (\$25) each vehicle.
- F. Failure to maintain schedules established and given as a requirement of this Contract, in writing, to the public and to the Town (Section on Schedules). Two Hundred Fifty Dollars (\$250) per violation of route schedule.
- G. Failure to close the doors to the container and/or screened enclosures. Twenty Five Dollars (\$25) per violation.
- H. Failure to return garbage containers to the place where they were picked up. Twenty-Five Dollars (\$25) each container per violation.
- I. Failure to provide required reports on the tenth (10th) day of each month or when otherwise due. Twenty-five (\$25) per day per report (amount doubles every five (5) days the report is not provided).
- J. Failure to keep assigned equipment in the Town on scheduled routes. Fifty Dollars (\$50) per day per piece of equipment.
- K. Failure to respond to complaint or request made by the Town in twenty-four hour period. Two Hundred Dollars (\$200) per complaint or request plus Fifty Dollars (\$50) per day the complaint or request is outstanding.

SECTION 14 – TOWN ORDINANCES

Nothing contained in any ordinance of the Town now in effect, hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this Contract.

SECTION 15 – AMENDMENTS

The Town shall have the right to amend this Contract from time to time as necessary to comply with federal, state and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) days of the Contractor's receipt of the written amended Contract. Amendments which are consistent with the purpose of this Contract may be made with the mutual consent, in writing, of the parties in accordance with the Town Charter and other applicable laws and ordinances.

SECTION 16 – SEPARABILITY

If any article or section of this Contract or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 17 - FUEL

At the first anniversary of the contract and on any anniversary thereafter the cost of diesel fuel may be increased or decreased in accordance with the following:

1. The price of fuel as of the bid opening date will be determined using fuel costs notated in OPIS Daily Rack Average
2. The successful vendor must submit a percentage of their bid price that is equal to the portion directly attributable to the cost of fuel only.
3. Should the price of fuel fluctuate by 15% or more, the percentage of the bid price directly attributable to the cost of fuel will be increased or decreased by the same fluctuation in price as determined by Energy Information Administration, Official Energy Statistics from the U. S. Government, EIA Lower Atlantic Fuel Table at the end of the applicable one (1) year term. The parties acknowledge and agree that the comparable price for rate fluctuation is the bid opening date.

SECTION 18 – EQUIPMENT

Except as otherwise provided herein, any equipment Contractor furnishes shall remain Contractor's property. The Town and customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The Town and its residents shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by the failure to provide access."

SECTION 19 – CHANGES IN MARKET CONDITIONS

If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may at its option and upon notice to Town (i) redefine acceptable and unacceptable Recyclable Materials, (ii) suspend or discontinue any or all Services, or (iii) dispose of the acceptable Recyclable Material (as currently defined) in a landfill and update the pricing to Town accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

PRICE PAGE**SERVICE****PRICE**

Automated Solid Waste Collection, Bulk, and Recycling **\$17.01 per resident per month**

Commercial Garbage Container per Cubic Yard rate: **\$6.94**

IN WITNESS WHEREOF, the Town and Contractor have agreed to and executed this contract, by and through their authorized representatives, on the 24th day of September 2019.

Witness:

Brittney Sandovalsoto
Town Clerk, Brittney Sandovalsoto

Town of Lake Hamilton
A Florida Municipality

By: Michael Kehoe
Mayor, Michael Kehoe

Republic Services of Florida, Limited Partnership

By: [Signature]
Name: TREY RICHARDSON
Title: GENERAL MANAGER

Witness: Mary Boyer
Mary Boyer, Municipal Manager
Republic Services of Florida, LP

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE RESIDENTIAL CURBSIDE AUTOMATED SOLID WASTE SERVICE AND BASIC RECYCLING SERVICE AND COMMERCIAL GARBAGE CONTAINER SERVICE FOR THE TOWN OF LAKE HAMILTON IN THE STATE OF FLORIDA


The undersigned, Secretary of **REPUBLIC SERVICES OF FLORIDA GP, INC.**, a Delaware corporation, the general partner (the "General Partner") of **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP**, a Delaware limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by written consent of the General Partner on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the General Partner, in its capacity as the General Partner of the Partnership, and to include the execution of related documents, in connection with the day-to-day business activities of the Partnership, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Partnership and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **TREY RICHARDSON** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Partnership as set forth in the foregoing resolution.

WITNESS MY HAND, this 4th day of June, 2019.




Eileen B. Schuler, Secretary

State of Florida

Department of State

I certify from the records of this office that REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP is a Delaware limited partnership authorized to transact business in the State of Florida, qualified on December 27, 1999.

The document number of this limited partnership is B99000000467.

I further certify that said limited partnership has paid all fees due this office through December 31, 2019 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of May, 2019*



Randy Be
Secretary of State

Tracking Number: 5396277680CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

RESOLUTION R-2022-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, POLK COUNTY, FLORIDA, REGARDING THE THIRD-PARTY SALE AND PUBLIC CONSUMPTION OF ALCOHOL ON TOWN PROPERTY DURING THE 2022 JULY CELEBRATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town normally hosts a July celebration for its residents in public areas; and

WHEREAS, the sale and consumption of alcohol is normally prohibited in the areas where the July celebration will be held; and

WHEREAS, the Town desires to allow limited third-party sale of alcohol by properly licensed and insured vendors and the public consumption thereof for the 2022 July event.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1.

The Town Council hereby waives and suspends the restrictions imposed in Chapter 4, Alcoholic Beverages, Section 4-2, Sales – Location Criteria, of the Code of Ordinances of the Town of Lake Hamilton, Florida during the hours of the 2022 July celebration on July 2, 2022, or such other date the event takes place, if needed, due to weather or other circumstances.

SECTION 2.

The Town Council hereby waives and suspends the restrictions contained in Chapter 18, Licenses, Permits and Business Regulations, Section 18-85, Alcohol and Food Vending or Consumption, of the Code of Ordinances of the Town of Lake Hamilton, Florida during the hours of the 2022 July, celebration, specifically: “The serving, selling or consumption of alcoholic beverages on the streets, rights of way, or in a public park is strictly prohibited,”
The remainder of Section 18-85 shall remain in effect.

SECTION 3.

Upon the conclusion of the 2022 July celebration, the provisions of this resolution shall expire automatically without further action of the Town Council.

SECTION 4. CONFLICTS.

All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY.

If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 6. EFFECTIVE DATE.

This Resolution shall take effect upon its approval and adoption by the Town Council.

INTRODUCED and PASSED at the regular meeting of the Town Council of Lake Hamilton, Florida, held this 3RD day of MAY 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	Yes	No
O'Neill		
Roberson		
Tomlinson		
Wagner		
Kehoe		

ORDINANCE O-22-19

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, SAID AMENDMENT BEING KNOWN AS AMENDMENT 22S07, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURAL TO RESIDENTIAL LANDS 5 FOR A 10.23 ACRE PARCEL OF LAND LOCATED APPROXIMATELY 640 FEET EAST OF SCENIC HIGHWAY AND APPROXIMATELY 1335 FEET SOUTH OF HATCHINEHA ROAD IN SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; AND TRANSMITTING SAID AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS AND INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes § 163.3161 through 163.3215, empowers local governments to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

WHEREAS, in exercise of its authority the Town Council has determined it necessary to adopt amendments to the Town's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Florida Statutes § 163.3184, the Town Council has held meetings and hearings on **Ordinance O-22-19**, the amendment to the Comprehensive Plan and made a part hereof; and, the meetings were advertised and held with due public notice, to obtain public comment; and having considered written and oral comments received during public hearings, find the amendment complete and appropriate to the needs of the Town.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS.

The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the Town Council as legislative findings and intent of the Ordinance.

SECTION 2. AMENDMENT OF THE COMPREHENSIVE PLAN.

The Town of Lake Hamilton Comprehensive Plan, Future Land Use Map is hereby amended as set forth in Exhibit "A"

SECTION 3. SEVERABILITY.

Should any section, paragraph, clause, sentence, item, word, or provision of this Ordinance be declared invalid, void, unconstitutional, or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

SECTION 4. SCRIVENER'S ERRORS AND INCORPORATION INTO COMPREHENSIVE PLAN

The Town Council intends that this Ordinance be made part of the Town of Lake Hamilton Comprehensive Plan, and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter", "Section", "Article", or some other appropriate word or phrase to accomplish incorporation into the Comprehensive Plan, and regardless of whether this Ordinance is ever included in the Comprehensive Plan, the Ordinance may be renumbered or re-lettered and typographical errors, scrivener's errors, and clarification of ambiguous wording that do not affect the intent may be corrected with the authorization of the Town Administrator without the need for a public hearing. by filing a corrected or recodified copy of same with the Town Clerk

SECTION 5. CONFLICTS.

All ordinances in conflict herewith are hereby repealed to the extent necessary to give this ordinance full force and effect

SECTION 6. EFFECTIVE DATE.

This amendment is considered a small scale development amendment per Florida Statue § 163.3187(1). The effective date of this plan amendment shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment may not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted small scale development amendment is in compliance.

INTRODUCED AND PASSED on first reading this 3rd day of May 2022.

PASSED AND ADOPTED on second reading this day of 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

Ordinance O-22-19

Page 3 of 4

BRITTNEY SANDOVALSOTO, TOWN CLERK

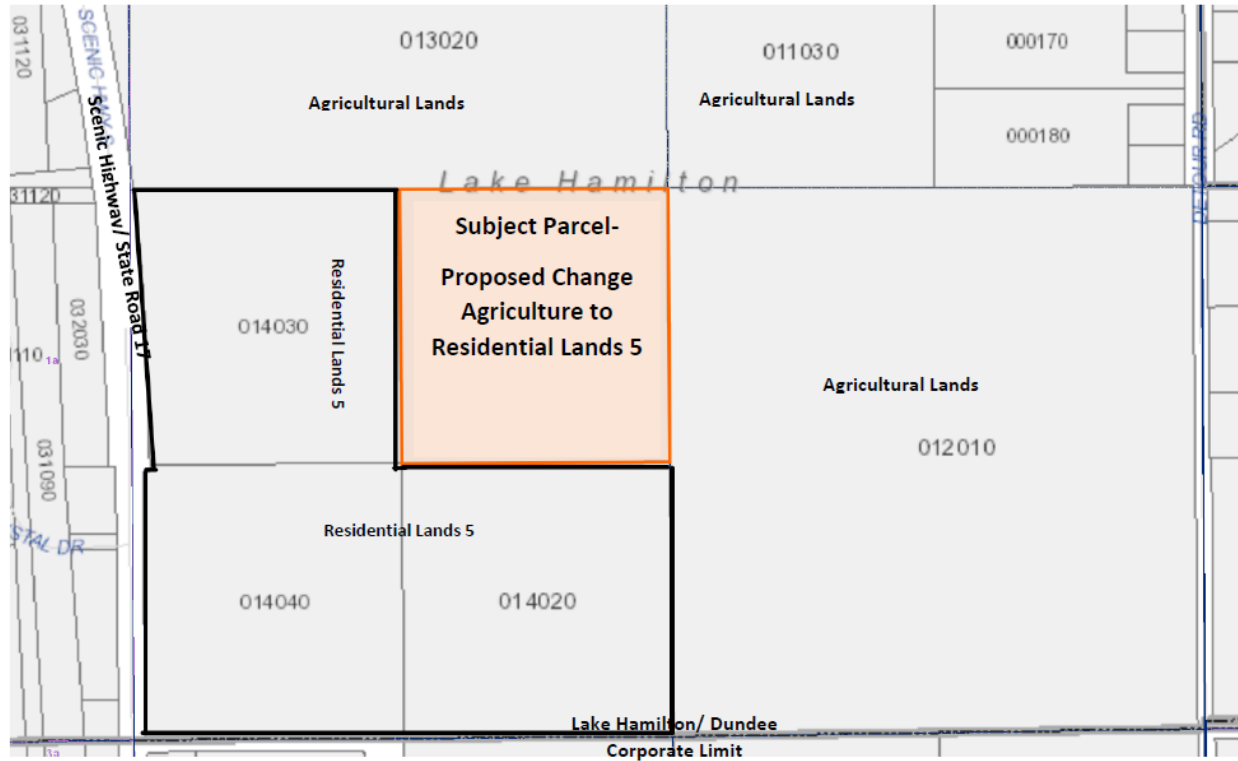
Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	Yes	No
O'Neill		
Roberson		
Tomlinson		
Wagner		
Kehoe		

Exhibit "A"

Proposed Future Land Use Map



ORDINANCE O-22-20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA, AMENDING THE LAKE HAMILTON CODE OF ORDINANCES, BY AMENDING ARTICLE II. SECTION 8-24 FEES FOR DUPLICATE SERVICES, PERMIT TRANSFERS, RE-INSPECTIONS, AND PLAN RE-SUBMITTALS, BY AMENDING SECTION 8-25 PERMITTING FEES, AND BY DELETING SECTION 8-64 PROVISION OF NUMERALS BY TOWN TO OWNERS OF STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Lake Hamilton adopted permit fees for building, electrical, plumbing, gas, and mechanical codes on April 3, 2012, that reflected the cost to the Town reviewing, issuing, inspecting and otherwise administering the codes; and

WHEREAS, the Building Department has conducted a review of the permit fees currently charged by the Town and recommends the permit fees contained herein as approximately the actual cost of the overall administration required by the Town Code of Ordinances.

ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1. AMENDMENT TO LAKE HAMILTON CODE ORDINANCES.

- (A) Section 8-64 of the Code of Ordinances of the Town of Lake Hamilton, Florida, is hereby deleted in its entirety.
- (B) Sections 8-24 and 8-25 of the Code of Ordinances of the Town of Lake Hamilton, Florida, are hereby amended and shall read as follows (~~strike through~~ language deleted, underline language added):

Sec. 8-24. Fees for duplicate services, permit transfers, re-inspections, and plan re-submittals.

The following fees shall apply to duplicate services, permit transfers, re-inspections, and plan re-submittals.

- (1) Duplicate Services.
 - a. Duplicate permit cards ~~\$10.00~~ \$15.00 per card.
 - b. Duplicate re-stamp of plans, energy calculations, truss engineering, and/or plot plans:
 - 1. First time: ~~\$10.00~~ \$30.00 per plan, ~~page, or set.~~
 - 2. Subsequent times: ~~\$14.00~~ \$45.00 per plan, ~~page, or set.~~

- (2) Permit Transfers. Fee to transfer a valid permit from one qualified contractor to another: ~~\$30.00~~ \$35.00.
- (3) Re-examination Fees. Fee for reviewing resubmitted plans, energy calculations, truss engineering, and/or plot plan changes to previously reviewed and stamped documents or requested by the application for residential property: Non-refundable. Up to 50% of Section 8-25 (a) "Permitting fee Schedule". Building Plans Reviewer has discretion.
- a. ~~First time: \$15.00 per plan, page, or set.~~
- b. ~~Subsequent times: \$30.00 per plan, page, or set.~~

Sec. 8-25. Permitting fees. Schedule of permitting fees: Building

~~(a) Total valuation permit fee.~~

(a) Permitting Fee Schedule.

Total Valuation	Permit Fees
\$1,000.00 and less	\$22.00
\$1,001.00 to \$50,000.00	\$22.00 for the first \$1,000.00, plus \$7.15 for each additional \$1,000.00 or portion thereof up to \$50,000.00.
\$50,001.00 to \$100,000.00	\$372.35 for the first \$50,000.00, plus \$6.33 for each additional \$1,000.00 or portion thereof up to \$100,000.00.
\$100,001.00 to \$500,000.00	\$630.25 for the first \$100,000.00, plus \$5.23 for each additional \$1,000.00 or portion thereof up to \$500,000.00.
\$500,001.00 and up	\$2,772.28 plus \$4.68 for each additional \$1,000.00 or portion thereof.

(b) Building Permit Fees.

- ~~New construction: as per building valuations data chart.~~ New Construction Valuation: As per the current ICC Building Valuations Data sheet
- Modification, alterations, repairs, etc.: As per Permitting fee schedule, subject to Section 108.2 of the Florida Building Code
- Site plan/ technical review: Board review fees shall be 50% of the Permit Fee Schedule or a minimum base fee of ~~\$11.00~~ \$15.00, for construction with a valuation of \$1,000 or less. Construction over \$1,000.00 up to \$50,000 shall require a minimum base fee of ~~\$11.00~~ \$15.00 plus \$3.71 for each additional \$1,000.00 or portion thereof in value. Construction over \$50,001.00 up to \$100,000.00 shall require a minimum base fee of \$192.64 plus \$3.06 for each additional \$1,000.00 or portion thereof in value. Construction over \$100,001.00 up to \$500,000.00 shall require a minimum base of \$145.54 plus \$2.61 for each additional \$1,000.00 or portion thereof in value. Construction over \$500,001.00 and up shall require a minimum base fee of \$1,388.34.00 plus \$2.33 for each additional \$1,000.00 or portion thereof in value. These fees are to be paid at the time of application and are non-refundable. All new industrial, institutional, church, and commercial construction and additions require a site plan/ technical review board review

(c) Electrical, Mechanical, Plumbing, and Gas Permit Fees.

1. New Construction (in association with a building permit) and mobile home setup Permits: \$82.50 each
2. Modifications, alterations, repairs, etc.: As per the Permitting Fee Schedule, subject to Section 108.2 of the Florida Building Code

(d) *Miscellaneous Permit Fees:*

1. Manufactured Home Setup: \$275.00 (Department of Community Affairs Sticker).
2. Moving a building or structure to outside town limits: \$137.50
3. Moving a building or structure from outside town limits to inside town limits: \$275.00
4. Moving a building or structure from lot to lot inside the Town limits: \$440.00
5. Demolition with a contract valuation of \$3,000.00 or less: \$110.00
6. Demolition with a contract valuation of \$3,000.00 or more: \$110.00 plus .005% for each additional \$1,000.00 or portions thereof. ~~A bond of ten percent of the contract price is required.~~
7. Temporary Structure (construction trailer or tents): \$110.00
8. Change of Occupancy: \$38.50
9. Temporary Electrical Pole: \$55.00
10. Signs (temporary with 30 day maximum every 6 months): \$55.00 (excludes yard signs)
11. Signs (permanent): per subsection (a) Permitting Fee Schedule
12. Signs (face change): \$40.00
13. Fences less than \$3,000.00: \$38.50
14. Fences greater than \$3,000.00: per subsection (a) Permitting Fee Schedule
15. All other types of construction: per subsection (a) Permitting Fee Schedule

(e) *Miscellaneous Permit Fees.*

1. Administrative fee: ~~\$22.00~~ \$30.00 (applies to all permits and is non-refundable)
2. Re-inspection Fee: ~~\$27.50~~ \$35.00 with Written Correction Notice
3. Working without a permit: \$82.50 or double permit fee per subsection (a) Permitting Fee Schedule, whichever is greater
4. Building Plan Review Fee: 50% of subsection (a) of Permitting Fee Schedule (non-refundable)
5. Building Plan Revisions: ~~\$17.37 per plan. Subsequent times: \$34.73.~~ Up to 50% of subsection (a) Permitting Fee Schedule (non-refundable). Building Plans Reviewer has discretion.
6. Site Plan Review Fee: 50% of subsection (a) Permitting Fee Schedule (non-refundable)
7. Duplications services of permit cards and building plans: ~~\$11.00 per card or plan. Subsequent times: \$15.40~~ \$15.00 per card.
8. Duplication services of plans: \$100.00 per plan
8. 9. Permit transfers: ~~\$33.00~~ \$35.00

SECTION 2. SEVERABILITY.

Should any section, paragraph, clause, sentence, item, word, or provision of this Ordinance be declared invalid, unlawful, or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

SECTION 3. CODIFICATION AND SCRIVENER'S ERRORS.

The Town Council intends that this Ordinance be made part of the Town of Lake Hamilton Code of Ordinances, and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" may be changed to "Section", "Article", or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance may be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent may be corrected with the authorization of the Town Administrator without the need for a public hearing.

SECTION 4. CONFLICTS.

All ordinances in conflict herewith are hereby repealed to the extent necessary to give this ordinance full force and effect

SECTION 5. EFFECTIVE DATE.

This ordinance shall become effective immediately after passage.

INTRODUCED AND PASSED on first reading this 3rd day of MAY 2022.

PASSED AND ADOPTED on second reading this day of 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	Yes	No
O'Neill		
Roberson		
Tomlinson		
Wagner		
Kehoe		



Memorandum

To: Town Council

From: Town Administrator Sara Irvine

Date: April 29, 2022

Subject: Key Action Items update

Department Staffing needs:

Police Department –The turnover continues in the police officer arena; however, Chief has viable candidates to fill vacant spots. He feels that once officers start to see the development construction, it will help with retention as then the town will have the need and revenue to support more than one officer per shift.

The current year budget includes 8 sworn police officer (including chief) and two admin positions.

The recommendation for next year is 10 sworn officers, which includes one supervisor and one officer per shift. In addition, as budgeted for this year, 2 administrative positions and one code enforcement position (PT now until new homes are built).

Building Department – Town Clerk Brittney Sandovalsoto proposes to keep the building inspection team as is for this year. Brittney is the main permit clerk of the town. She works with the Community Development department and the building inspection team to coordinate the building permit process from start to finish. However, all of us in the Admin/Clerk/CD departments help out with permitting when required. The town also employs a PT building official, Brian Wells and a PT building inspector, Brandon Borge.

Recommendations for next year are to add a new administrative position and continue to employee Brian and Brandon. Plus hire five (5) more parttime building inspectors/plan examiner positions to help out with the increase. These would all be non-benefit earning parttime positions. The town should plan to budget as if we were employing a FT building official to cover the increase in building services for next fiscal year.

Community Development – Doug Leonard felt that the town would be better served by trying to hire a lead planner rather than a Community Development director. This position has been posted on the

town's and FLC website for about a month. No applications have been received. I will post this job on the Planner's association website this week.

Recommendations: continue posting the senior planner job opening. Work with our consultants on reviewing and updating our development ordinances, applications, and processes.

Public Works – No new positions required for this year.

Recommendations:

2022-2023 – Lead Wastewater/Collections Operator

2023-2024 – Back up WWTP operator and Trainee for WTP

2024-2025 – Trainee for WWTP and FT Sanitation driver

Finance – The town continues to advertise for a finance coordinator.

Other Action Items:

- Developers – Staff continues to work on a new developer's agreement for Hamilton Bluff Wastewater Treatment funding assistance. I want to make sure we have a good document that will satisfy the needs of the town and the developer and not put the town in financial jeopardy. I have reached out the Florida League of Cities financial services to see what they can offer in assistance. I should hear back from them before the meeting. Angie continues to put an update. Sara and Angie are working on getting another meeting together with Cassidy Group on their future development requests. Angie and Doug continue to meet with other developers and provide them with the information they need to move forward. Those that want to develop are being informed of our wastewater availability and know that we will not have capacity until after 2024.
- Wastewater Treatment Plant – should be ready to bid by July 1st.

Town staff and consultants met last week to plan for SRF Septic to Sewer project and how to coordinate resident notification. Update at the May 10th meeting.

- Wolverine – I had a good meeting with the team last week. I believe we are able to get our surveyor and appraisal on property in order to view the equipment and land in order to finalize reports. After this is done, the council will need to decide how to proceed. I think a workshop would be in order.
- Water Use Permit – meeting with SWFMD. Pennoni needs more funding to do required water modeling. See previous agenda item.
- Expansion to the East – plan to lay lines, work with developers, talk to the county.
- Road Repavement Project – Chastain will require more funding to redesign based on Nathan's proposal.
- Sign and Billboard ordinance – second reading. Planning Commission continue to review suggested changes. Open house didn't have many participants.



Memorandum

To: Town Council

From: Town Clerk, Brittney Sandovalsoto, CMC

Date: April 27, 2022

Subject: Monthly Update.

We worked with Attorney Maxwell to update the utility fee Ordinance to include changes requested by the Council. This is on the agenda for second reading. If approved, we will be updating our fees and implementing those changes.

The draft permit fee ordinance was included in the packet with recommendations from Brian Wells, building inspector and myself. Attorney Maxwell reviewed and made changes and the final draft is what is being presented to Council.

The new work order system is up and running and it is now be utilized.

Ashley and I will be attending the Florida Association of Business Tax Officials conference virtually at the end of May to gain further knowledge regarding BTR's in Florida.

The Ridge League of Cities in June will be held in Lakeland. We are still waiting for the invitation to send out. Marlene will be receiving the Hometown Hero award for the fourth year in a row and we would like to have as many people go as possible to show our support. Please let me know if you would like to attend.

Other business as usual.

From the Desk of ...

Chief Michael Teague



04/26/2022

TO: Staff

SUBJECT: Council Report

March Items:

- 1 new Officer Luis is in Phase II of Training
- 2 applicants are in Polygraph Stage 1 full time and 1 reserve
- Sergeant Knecht has resigned
- Egg Hunt was a great success at Town Hall
- Touch A Truck Event has been Added for May 21
-

Michael Teague

Reserve Hrs	
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LAKE HAMILTON POLICE DEPARMENT

PO Box 126, 100 Smith Ave, Lake Hamilton, FL 33851

PHONE: 863-437-4711/ FAX: 863-439-1136

APRIL 2022 - MONTHLY ACTIVITY REPORT

	TOTAL CALLS	TOTAL ARRESTS
ABANDONED/ IMPOUNDED	1	0
ABANDONED / FOUND PROPERTY	2	0
ABDUCTION	0	0
AED ASSIST	0	0
ALARM	16	0
ANIMAL COMPLAINT	0	0
ANIMAL COMPLAINT - DOMESTIC	0	0
ANIMAL COMPLAINT - LIVESTOCK	1	0
ANIMAL COMPLAINT - WILDLIFE	0	0
ASSAULT	0	0
ASSAULT - AGGRAVATED	0	0
ASSIST OTHER AGENCY	4	0
ATTEMPT TO CONTACT	1	0
BATTERY	0	0
BATTERY - AGGRAVATED	0	0
BATTERY - DOMESTIC	1	1
BURGLARY - BUSINESS	0	0
BURGLARY - CONVEYANCE	0	0
BURGLARY - RESIDENTIAL	1	0
BURGLARY - STRUCTURE	0	0
CHILD ABUSE	0	0
CRIMINAL MISCHIEF	1	0
CRUELTY TO ANIMALS	0	0
CURFEW VIOLATION	0	0
CUTTING	0	0
DANGEROUS SHOOTING	1	0
DEATH INVESTIGATION	0	0
DIRECTED TRAFFIC ASSIGNMENT	7	0
DISABLED VEHICLE	2	0
DISTURBANCE - CIVIL	3	0
DISTURBANCE - FAMILY	0	0
DISTURBANCE - JUVENILE	0	0
DISTURBANCE - NOISE	4	0
DISTURBANCE - VEHICLE NOISE	4	0
DISTURBANCE - WEAPON	0	0
DISTURBANCE	1	0
DROWNING	0	0
DRUNK DRIVER	0	0
DRUNK PERSON	0	0

ESCAPED PRISONER	0	0
EXCITED DELIRIUM	0	0
EXTORTION	0	0
FELONY	0	0
FIGHT	0	0
FILING FALSE REPORT	0	0
FIRE	0	0
FIRE ASSIST	0	0
FIRST RESPONDER REQUEST	0	0
FRAUD/FORGERY/COUNTERFEITING/UTTERING	0	0
FUNERAL ESCORT	0	0
GAMBLING	0	0
GRAND THEFT	0	0
HARRASSING PHONE CALLS	0	0
HIT & RUN FATALITY	0	0
HIT & RUN INJURIES	0	0
HIT & RUN PROPERTY DAMAGE ONLY	0	0
HIT & RUN SERIOUS INJURY TO RESULT IN DEATH	0	0
HITCHHIKER	0	0
HIGHWAY OBSTRUCTION	1	0
IDENTITY THEFT	0	0
INDUSTRIAL ACCIDENT	0	0
INFORMATION	64	0
INJURED PERSON	0	0
INVESTIGATION	2	0
LAW ENFORCEMENT CALL	0	0
LEWD ACT	0	0
LITTERING	0	0
LOST PROPERTY	0	0
LOST/ABANDONED TAG OR DECAL	1	0
MAIL THEFT	0	0
MEDICAL ASSIST	0	0
MENTALLY ILL PERSON	0	0
MISDEMEANOR	0	0
MISSING / ENDANGERED PERSON	0	0
MOLESTING	0	0
MURDER	0	0
NARCOTICS VIOLATION	0	0
NATURAL DISASTER	0	0
OPEN DOOR / WINDOW	0	0
OVERDOSE	0	0
PATROL BUSINESS	742	0
PATROL REQUEST	4	0
PATROL RESIDENCE	1	0
PERIMETER CHECK	10	0
PETIT THEFT	1	0
POSS FIREARM BY FELON	0	0
PROPERTY DAMAGE NON-CRIMINAL	0	0

PROWLER	0	0
RESISTING OFFICER	0	0
RETAIL THEFT	0	0
RIOT	0	0
ROBBERY	0	0
RUNAWAY	0	0
SERVE CIVIL PROCESS	0	0
SEXUAL BATTERY (FAMILY,UNK,KNOWN)	0	0
SHOOTING/THROWING MISSILE INTO BUILDING	0	0
SHOOTING/THROWING MISSILE INTO VEHICLE	0	0
SHOOTING/ PERSON	0	0
SOLICITATION VIOLATION	0	0
SPECIAL DETAIL	8	0
STOLEN TAG / DECAL	1	0
STOLEN VEHICLE	1	0
STOLEN VEHICLE RECOVERED	0	0
SUBJECT STOP	1	0
SUICIDE ATTEMPT	2	0
SUSPICIOUS AIRCRAFT	0	0
SUSPICIOUS INCIDENT	10	0
SUSPICIOUS PERSON	4	0
SUSPICIOUS VEHICLE	7	0
TAMPERING	0	0
THEFT	0	0
TRAFFIC ASSIGNMENT	0	0
TRAFFIC COMPLAINT	5	0
TRAFFIC STOP	107	7
TRESPASSING	0	0
UNCONFIRMED EMERGENCY	7	0
VEHICLE CRASH	7	0
WORTHLESS CHECK	0	0
VIOLATION OF INUNCTION	0	0
WARRANT / CAPIAS ARREST	0	0
OVERALL TOTAL	1052	8

	TOTAL CITATIONS	TOTAL ARRESTS
CRIMINAL TRAFFIC	7	7
NON-CRIMINAL TRAFFIC	85	0
PARKING TICKETS	0	0
WARNINGS	49	0
OVERALL TOTAL	85	7

	TOTAL WGT / VALUE	TOTAL ARRESTS
Recovered Cannabis	14.300	0
Recovered Cocaine	0	0
Recovered Meth	0	0
Recovered Heroin	0	0

Recovered Pills	0	0
Seized Currency	0	0
Based on Property received in Prop Room and not marked Dispo=COR Action=FX		

Monthly Proficiency Reports -April 2022
Lake Hamilton Police Department
Patrol

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Year to Date	Same Month Last Year	(+ / -) (%)
Patrol															
Calls	1045	1095	1193	794									4127	1460	(-) 46%
Lima	44	29	38	33									144	34	(-) 03%
Warrant Arrest	2	0	0	0									2	1	(-) 100 %
Felony Arrest	0	1	2	0									3	1	(-) 100%
Misd. Arrest	6	8	5	8									27	3	(+) 63%
Total Arrest	8	9	7	8									32	5	(+) 38%
Cannabis	0	0	0	14.3									14.3	0	(+) 100%
Cocaine	0	0	0	0									0	0	(+) 0%
Methamphetamine	0	1.4	0	0									1.4	0	(+) 0%
Firearms	0	0	0	0									0	0	(+) 0%
Pills	0	0	0	0									0	0	(+) 0%
K2	0	0	0	0									0	0	(+) 0%
Traffic															
Citations	24	38	40	49									151	35	(+) 29%
Criminal Citations	4	7	5	6									22	2	(+) 67%
Warnings	142	96	89	47									374	83	(-) 43%
Crashes	11	8	5	4									28	16	(-) 75%
DUI	0	0	0	0									0	0	(+) 0%
DRE	0	0	0	0									0	0	(+) 0%
Deployments	0	0	0	0									0	0	
Apprehensions/Arrests	0	0	0	0									0	0	
Hours Trained	11	14	11	5									41	0	(+) 100%
Demos	0	0	0	0									0	0	
Searches	0	0	0	0									0	0	
Heroin	0	0	0	0									0	0	
Patrol Cont															
														0	(+)-0%
Seized Vehicles	0	0	0	0									0	0	(+)-0%
Deaths	0	0	0	0									0	0	(+)-0%
Seized Currency	0	0	0	0									0	0	(+)-0%



Memorandum

To: Town Council

From: Community Development Department, Doug Leonard & Angie Hibbard

Date: April 26, 2022

Subject: Monthly Update

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1. **USDA Water Distribution System Improvement Project** – Final closeout package has been submitted and we have submitted a request for the remaining \$47,000.09 to purchase a value exerciser and the USDA state engineer is reviewing it for possible approval.
 2. **Scenic Highway Septic to Sewer Project** – Staff is scheduling an open house with the residents to discuss the project and begin securing the temporary easements for the lateral connection work.
 3. **The Grand at Lake Hamilton** – Review of the project is on hold at the request of the engineer. We have heard no additional updates in the last 30 days.
 4. **Scenic Terrace South** – Construction of Phase 2 of the subdivision has begun by Tucker Construction and Phase 1 with Jr. Davis should begin in the next couple months.
 5. **Hamilton Bluff** – Staff has confirmed that Phase 1 and 2 Preliminary Plat and Site Development Plan submittal is complete and anticipate replying to the developer by 5.13.22.
 6. **Weiberg West** – Planning commission is recommending Comp Plan amendment for an additional 10 acres adjacent to this project. Staff has confirmed that Group 2 Preliminary Plat and Site Development Plan submittal is complete and anticipate replying by 5.13.22.
 7. **Feltrim Lakes** – Staff has received no additional information in the last 30 days.
 8. **Calvin, Giordano & Associates (CalGA) ongoing services** –
 - a. Staff is keeping CalGA in the loop on the status of projects.
 - b. **Scenic Highway Trail Master Plan** – Agreement was signed with Calvin, Giordano & Associates to pursue grant opportunities and design for this project
 9. **FRDAP** – Staff is expecting plans from a couple playground companies for design of playground equipment, shade, benches and picnic tables.
 10. **Water Use Permit Renewal** – Staff and Pennoni met with SWFWMD staff on several occasions to define additional information to submit. Meetings are going well.
 11. **Road Transfers with Polk County** – Meeting needs to be scheduled.

12. **Planning Commission** – Met in April to review request for a Comp Plan amendment on 10.23 acres adjacent to Weiberg West. Staff updated PC on the requested changes Town Council made at the sign workshop on March 29th.
13. **Retirement transition** – Position has been advertised for a Senior Planner.
14. **Annexations** – The Rubush Grove annexation was passed on second reading at the last meeting. Staff has been working to update the Census maps through their system.
15. **Sign Ordinance** – The Ordinance is before the council this evening for second reading. Staff held an open house with business owners in Lake Hamilton about the proposed sign changes. Planning Commission is continuing the review.
16. **Town Hall Landscaping Project** – Doug is coordinating the project and has the landscaping plans and detail from the previous grant. Staff is coordinating with SWFWMD for the Water Star certification and is working to keep the existing trees alive and growing until irrigation is completed.
17. **Community Planning Technical Assistance (CPTA) grant** – Staff worked with Merle Bishop to submit the grant for Master Design of the center of Town and connectivity. Deadline was April 11th, and we anticipate award of the grant to be announced late May or early June.
18. **Additional Development** – Staff is continuing talking with groups about several additional projects in Lake Hamilton, both commercial and residential.
 - a. Port 27 – Commercial
 - b. Rubush Groves Hwy 27 – Mixed Use
 - c. Tiki Hut – Commercial
 - d. Center of Hwy 27 on Lake Hamilton – Commercial
 - e. Quintana Group – Commercial
 - f. Chicago Ave Railroad – Commercial
 - g. Kitto Water Tank – Commercial
 - h. Kokomo – Residential
 - i. South Hatchineha – Residential
 - j. Carlson Grove – Single Family Residential