



## **CITY OF AVON PARK**

Highlands County, Florida

**110 East Main Street**

**Avon Park, Florida 33825**

March 18, 2015

Avon Park City Council  
110 East Main Street  
Avon Park, Florida 33825

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, March 23rd, 2015, at 6:00 p.m., in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julian Deleon", is written over a horizontal line.

Julian Deleon  
City Manager



# CITY OF AVON PARK

## Highlands County, Florida

### CITY COUNCIL REGULAR MEETING CITY COUNCIL CHAMBERS 123 E. Pine St., Avon Park, FL March 23, 2015 6:00 PM

**A. OPENING**

1. Invocation
2. Pledge of Allegiance
3. Roll Call

**B. CITIZENS/OUTSIDE AGENCIES**

**C. CONSENT AGENDA:**

4. Approve Regular Minutes, March 9, 2015
5. Emergency purchase of clarifier for WWTP
6. Approve lowest bid for window repairs at City Hall
7. Piggyback bid for Recreation Center flooring

**D. COMMITTEE REPORTS/ ATTY UPDATES/ ANNOUNCEMENTS/  
PRESENTATIONS:**

**E. ADMINISTRATIVE:**

8. P&Z Update on C4 Land use and Residential density
9. ABATE use of NASGRASS property
10. Analysis of the annual airport deficit accumulation
11. Ag Flying Services contract
12. "Bad Dog" Ordinance

**G. CITIZENS PARTICIPATION**

**H. ADJOURN**

Any person who might wish to appeal any decision made by the City Council of the City of Avon Park, Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the City Manager prior to the meeting.

C-4

**CITY COUNCIL REGULAR MEETING MINUTES**  
**Council Chambers – 123 E. Pine St., Avon Park, FL**  
**March 9, 2015**  
**6:00 PM**

**Members Present:** Mayor Sharon Schuler, Deputy Mayor Brenda Giles, Councilman Parke Sutherland  
Councilman Terry Heston, Councilman Garrett Anderson.

**Members Absent:** None

**Others Present:** City Manager Julian Deleon, and Administrative Services Director Maria Sutherland,  
Attorney Gerald T. Buhr, Members of Press and Audience.

Mayor Sharon Schuler called the meeting to order at 6:00 P.M. The invocation was given and the  
Pledge of Allegiance was recited. The roll was called and a quorum was present.

**CONSENT AGENDA:** City Manager, Julian Deleon, noted the items on the consent agenda. Council  
Minutes Regular Meeting February 23, 2015

**Motion** by Deputy Mayor Brenda Giles to approve regular Council Meeting Minutes of February 23,  
2015. Seconded by Councilman Parke Sutherland. Motion passed unanimously.

**COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS:**

**Proclamation: Relay for Life. “Paint the Town Purple” Dates** to be proclaimed March 14<sup>th</sup> thru the  
24<sup>th</sup>, to let the community know that the “Relay for Life”, will be March 28<sup>th</sup>. All they are asking from  
the City is dumpsters. **Motion** by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston,  
to approve the Proclamation as presented. Motion passed unanimously.

**FDOT funding update for District 1.** City Manager Julian Deleon went over the County’s decision not  
to fund any of the City’s transportation needs for the next 6 years.

**ADMINISTRATIVE:**

**Nasgrass Agreement:** James Reichenbach from the ABATE Organization, approached the podium to  
address the need of using the lawn mower racing property for overnight camping for the ABATE Event.  
He explained he would like to lease it from the City for 4 days. City Attorney went over the contract  
with Nasgrass. City Attorney Buhr requested that the ABATE attorney draft an agreement allowing the  
use of the property for overnight parking that the City could review.

**Senior Activities Center:** Air Conditioning Replacement Request: Councilman Terry Heston  
suggested that the Council get more information regarding the air condition, how old it is, etc. There  
was no motion made, Staff will get more information.

**Ordinance 14-15 Purchasing Manual Final Reading.** City Attorney Gerald Buhr read the title of the  
Ordinance into the record. Mayor Sharon Schuler opened the public hearing. Seeing no hands Mayor  
Sharon Schuler closed the public hearing. **Motion** made by Councilman Parke Sutherland, seconded by  
Councilman Terry Heston to approve Ordinance 14-15 as read. Motion passed unanimously.

**Donaldson Park Improvement:** City Manager stated that there had been a fire that damaged the large  
pavilion. He explained that we had the proceeds from the insurance, and it could be rebuilt. He would

like to re-engineer the existing concrete slab to create a staging area for public use. The Council agreed and told the City Manager to move forward with the plans.

**Applicability of C-4 upstairs residential housing in the Downtown District, and impacts on Brickell Building sales contract:** City Manager stated that Mayor Schuler had asked him to place this on the Agenda. Jennifer Codo-Salisbury approached podium regarding the downtown vision. She stated there was a Planning and Zoning workshop set for Tuesday at 5:00 PM. Mayor Schuler stated she had been getting a lot of phone calls from concerned citizens for selling the Brickell Building for less than we paid for it. She stated that the citizens that had been calling her did not want any more residential areas downtown. Councilman Parke Sutherland stated that he felt there were two issues being discussed. One with rezoning the downtown area and the second was selling the Brickell Building. He stated he had also had a lot of calls from concerned citizens regarding this issue. He felt maybe they should readdress this issue. Deputy Mayor Brenda Giles stated she had nothing but good feedback regarding selling the Brickell Building to the Housing Authority. Councilman Garrett Anderson stated he had voted against buying the building in the first place. Mr. Deleon also stated that he felt our impact fee policies had stopped businesses from opening downtown. Doris Miller addressed the Council regarding selling the Brickell Building. She stated that there had been a disagreement with the building across the street, why are we doing the same thing. Paul Miller addressed the Council regarding negative effects of rentals downtown. Larry Shoman from the Avon Park Housing Authority addressed the Council. Charles Devlin addressed the Council. He stated that his business was near the Brickell Building. Jean Jordon addressed the Council regarding the parking. Roger Gurganus addressed the Council. He thanked the Council for the job they were doing, he felt the City was in better shape than it had been in, in a long time. He also agreed that they should get a committee together to market the building more aggressively. Mayor Schuler felt that we did not need residential rentals downtown. City Manager stated that the City Clerk had looked up the minutes on a previous where all the Council unanimously approved to purchase the Brickell Building. The Council agreed to wait on feedback from the Planning and Zoning board workshop. Larry Shoman from the Avon Park Housing Authority stated that there would be no further work effort until disposition on the terms of the current agreement. Councilman Parke Sutherland stated he would like to have this issue put back on the Agenda for the next Council Meeting. City Manager stated that it could go for referendum on the upcoming election and then all the people could have a vote.

City Manager stated the Audit was coming along well. He stated the Airport was in good shape financially.

City Clerk stated that the Ag flying Service Contract was not available in time for this meeting.

Mayor Sharon Schuler stated the retirement party for Darrell Davis was on the 18<sup>th</sup>. She asked that the Council RSVP City Hall if they were planning on attending.

Meeting adjourned at 7:45PM

Attest

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Maria Sutherland, City Clerk

Sharon Schuler, Mayor

C-5

**Maria Sutherland**

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**From:** Julian Deleon  
**Sent:** Sunday, March 15, 2015 7:30 AM  
**To:** Maria Sutherland; Josh Turner; Bonnie Barwick  
**Cc:** Terry Heston; Garrett Anderson; Parke Sutherland; Brenda Giles; Sharon Schuler  
**Subject:** Authorizations for Emergency Clarifier Repairs (Consent Agenda)  
**Attachments:** Avon Park Clarifier Repair.pdf  
  
**Importance:** High

All,

(Maria, please include this under the consent agenda as a request from me to procure services under emergency basis. I have already asked the company to proceed with the work. The parts were ordered and should arrive this week.)

Attached is a proposal for \$31,000 to perform emergency repairs at the City's wastewater treatment plant clarifier. A crane is needed to completely remove an iron board walk which spans about 40 ft long by 7 ft wide, then disassemble the clarifier's 20" mechanism which has several 18" to 20" bearings which need to be replaced. The beads from the bearing failures could be spotted upon inspection.

More than 1/2 the funds quoted in the proposal will be spent purchasing proprietary parts from the manufacture vendor of the Clarifier, which also includes the oversized bearings. The remaining half is specialized equipment and labor to complete the work.

We tried shopping locally, but nobody wanted to tackle something of this magnitude. I considered the repair an emergency repair. I have never used this vendor before, but the factory which manufactured our Clarifier back in 1986 recommended them.

If the bearings are over 20 years in age, this type of a failure would be expected, given then clarifier runs over 75% of the year 24-hours per day. If you have any questions, please call me.

**From:** Jeff Nunn [<mailto:jeff@ranconllc.com>]  
**Sent:** Wednesday, February 18, 2015 10:38 AM  
**To:** Julian Deleon  
**Cc:** Chris Ruchti  
**Subject:** FW: Proposal for City Clarifier  
**Importance:** High

Sorry Julian- originally sent last Monday.



# PROPOSAL

7315 S. Indian River Dr. Fort Pierce, FL 34982

(772) 979-4314

[jeff@ranconllc.com](mailto:jeff@ranconllc.com)

Date: February 9, 2015

To: Julian Beleon  
City of Avon Park  
110 East Main St.  
Avon Park, FL 33825  
Project: WWTP Clarifier Repair

From: Jeff Nunn  
RANCON LLC  
7315 S. Indian River Dr.  
Fort Pierce, FL 34982

RANCON LLC offers the following scope and pricing for the proposed work at the Avon Park wastewater treatment plant.

We propose to replace the turntable and pinion gears on the existing clarifier including the following:

- Raise and crib clarifier mechanism to its original elevation.
- Shore clarifier bridge to provide support.
- Remove gear drive unit. Remove decking and turntable gear.
- Supply turntable and pinion gear from Lakeside Equipment.
- Upon deliver, install turntable gear. Replace pinion gear on drive unit. Replace decking and drive unit.
- Remove cribbing and shoring. Assist in the restarting and return to operation of the clarifier.

**For the Sum of \$30,800.00**

## Notes and exclusions:

Delivery from Lakeside Equipment of the turntable will be 10 days from acceptance of this proposal, with delivery of the pinion gear in 4-5 weeks. However, we are available to mobilize immediately to execute as much preliminary as possible in advance of the equipment arriving on site. We anticipate completion of the work within approximately three (3) days after receiving the new parts, barring discovery of additional existing components requiring attention (see below).

We assume that the clarifier floor will be cleaned of sludge for this work. We understand that there will be equipment supplied by the City to unload the new equipment upon delivery. We allow for the work and replacement parts as described above but realize that, in the course of working on an apparatus of this age, it is possible that other items may be discovered to require attention. We will notify City personnel immediately if and when such issues are uncovered, and any price adjustments, if applicable. We can address the leaking drive unit (gear reducer) in an amendment to this proposal, if desired.

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This proposal is offered subject to terms and conditions of a final contract agreement form to be issued by the parties. Prices and conditions are good for 30 days from date above. RANCON LLC reserves the right to change any part of this proposal based on information that may become available after the date above. The information presented herein is intended for the beneficial use of the "Customer" and may not be copied, dispersed or published without the written consent of RANCON LLC. This proposal is a professional work product.

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Thank you for the opportunity to offer this proposal. Please feel free to contact me if you have any questions.

Respectfully Submitted by,

**Jeff Nunn**  
Managing Director  
Rancon, LLC

C-6

Agenda Item Summary  
March 23, 2015

**Subject:** Window replacement at City Hall (2<sup>nd</sup> Floor)

**Item No.**

**Placed on Agenda by:** J. Deleon

**Total Amount of Project:** \$29,950

**Account Number:**

**Staff Review:** Yes

**Attorney Review:** n/a

**Background:**

Last year, we replaced all windows which were completely rotted in the basement floor of City Hall. For this fiscal year, we budgeted approximately \$40,000 to replace the rotted, damaged windows on the first floor of City Hall. This is part of a maintenance and replacement plan to get some of the deferred, but yet critical items addressed at City Hall. If you visit city hall, please examine the readily visible rotted wood damage on the window frames. This is leading to humidity seepage inside the building; energy inefficiency through system loss, and water leakage problems, not to mention the impacts to the building with a possible hurricane.

The city manager prepared a bid specification which was publicly advertised. We received three sealed bids as summarized and available for inspection at City Hall:

- |             |          |
|-------------|----------|
| 1. Koch     | \$29,950 |
| 2. Stewart. | \$35,194 |
| 3. Canalis. | \$63,500 |



C-7

8162 Lowbank Drive
Naples, Florida 34109
(239) 793-8900
Fax (239) 643-8988
www.athleticresources.com

Wednesday, December 17, 2014

PROJECT NAME: Avon Park Recreation Center

PROPOSAL #: SC5598

PROJECT MANAGER: Steve Cunningham

PAYMENT TERMS: (1.) Credit approval

FOR DELIVERY / COMPLETION: 2015

ATHLETIC RESOURCES, INC. will provide all new material as specified below. All work will be performed in a substantial and timely, workmanlike manner to the manufactures specifications. Any changes or deviations will be approved in writing.

SCOPE OF WORK:

Floor Removal

\$5,595.00

- 1. Remove and Dispose of Existing Rolled Vinyl and VCT Flooring
a. Approximately 8,610 Square Feet

Hardwood Maple Flooring

\$73,945.00

- 1. Deliver and Install ScissorLoc II Hardwood Maple Flooring System by Acer Sports Flooring
a. 6 Mil Polyethylene Vapor Barrier
b. 1/4" Performance Foam
c. Two Layers of 1 x 6 Dimensional Pine
d. 25/32" x 2-1/4" Third Grade MFMA Maple
e. Two Coats of Oil Based Sealer
f. Two Coats of Oil Based Finish
g. Painted Game Lines to Match Existing
h. Ventilated Cove Base
i. Courtedge Reducer Ramps by SafePath Products

EXCLUSIONS AND CLARIFICATIONS:

Owner will be responsible for adjusting the doors to fit the new flooring system.

Customer Initials

Wednesday, December 17, 2014

**PROJECT NAME: Avon Park Recreation Center**

**PROPOSAL #: SC5598**

**TERMS AND CONDITIONS**

- ANY AND ALL WARRANTIES ARE NOT IN EFFECT UNTIL RECEIPT OF PAYMENT IN FULL.
- COLOR SELECTIONS WILL BE MADE BASED ON MUFACTURERS STANDARD COLORS.
- ALL ELECTRICAL WORK AND FINAL CLEAN WILL BE HANDLED BY OTHERS.
- ADDITIONAL GAME LINES AND NON-STANDARD COLOR SELECTIONS MAY CARRY ADDITIONAL CHARGES.
- SUB-SURFACE MUST MEET MANUFACTURESRS TOLERANCES FOR MOISTURE CONTENT AND FLATNESS.
- ALL DIMENSIONS ARE SUBJECT TO FIELD CHECK FOR ACCURACY.
- THIS PROPOSAL DOES NOT INCLUDE LOCAL OR CITY LICENSING FEES, BOND, SPECIAL INSURANCE, BLEACHER REMOVAL / INSTALLATION, REMOVAL / TRIMMING OF DOORS OR REPAIR TO THE SUBFLOOR. CUSTOMER AGREES TO PAY SUCH COST IN ADDITION TO THE PROPOSAL PRICE SPECIFIED.
- THIS PROPOSAL DOES NOT HAVE ALLOWANCES FOR ANY RETAINAGE.
- THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN FIFTEEN (15) DAYS OF CONTRACT DATE.
- ANY DEVIATIONS FROM THE DETAILED SCOPE OF WORK MUST BE APPROVED IN WRITING.
- OWNER/CONTRACTOR TO PROVIDE TRASH RECEPTACLE AS A RESULT OF THE WORK OUTLINED IN SCOPE OF WORK.
- OWNER/CONTRACTOR TO PROVIDE ACCESS TO 208 V, 3 PHASE POWER.
- ALL INVOICES ARE DUE IN FULL AS OUTLINED IN PAYMENT TERMS. PROGRESS PAYMENTS WILL BE DUE UPON DELIVERY OF THE MATERIAL IN THE EVENT THE INSTALLATION DOES NOT IMMEDIATELY FOLLOW DELIVERY OF MATERIAL. IN THE EVENT ANY PAYMENTS ARE PAST DUE, THE ENTIRE CONTRACT AMOUNT SHALL BE DUE IN FULL.
- IN THE EVENT OF DEFAULT THE UNDERSIGNED AGREES TO PAY ALL COSTS OF COLLECTION AND REASONABLE ATTORNEY FEES, TOGETHER WITH COURT COSTS. THE LAWS OF THE STATE OF FLORIDA SHALL GOVERN THIS CONTRACT.
- ALL PAST DUE AMOUNTS SHALL INCUR A 1 ½% PER MONTH FINANCE CHARGE BEFORE AND AFTER JUDGEMENT UNTIL PAID IN FULL.
- I/WE HEREBY AUTHORIZE ATHLETIC RESOURCES, INC. AND/ OR ITS AGENTS TO SECURE A CREDIT REPORT AND AGREE TO THE RELEASE OF CREDIT INFORMATION BY CREDITORS. THIS AUTHORIZATION SHALL CONTINUE WITHOUT EXPIRATION AND A PHOTOCOPY OR FAX COPY SHALL BE GIVEN THE SAME EFFECT AS AN ORIGINAL.
- DELIVERY DATES ARE BASED ON MANUFACTURERS SCHEDULE; HOWEVER, WE HAVE NO CONTROL OVER MANUFACTURING DELAYS. ATHLETIC RESOURCES, INC. SHALL NOT BE HELD LIABLE FOR ANY MANUFACTURER OR FREIGHT DELAY.
- ALL CANCELED ORDERS SHALL INCUR A 75% RESTOCKING FEE.

**NOTE: NO CANCELLATIONS MAY BE MADE. IF CANCELLED, A 75% RESTOCKING AND PROCESSING FEE WILL BE CHARGED AT THE DETERMINATION OF ATHLETIC RESOURCES, INC. MONTHLY FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE ACCOUNTS AT THE RATE OF 1.5% PER MONTH. NO MATERIAL WILL BE ORDERED WITHOUT A SIGNED PROPOSAL AND CREDIT APPROVAL.**

**ACCEPTANCE:** \_\_\_\_\_  
**CUSTOMER SIGNATURE & PRINTED NAME**

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ATHLETIC RESOURCES:** John M. Kriegbaum, President **DATE:** 12/17/14  
**John M. Kriegbaum, President**



**BOARD OF COUNTY COMMISSIONERS**

Charlotte County, Florida  
 18500 Murdock Circle  
 Port Charlotte, FL 33948-1094

**VENDOR:** 033895  
 ATHLETIC RESOURCES, INC  
 8162 LOWBANK DRIVE  
 NAPLES, FL 34109

**PHONE:** (239) 793-8900      **FAX:** (239) 643-8988

**FOB Point:**  
 Terms: A/P Net 30 Days

**Req. Del. Date:**

**Special Inst:**

DATE
10/14/2014

PO NUMBER
2015000264

**SHIP TO:** TRINGALI RECREATION COMPLEX  
 PARKS & RECREATION DEPARTMENT  
 3460 MCCALL RD SOUTH  
 ENGLEWOOD, FL 34224

**Req. No.:** 2015000241

**Contact:** Sisk, Brenda  
**Confirming?** No

**Sales Tax Exemption Certificate:** 85-8012507862C-4  
**Federal Excise Tax Exemption Number:** 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		Bid #2014000418 Tringali Sports Flooring - renovate and install sports flooring at Tringali's Recreation Center Gymnasium.  The Contractor agrees to furnish and deliver all materials/ services as required by the Request for Bids for SPORTS FLOORING - TRINGALI RECREATION CENTER, in strict conformity with the provisions contained herein and in accordance with all related documents. The Bid Form submitted by Contractor dated 09/22/14 is hereby specifically made a part of this contract as if the same had been set forth at length herein. Please provide insurance requirements as defined within the bid.  Bid #2014000418, as awarded by the County Administrator on 10/09/14.  Please acknowledge receipt of this purchase order by return e-mail to carole.smith@charlottecountyfl.gov or fax to Charlotte County Purchasing Division @ 941-743-1384 Attention: Carole A. Smith, Senior Contract Specialist.  ***** PLEASE SIGN & RETURN***** Authorized Signature: _____  Name & Title of Above: _____		73,945.00

<b>BILL TO:</b>	Phone: 941-743-1378	<b>SUBTOTAL</b>
	Fax: 941-743-1384	<b>TAX</b>
		<b>FREIGHT</b>
		<b>TOTAL</b>

Project Number	Account Number	Amount	Project Number	Account Number	Amount
E c720702.820.19011.000	E 3001.794802.572.82.0001	73,945.00			

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

*Kimberly A. Corbett*  
 Authorized Signature



**BOARD OF COUNTY COMMISSIONERS**

Charlotte County, Florida  
 18500 Murdock Circle  
 Port Charlotte, FL 33948-1094

**VENDOR:** 033895  
 ATHLETIC RESOURCES, INC  
 8162 LOWBANK DRIVE  
 NAPLES, FL 34109

**PHONE:** (239) 793-8900      **FAX:** (239) 643-8988

**FOB Point:**  
 Terms: A/P Net 30 Days

**Req. Del. Date:**

**Special Inst:**

DATE
10/14/2014

PO NUMBER
2015000264

**SHIP TO:** TRINGALI RECREATION COMPLEX  
 PARKS & RECREATION DEPARTMENT  
 3460 MCCALL RD SOUTH  
 ENGLEWOOD, FL 34224

**Req. No.:** 2015000241

**Contact:** Sisk, Brenda  
**Confirming?** NO

**Sales Tax Exemption Certificate:** 85-8012507862C-4  
**Federal Excise Tax Exemption Number:** 59-77-0028K

Quantity	Unit	Description	Unit Price	Ext. Price
		Date: _____		

**BILL TO:** CHARLOTTE COUNTY PURCHASING  
 18500 MURDOCK CIRCLE  
 SUITE 344  
 PORT CHARLOTTE, FL 33948-1094

**Phone:** 941-743-1378  
**Fax:** 941-743-1384

<b>SUBTOTAL</b>	73,945.00
<b>TAX</b>	0.00
<b>FREIGHT</b>	0.00
<b>TOTAL</b>	73,945.00

Project Number	Account Number	Amount	Project Number	Account Number	Amount

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

*Kimberly A. Corbett*  
 Authorized Signature



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

## NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS  
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

**BID NO. 2014000418**  
**SPORTS FLOORING – TRINGALI RECREATION CENTER**

It is the intent of Charlotte County to secure the services of an experienced Contractor to install a wood gymnasium floor at the Tringali Recreation Center, which is located at 3460 North Access Road, Englewood, Florida 34224. The budget is approximately \$86,000.

There are no Local Licenses required to perform these services.

**PRE-BID CONFERENCE: 9:00 a.m. (EST), SEPTEMBER 5, 2014**  
**TRINGALI RECREATION CENTER (above address)**

**BID OPENING: 2:00 p.m., (EST) SEPTEMBER 17, 2014**  
**PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing) under "Purchasing Bids Online", document number 144182. Any questions can be answered by contacting Carole A. Smith, CPPB, Senior Contract Specialist at 941.743.1373 or email: [carole.smith@charlottecountyfl.gov](mailto:carole.smith@charlottecountyfl.gov).

Notice of Availability  
[www.charlottecountyfl.com](http://www.charlottecountyfl.com)  
Posted: August 25, 2014



## **Part 2: Discussion and Input regarding Residential Uses in Downtown**

- The consensus of the Planning and Zoning Board (Board) was to recommend to the City Council to leave the maximum density of 4 dwelling units per acre for multi-family and 6 dwelling units per acre for single family residential in the C-4 Mixed Use Commercial Zoning District.
- The Board also discussed the potential removal use of boarding houses as an allowed use in the C-4 Zoning District on Main Street.
- At its next regularly scheduled meeting on Tuesday, April 14, 2015, the Board has requested a walking tour of Main Street to further review existing residential uses.

CITY OF AVON PARK, FLORIDA  
STATEMENT OF NET POSITION  
AIRPORT FUND  
SEPTEMBER 30,

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	(Unaudited) 2014
<b>Assets</b>											
Current assets:											
Equity in pooled cash		\$ 106,714									\$ -
Receivable, net	8,952	4,847		96,321	124,652	14,242	1,355	2,743	3,070	1,198	13,784
Prepaid expenses	28,683			16,097		12,258					
Due from other governments	12,944	30,048	56,898	272,898	99,080	2,146	50,904	235,230	167,340	90,213	48,841
Total current assets	50,579	141,609	56,898	369,219	223,732	32,485	64,517	237,973	170,410	91,511	62,625
Noncurrent assets:											
Restricted cash - customer deposits	30,731	31,209	32,182	39,865							
Capital assets:											
Land	635,467	635,467	635,467	635,467	635,467	635,467	635,467	685,467	685,467	700,467	700,467
Building and system	5,207,022	5,349,398	5,904,448	8,410,558	9,166,721	9,994,578	10,036,208	10,395,914	10,412,066	10,424,337	10,424,337
Equipment		3,544	3,544	3,544	3,544	3,544	3,544	9,605	9,605	12,410	8,866
Construction in progress	207,834	505,138	676,175	705,387	587,983	233,086	278,565	239,666	240,740	240,740	254,390
Accumulated depreciation	(1,591,013)	(1,771,379)	(1,953,149)	(2,147,835)	(2,473,505)	(2,744,105)	(3,060,170)	(3,379,548)	(3,714,585)	(4,043,823)	(4,370,188)
Capital assets, net of accumulated depreciation	4,459,310	4,722,168	5,266,485	7,607,121	7,920,210	8,122,570	7,893,614	7,951,104	7,633,293	7,334,131	7,017,872
Total noncurrent assets	4,490,041	4,753,377	5,298,667	7,646,986	7,920,210	8,122,570	7,893,614	7,951,104	7,633,293	7,334,131	7,017,872
<b>Total Assets</b>	4,540,620	4,894,986	5,355,565	8,016,205	8,143,942	8,155,055	7,958,131	8,189,077	7,803,703	7,425,642	7,080,497
<b>Liabilities</b>											
Current liabilities:											
Accounts payable and accrued liabilities	14,516	27,608	91,059	6,058	5,887	1,418	19	101,702	93,108	53,129	50,939
Due to other funds									4,633		
Deposits	30,731	31,209	32,182	39,865	47,374	39,692	34,449	30,907	31,530	37,665	36,821
Unearned revenue - current	223				45,000	45,000	45,000	45,000	45,000	45,000	45,000
Current portion of notes payable	52,911	53,330	53,772	54,237	54,727	10,243	10,787	11,359	11,932		
Total current liabilities	98,381	112,147	177,013	100,160	152,988	96,353	90,255	188,968	186,203	135,794	132,760
Noncurrent liabilities:											
Advance from other fund	319,396		101,480	620,042	308,197	268,010	403,038	622,202	558,434	708,726	604,296
Unearned revenue					615,823	661,202	633,832	601,616	564,155	519,155	474,155
Notes payable, net of current portion	475,281	433,405	328,926	275,205	221,025	185,273	174,658	163,748	151,740		
Total non-current liabilities	794,677	433,405	430,406	895,247	1,145,045	1,114,485	1,211,528	1,387,566	1,274,329	1,227,881	1,078,451
<b>Total Liabilities</b>	893,058	545,552	607,419	995,407	1,298,033	1,210,838	1,301,783	1,576,534	1,460,532	1,363,675	1,211,211
<b>Net Position</b>											
Net investment in capital assets	3,931,118	4,235,433	4,883,787	7,277,679	7,644,458	7,927,054	7,708,169	7,775,997	7,469,621	7,334,131	7,017,872
Unrestricted	(283,556)	114,001	(135,641)	(256,881)	(798,549)	(982,837)	(1,051,821)	(1,163,454)	(1,126,450)	(1,272,164)	(1,146,746)
<b>Total Net Position</b>	\$ 3,647,562	\$ 4,349,434	\$ 4,748,146	\$ 7,020,798	\$ 6,845,909	\$ 6,944,217	\$ 6,656,348	\$ 6,612,543	\$ 6,343,171	\$ 6,061,967	\$ 5,871,126

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**CITY OF AVON PARK, FLORIDA**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION**  
**AIRPORT FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30,**

	2006	2007	2008	2009	2010	2011	2012	2013	(Unaudited) 2014
<b>Operating revenues</b>									
Charges for services	\$ 196,585	\$ 217,843	\$ 340,169	\$ 209,192	\$ 249,971	\$ 249,919	\$ 242,360	\$ 256,790	\$ 293,345
Miscellaneous	52,419	4,852	96,880	11,801	-	273	25,027	19,080	538
Total operating revenues	249,004	222,695	437,049	220,993	249,971	250,192	267,387	275,870	293,883
<b>Operating expenses</b>									
Personal services	10,130	11,169	47,896	14,434	11,401	56,498	-	-	-
Materials, supplies, services, and other operating expenses	273,900	204,514	350,563	263,545	274,470	285,004	353,306	312,711	170,743
Depreciation	181,770	194,686	259,486	270,599	316,065	319,378	335,037	329,238	329,908
Total operating expenses	465,800	410,369	657,945	548,578	601,936	660,880	688,343	641,949	500,651
<b>Operating income (loss)</b>	(216,796)	(187,674)	(220,896)	(327,585)	(351,965)	(410,688)	(420,956)	(366,079)	(206,768)
<b>Nonoperating revenues (expenses)</b>									
Non-capital grant	-	-	-	-	-	-	-	-	-
Investment earnings (loss)	519	-	-	-	-	-	109,191	84,850	-
Insurance proceeds	36,974	-	-	-	-	-	-	-	-
Interest expense	(11,987)	(11,492)	(11,058)	(29,541)	(10,027)	(9,760)	(8,664)	(2,523)	-
Total nonoperating revenues (expenses)	25,506	(11,492)	(11,058)	(29,541)	(10,027)	(9,760)	(8,664)	(2,523)	-
Income (loss) before transfers and capital contributions	(191,290)	(199,166)	(231,954)	(357,126)	(361,992)	(420,448)	(320,429)	(283,752)	(206,768)
Capital contributions - capital grants	506,962	2,404,217	361,079	399,648	74,123	235,210	46,324	23,398	35,712
Transfers in	88,040	72,601	-	-	-	56,061	4,733	-	-
Transfers out	(5,000)	(5,000)	-	55,786	-	85,372	-	-	-
<b>Changes in net position</b>	398,712	2,272,652	129,125	98,308	(287,869)	(43,805)	(269,372)	(20,850)	(21,625)
Total net position, beginning of year, Prior period adjustment	4,349,434	4,748,146	7,020,798	6,845,909	6,944,217	6,656,348	6,612,543	6,343,171	6,061,967
<b>Total net position, end of year</b>	\$ 4,748,146	\$ 7,020,798	\$ 6,845,909	\$ 6,944,217	\$ 6,656,348	\$ 6,612,543	\$ 6,343,171	\$ 6,061,967	\$ 5,869,286

**CITY OF AVON PARK, FLORIDA**  
**RECONCILIATION OF SOURCE OF LOAN FROM OTHER FUNDS BY ACTIVITY**  
**AIRPORT FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30,**

	2006	2007	2008	2009	2010	2011	2012	2013	(Unaudited) 2014
<b>Cash Flow from Airport Operations</b>									
Operating income (loss)	(216,796)	(187,674)	(220,896)	(327,585)	(351,965)	(410,688)	(420,956)	(366,079)	(206,768)
Add depreciation expense	181,770	194,686	259,486	270,599	316,065	319,378	335,037	329,238	329,908
Add non-capital grants	-	-	-	-	-	-	109,191	84,850	-
Add investment earnings (loss)	519	-	-	-	-	-	-	-	-
Add insurance proceeds	36,974	-	-	-	-	-	-	-	-
Less transfers out	(5,000)	(5,000)	-	-	-	-	-	(20,850)	(21,625)
Less non-cash rent credit revenue	-	-	(45,000)	(45,000)	(27,370)	(32,216)	(37,461)	(45,000)	(45,000)
Interest expense	(11,987)	(11,492)	(11,058)	(29,541)	(10,027)	(9,760)	(8,664)	(2,523)	-
Principi payments on external debt	(8,606)	(8,606)	(9,040)	(9,557)	(10,071)	(10,338)	(11,435)	(8,744)	(15,147)
Yearly Cash Flow Excess (Deficit) from Operations	(23,126)	(18,086)	(26,508)	(141,084)	(83,368)	(143,624)	(34,288)	(29,108)	41,368
Cummulative Excess (Deficit) from Operations	(23,126)	(41,212)	(67,720)	(208,804)	(292,172)	(435,796)	(470,084)	(499,192)	(457,824)
<b>Cash Flow from Airport Capital Asset Activity</b>									
Capital Asset Additions	(726,087)	(2,535,322)	(215,836)	(472,960)	(87,109)	(376,868)	(17,226)	(30,076)	(10,106)
Capital Grants	506,962	2,404,217	361,079	399,648	74,123	235,210	46,324	23,398	35,712
Capital Contributions	-	-	-	-	-	56,061	4,733	-	-
Transfers In	88,040	72,601	-	55,786	-	85,372	-	-	-
Unfunded Capital Additions	(131,085)	(58,504)	145,243	(17,526)	(12,986)	(225)	33,831	(6,678)	25,606
Cummulative Unfunded Capital Additions	(131,085)	(189,589)	(44,346)	(61,872)	(74,858)	(75,083)	(41,252)	(47,930)	(22,324)
Excess (Deficit) Cash Flow from Operations	(23,126)	(18,086)	(26,508)	(141,084)	(83,368)	(143,624)	(34,288)	(29,108)	41,368
Excess (Deficit) Cash Flow from Capital Assets	(131,085)	(58,504)	145,243	(17,526)	(12,986)	(225)	33,831	(6,678)	25,606
Total Excess (Deficit)	(154,211)	(76,590)	118,735	(158,610)	(96,354)	(143,849)	(457)	(35,786)	66,974
Cummulative Excess (Deficit)	(230,801)	(230,801)	(112,066)	(270,676)	(367,030)	(510,879)	(511,336)	(547,122)	(480,148)
Outstanding Loans from Other Funds	101,480	620,042	308,197	268,010	403,038	622,202	558,434	553,798	464,515
Timing Differences Due to Grant Receipts	(52,731)	389,241	196,131	(2,666)	36,008	111,323	47,098	6,676	(15,633)

E-12

**Maria Sutherland**

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**From:** Julian Deleon  
**Sent:** Monday, March 16, 2015 9:13 PM  
**To:** Maria Sutherland; Bonnie Barwick; Brenda Giles; Garrett Anderson; Terry Heston; Parke Sutherland; Sharon Schuler  
**Subject:** Agenda--> Bad dog ordinance  
**Attachments:** image005.png; image006.jpg; image007.png; image008.jpg  
**Importance:** High

Maria--  
Please include a copy of the "DRAFT" Ordinance by the City Attorney. As a cover page on the agenda, please include this email which outlines my concerns as a discussion item under administration. Highlands County currently provides this service and has the needed law to handle "bad dogs". I would recommend against the City taking any added action, as we would need to duplicate a County service.

Thanks, Julian

~~~~~

From: Julian Deleon [<mailto:jdeleon@avonpark.cc>]  
Sent: Sunday, March 15, 2015 6:30 AM  
To: Gerald T. Buhr; Jason Lister; Maria Sutherland  
Subject: FW: bad dog ordinance

Jerry,  
I have reviewed. Here is my suggestions:  
1. Highlands County provides animal control. What ordinances do they have on the books in this regard for "bad" dogs?  
2. The proposed ordinance speaks of an authority who can catch the dog, transport. (we do not have any employees or equipment designated for this purpose.)

BY copy of this email, I am asking the other City staff to review and advise you of other possible issues with the ordinance. I do not know how we financially can afford to purchase what is needed to accomplish and duplicate this county service.

Thanks, Julian

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA, PROVIDING FOR AMENDING THE CITY CODE CHAPTER 14, ANIMALS, ADDING, DELETING, AMENDING OR REPLACING EXISTING PROVISIONS TO PROVIDE PROCEDURES FOR DANGEROUS DOG CLASSIFICATIONS INCLUDING DEFINITIONS, NOTICE PROCEDURES, HEARINGS AND PENALTIES IN CONFORMANCE WITH FLORIDA STATUTE SECTIONS 767.11 THROUGH 767.13; PROVIDING FOR INCORPORATION OF §§767.11 – 767.13 INTO CITY CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR INCLUSION IN THE CODE AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 767, sections 767.11 through 767.13, Florida Statutes, provide procedures for classification of certain dogs as “dangerous dogs” and providing for procedures for conducting hearings regarding that classification; and

WHEREAS, existing city codes are inadequate to properly classify dogs as dangerous dogs; and

WHEREAS, the City Council has determined that the procedures should be amended to provide proper procedures for classification of dangerous dogs.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA:

Section 1. City Code Chapter 14 is replaced in total as follows:

Chapter 14 - ANIMALS

Sec. 14-1. - Title of chapter.

This chapter may be cited as the "City Animal Control Ordinance."

Sec. 14-2. - Authority and purpose of chapter.

This chapter is enacted pursuant to Florida Constitution article VIII, section 2(b), and F.S. §§ 166.021 and 828.27 to regulate the possession, ownership, care and custody of animals in the interest of the health, safety and welfare of the citizens of the city, [and §§ 767.11 through 767.13, Florida Statutes regarding dangerous dog classification and enforcement.](#)

Sec. 14-3. - Definitions.

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

Adult means six months of age or older.

Amphibian means any animal belonging to the class amphibian, including but not limited to frogs, toads, mud puppies, newts and salamanders.

Animal means any dumb living creature.

Animal control authority means the City, Polk County Sheriff's Department ("Sheriff") acting on its own authority or on behalf of the City as provided by interlocal agreement, or any lawfully authorized entity acting alone or in concert with the City or Sheriff and authorized by either of them to enforce the animal control laws of the city, county, or state.

Animal control officer means:

- (1) Any individual employed, contracted with or appointed by the animal control authority for the purpose of aiding in the enforcement of any law or ordinance relating to the licensure of animals, control of animals or seizure and impoundment of animals and includes any law enforcement officer or other employee whose duties, in whole or in part, include assignments that involve the seizure and impoundment of any animal.
- (2) Any person employed or appointed by the city who is authorized to investigate, on public or private property, civil infractions relating to animal control or cruelty and to bring enforcement actions as provided in Chapter 2 of this Code, or by any other lawful means.

At large means off the premises of the owner and not under the physical control, custody, charge or possession of the owner or other responsible person by leash, cord, chain or fenced enclosure. A police dog or police horse, as defined in F.S. § 843.19, while in use by a law enforcement agency, shall not be deemed to be at large.

Bird means any animal belonging to the class Aves, having both feathers and wings.

Cat means any domestic animal of the feline family, excluding related wild species such as panther, cougar, ocelot or leopard.

Citation shall have the meaning and procedure provided in Chapter 2 of this Code.

Control means the regulation of the possession, ownership, care and custody of animals.

Cruelty means any act of neglect, torture or torment that causes unjustifiable pain or suffering of an animal.

**Deleted:** Animal control authority means the police chief of the city who is authorized to enforce the animal control laws and ordinances of the city, county or state. ¶

**Deleted:** issue citations

**Deleted:** this chapter

**Deleted:** a

**Deleted:** means a written notice, issued to a person by an officer, that the officer has probable cause to believe that the person has committed a civil infraction in violation of a duly enacted ordinance and that the county court will hear the charge. The citation must contain: ¶

- (1) The date and time of issuance. ¶
- (2) The name and address of the person. ¶
- (3) The date and time the civil infraction was committed. ¶
- (4) The facts constituting probable cause. ¶
- (5) The ordinance violated. ¶
- (6) The name and authority of the officer. ¶
- (7) The procedure for the person to follow in order to pay the civil penalty, to contest the citation, or to appear in court as required by this chapter. ¶
- (8) The applicable civil penalty if the person elects to contest the citation. ¶
- (9) The applicable civil penalty if the person elects not to contest the citation. ¶
- (10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, he shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty. ¶
- (11) A conspicuous statement that if the person is required to appear in court as mandated by this chapter, he does not have the option of paying a fine in lieu of appearing in court.

Dangerous dog means any dog that, according to the records of the city:

- (1) Has aggressively bitten, attacked or endangered or has inflicted severe injury on a human being on public or private property;
- (2) Has more than once severely injured or killed a domestic animal while off the owner's property;
- (3) Has been used primarily or in part for the purpose of dogfighting or is a dog trained for dogfighting; or
- (4) Has, when unprovoked, chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the city.

[Dangerous Dog Classification Board shall mean the city commission sitting as the Dangerous Dog Classification Board.](#)

Designee means any person designated by the animal control authority to act on behalf of such authority.

Dog means any domestic animal of the canine family, excluding related wild species such as wolf, jackal or fox.

Domestic animal means any equine or bovine animal, goat, sheep, swine, dog, cat, poultry or other domesticated beast or bird.

Domesticated means adapted to living comfortably, safely, humanely and healthfully with humans in a household environment.

Fur-bearer means any raccoon, opossum, skunk, nutria, beaver, coyote, fox, bobcat, otter, mink, weasel or round-tailed muskrat.

Humane society means a nonprofit corporation organized under the laws of the state which provides impoundment, boarding, placement and disposal services for animals.

Insecurely fenced property means real property that an animal can enter or leave by going over, under or through an existing fence.

Kennel means any premises, other than a pet store, which provides facilities and services for boarding, breeding, buying, grooming, rearing or selling animals, whether for profit or for personal use, provided that the number of animals kept upon or offered for sale from such premises exceeds the limit established in this chapter for residential property.

Licensed veterinarian means any person who is licensed to engage in the practice of veterinary medicine in the state under the authority of F.S. ch. 474.

Mammal means any animal belonging to the class mammalia, having hair and feeding their young on milk.

Neutered means permanent removal or disabling of an animal's reproductive function.

Nuisance means:

- (1) Disturbing the peace and quiet of any person by habitually or continuously barking, meowing, howling, crying, whining, screaming, squawking or making other bothersome noises for at least 15 minutes in duration;
- (2) Causing injury or threat of injury to any person by habitual or repeated running at large or chasing of persons;
- (3) Creating obnoxious odors detectable off the premises of the owner by the condition of any animal or its confinement;
- (4) Causing damage or destruction or threat of damage or destruction to any property; or
- (5) Existing in an unsanitary condition.

Offer for sale means trade for money, gifts or other consideration.

Officer means any law enforcement officer defined in F.S. § 943.10, [code enforcement officer](#), or any [city](#), or [city contract](#) animal control officer.

Ordinance means any ordinance relating to the control of or cruelty to animals enacted by the city council, the violation of which is a civil infraction.

Owner means any person, firm, corporation or organization in possession, harboring, keeping or having control or custody of an animal or, if the animal is owned by a person under the age of 18, that person's parent or guardian.

Passeriforme means an order of bird generally known as the songbird type including, but not limited to, canaries, sparrows, finches, buntings, robins and myna birds.

Proper enclosure of a dangerous dog means that, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under or through the structure and shall also provide protection from the elements.

Psittaciforme means an order of birds generally known as the parrot or parakeet type including, but not limited to, budgerigars, cockatoos, cockatiels, macaws, lorries, parakeets, parrots and lovebirds, excluding peacocks.

Reptile means any animal belonging to the class reptilia including, but not limited to, alligators, caimans, crocodiles, turtles, lizards and snakes.

Residential property means real property that is used primarily for residential purposes, or is located in area which is predominantly developed for residential use. Zoning district classifications shall not exclusively determine the residential or nonresidential nature of the property. In addition, for the purposes of this chapter, agricultural zoned parcels less than two acres in size shall be deemed residential.

Secure enclosure means:

- (1) A building such as the owner's dwelling; or
- (2) An enclosed and locked pen or structure with secure sides and a secure top, and which is anchored to a floor or other surface to prevent an animal from escaping over, under or through the structure.

Severe injury means any physical injury that results in broken bones, multiple punctures or disfiguring lacerations requiring sutures or cosmetic surgery.

Unprovoked means that the victim who **has been** conducting himself peacefully and lawfully has been bitten or chased in a menacing fashion or **attacked by a dog**.

Unsanitary means a condition caused by a lack of necessary maintenance which may be unhealthy for animals or humans, attract flies and other pests, **or be detrimental to the quality of life for animals or humans**. Such condition may be evidenced by uncleanliness, odors, urine or urine stains, rotting food or organic matter, stagnant water or accumulated feces.

Wildlife means any wild or nondomestic bird, mammal, fur-bearing animal, reptile or amphibian.

Wildlife rehabilitation center means a specialized facility issued a license or permit by the state for the treatment of sick and injured wildlife.

Sec. 14-4. ~~General~~ administration and enforcement.

Deleted: -  
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(a) The animal control authority shall be responsible for administration and enforcement of the provisions of this chapter. The animal control authority may employ or appoint animal control officers to assist in the administration and enforcement of this chapter. If the county animal control is engaged to perform animal control duties they will be exempt from the provisions of this chapter and will perform only those animal control duties as specified in county procedures, regulations and/or ordinances.

(b) It is a violation of this chapter for any person to resist, obstruct, hinder or interfere with the animal control authority or an animal control officer in the administration or enforcement of this chapter.

(c) It is a violation of this chapter for any person to remove, take, damage, destroy, tamper or interfere with any vehicle, equipment, tool or property of the animal control authority or an animal control officer in the administration or enforcement of this chapter.

(d) The animal control authority and animal control officers may enter upon public property and unfenced or insecurely fenced private property, except residential dwellings, to administer and enforce the provisions of this chapter. The animal control authority and animal control officers shall be immune from prosecution for reasonable, good faith trespass upon such private property, as provided by F.S. § 810.12.

(e) The animal control authority and animal control officers shall investigate complaints of alleged violations of this chapter.

(f) The animal control authority and animal control officers may catch, seize or pick up:

- (1) Any stray animal;
- (2) Any sick or injured animal, including any animal subject to cruelty, in need of immediate medical attention;
- (3) Any animal infected with or suspected of carrying rabies or any other infectious disease;
- (4) Any dangerous dog not confined in a proper enclosure;
- (5) Any animal not properly quarantined;
- (6) Any animal running at large;
- (7) Any animal causing a nuisance;
- (8) Any female dog or cat in heat not properly confined;
- (9) Any adult dog or cat not currently vaccinated against rabies;
- (10) Any adult dog or cat not wearing a valid license tag; and
- (11) Any animal otherwise in violation of this chapter.

(g) The animal control authority or animal control officers shall impound any animal caught, seized or picked up pursuant to this chapter.

(h) It is a violation of this chapter for any person to remove or take or to attempt to remove or take an animal from the custody of the animal control authority or an animal control officer.

(i) It is a violation of this chapter for any person to refuse or fail to surrender an animal or the carcass of a dead animal upon lawful demand by the animal control authority or an animal control officer.

**Deleted:** (j) The animal control authority or his designee may classify a dog as a dangerous dog, as provided by F.S. § 767.12. Animal control officers may inspect the premises of the owner of such dangerous dog for compliance with the provisions of F.S. § 767.12 and this chapter

Section 14-5 Dangerous dog enforcement; hearing procedures; administration.

(a) Notice Procedures for Classifying a "Dangerous Dog".

(1) If, after investigation, the animal control officer has determined that there is sufficient cause to preliminarily classify a dog as dangerous, said Officer shall complete a duly-sworn affidavit stating the supporting facts and circumstances, dates and times of any supporting incidences, and references to Chapter 767.12 F.S.

(2) The City shall then send to the dog owner, a Notice of Preliminary Classification, in a form approved by the city attorney, said notice providing:

a. Notice of the preliminary classification of the owner's dog as "dangerous" and a statement of the requirements if the dog remains classified as "dangerous";

b. To object to such classification, the owner must request a hearing, in writing, within seven (7) days or the preliminary classification becomes permanent;

(3) Service of Notice on Owner shall be accomplished only by registered mail, certified hand delivery, or service in conformance with the provisions of chapter 48 relating to service of process.

(4) If the Owner fails to request a hearing in writing within seven (7) calendar days of the date of service of the Notice of Preliminary Designation, or if the Dangerous Dog Classification Board determines that the dog shall be classified as a dangerous dog after the hearing, the Town shall then send a Notice of Classification of Dangerous Dog in a form as approved by the city attorney.

(5) The same service of notice procedures as described above shall be the only manner of service of the Notice of Classification.

(6) In the event that the owner fails to request a county court hearing within ten (10) business days of the Notice of Classification of Dangerous Dog, the dog shall then be permanently classified as a "Dangerous Dog", and the Town shall require compliance with Chapter 767 Florida Statutes for dogs of that classification.

(b) Procedure For Hearings Regarding Classification of Dog as "Dangerous Dog."

(1) The City Clerk shall schedule a hearing to occur within not less than five (5) days, nor more than twenty-one (21) days of receipt of a written request for a hearing from the owner.

(2) The City Council shall sit as the "Dangerous Dog Classification Board" ("Board"), and may establish hearing procedures in addition to the procedures provided herein. The Chair of the City Commission shall serve as the Board's Presiding officer.

(3) Formal rules of evidence shall not be followed, however, basic due process shall be provided, including at a minimum:

a. All testimony shall be sworn.

b. Hearsay may be allowed, but shall not be considered if it is the sole evidence to support a proposition or point.

c. The dog owner is entitled to be represented by an attorney, but an attorney is not required. If an attorney is going to represent the owner, however, the owner's attorney shall file a Notice of Appearance with the Board at least 48 hours in advance of the hearing, or it shall be cause for a cancellation of the hearing and continuance of the hearing to another date, and the owner shall be responsible for the City's costs in conducting the cancelled hearing, including attorney fees and costs.

d. The Animal Control Officer shall present the Animal Control Authority's case first, followed by owner's case. Rebuttal shall be allowed. Surrebuttal and sur-surrebuttal may be allowed at the Board's discretion.

e. Each side may be allowed to question the other party's witnesses, however, if the presiding officer deems it appropriate, he or she may require that such questioning be conducted through submitting all or part of the questions to the presiding officer. The Board may deny cross-examination questioning and questions by pro se owners if such questioning lacks proper respect for the persons questioned.

f. The presiding officer may delegate rulings concerning procedure and evidence to the City Attorney if present at hearing, and/or submit such questions to the Board for majority decision.

(c) Dangerous Dog Owner's Obligations to Protect Public shall be as follows, along with any requirements included in the Dangerous Dog Board's Notice of Classification:

Within 14 days after a dog has been classified as dangerous by the Dangerous Dog Board or a dangerous dog classification is upheld by the county court on appeal, the owner of the dog must obtain a certificate of registration for the dog from the animal control authority designated by the city, and the certificate shall be renewed annually. Animal control authorities are authorized to issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to the animal control authority sufficient evidence of:

(1) A current certificate of rabies vaccination for the dog.

(2) A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points that informs both children and adults of the presence of a dangerous dog on the property.

(3) Permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation.

(4) The city may impose an annual fee for the issuance of certificates of registration required by this section.

(d) The owner shall immediately notify the appropriate animal control authority when a dog that has been classified as dangerous:

a. Is loose or unconfined.

b. Has bitten a human being or attacked another animal.

c. Is sold, given away, or dies.

d. Is moved to another address.

(e) Prior to a dangerous dog being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with all of the requirements of this act and implementing local ordinances, even if the animal is moved from one local jurisdiction to another within the state. The animal control officer must be notified by the owner of a dog classified as dangerous that the dog is in his or her jurisdiction.

(f) It is unlawful for the owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person or animal. The owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his or her sight and only members of the immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

Sec. 14-~~6~~ - Impoundment of animals.

Deleted: 5

(a) The city council may contract with a governmental agency, Humane Society or other public or private entity for shelter facilities to retain any animal authorized to be caught, seized or picked up by the animal control authority or animal control officer.

(b) It is a violation of this chapter for any person to remove or take or to attempt to remove or take an animal from a shelter facility.

(c) By resolution, the city council may establish fees to be charged for impounding animals.

(d) No animal impounded pursuant to this chapter shall be released until:

(1) The owner of an impounded dog or cat which is not vaccinated against rabies or which does not have a valid license tag arranges to provide for rabies vaccination of the dog or cat and to obtain a license tag for the dog or cat;

(2) The owner of the impounded animal pays the fees for impoundment and any additional fees for rabies vaccination and a license tag;

(3) The owner of the impounded animal pays all fees charged by the shelter facility and any expenses for board, food and medical care;

(4) The owner of the impounded animal complies with all requirements of the shelter facility for release of the animal;

(5) If a dangerous dog is impounded, the owner of such dog complies with the provisions of F.S. § 767.12; and

(6) If an animal subject to cruelty is impounded, the county court issues an order as provided by F.S. § 828.073.

Sec. 14-~~7~~ - Disposition of animals.

Deleted: 6

(a) An animal control officer shall attempt to identify and locate the owner of an animal impounded pursuant to this chapter. If the owner can be identified and located, the shelter facility shall provide notice in writing, by telephone, or in person that the animal has been impounded and may be redeemed within three days of such notice.

(b) An animal impounded pursuant to this chapter may be disposed of by the shelter facility when:

(1) The owner of such animal cannot be identified or located within three days after impoundment;

(2) The owner of such animal is notified but does not redeem the animal within three days after notice;

(3) Confinement of a wild or feral animal creates unusual risks to such animal or an animal control officer.

(c) Any animal subject to cruelty impounded pursuant to this chapter shall be disposed of as provided by F.S. ch. 828.

(d) Any livestock, as defined in F.S. § 588.13, impounded pursuant to this chapter shall be disposed of as provided by F.S. ch. 588.

(e) Owners of any such animals shall be responsible for payment of all fees and costs of impoundment, euthanization, and disposal regardless of whether the owner refuses to redeem the animal in the custody of the animal control authority. Fee and costs remaining unpaid after thirty (30) days shall accumulate interest at a rate of twelve percent (12%) per annum.

Deleted: 7

Sec. 14-~~8~~ - Disposal of dead animals.

(a) An animal control officer shall remove any animal found dead on public property and dispose of the carcass.

(b) The owner or occupant of private property shall remove any animal found dead on such property and dispose of the carcass. An animal control officer may remove an animal found dead on private

property and dispose of the carcass upon request of the owner of such animal or the owner or occupant of such property.

(c) By resolution, the city council may establish fees to be charged for removal and disposal of dead animals from private property.

(d) Dead animals shall be disposed of by:

(1) A licensed veterinarian;

(2) A shelter facility;

(3) A licensed animal burial or cremation services;

(4) Burial at least two feet below the surface of the ground with permission of the property owner; or

(5) Direct placement in a licensed landfill, provided that dead animals shall not be deposited in garbage containers or placed with garbage for curbside collection.

(e) The carcass of any domestic animal shall be disposed of as provided by F.S. § 823.041.

Sec. 14-9. - Quarantine of animals.

~~(a) The provisions of F.A.C. 10D-3.061—10D-3.087 and 10D-3.090—10D-3.093 are hereby adopted by reference in this chapter. It is a violation of this chapter for any person to commit an act, or cause an act to be committed, in violation of F.A.C. 10D-3.061—10D-3.087 or 10D-3.090—10D-3.093.~~

(b) If quarantine of a dog or cat cannot be maintained at the owner's home or at another location pursuant to F.A.C. 10D-3.091(2), the dog or cat shall be quarantined at a shelter facility. It is a violation of this chapter for the owner of a dog or cat to refuse or fail to maintain the dog or cat under rabies quarantine as required by F.A.C. 10D-3.091(2).

(c) By resolution, the city council may establish fees to be charged for quarantine of animals.

Sec. 14-11. - Regulation of animals.

(a) No animal shall be permitted or allowed to run at large. It is a violation of this chapter for the owner of an animal to permit or allow the animal to run at large.

(b) No animal shall be permitted or allowed to cause a nuisance. It is a violation of this chapter for the owner of an animal to permit or allow the animal to cause a nuisance.

(c) No animal shall be permitted or allowed to defecate or urinate upon any public property or upon any private property without permission of the property owner. It is a violation of this chapter for the owner of an animal to permit or allow the animal to defecate or urinate upon any public property or upon any private property without permission of the property owner.

**Deleted: 8**

**Deleted:** Sec. 14-9. - Dangerous dogs. ¶

(a) The provisions of F.S. §§ 767.11—767.13 are hereby adopted by reference in this chapter. It is a violation of this chapter for any person to commit an act or omission, or cause an act to be committed, in violation of F.S. §§ 767.11—767.13. ¶

(b) In addition to a proper enclosure, a dangerous dog shall be confined: ¶

(1) Inside a locked cage or animal carrier; or ¶

(2) By a collar and tether. ¶

(c) It is a violation of this chapter for the owner of a dangerous dog to refuse or fail to confine such animal as required by this section. ¶

(d) It is a violation of this chapter for any person to release or remove a dangerous dog from a proper enclosure or any other confinement as required by this section. ¶

Sec. 14-10. - Responsibility for animals. ¶

(a) The owner of an animal shall exercise reasonable care to protect humans, other animals and property from potential injury or damage caused by the behavior of such animal, whether such behavior results from mischievousness, playfulness or ferocity. ¶

(b) The owner of an animal shall exercise reasonable care to prevent such animal, while unattended, from leaving the premises of such owner by: ¶

(1) Confinement in a secure enclosure, fence or pen from which the animal cannot dig, climb, jump or escape and which is locked when the animal remains unattended; ¶

(2) Restraint by chain, cable and trolley, or other tether of sufficient strength to prevent escape; or ¶

(3) Leash and physical control of a person able to prevent escape. ¶

(c) The owner of an animal shall exercise reasonable care to maintain such animal off the premises of such owner by: ¶

(1) Confinement in a secure enclosure, fence or pen from which the animal cannot dig, climb, jump or escape on private property with permission of the property owner; ¶

(2) Confinement in a vehicle from which the animal cannot climb, jump or escape; or ¶

(3) Leash and physical control of a person able to prevent escape. ¶

(d) The feces of any animal deposited upon any public property, or upon any private property without permission of the property owner, shall be promptly removed and disposed of. It is a violation of this chapter for the owner of an animal to refuse or fail to remove and dispose of any feces of the animal deposited upon any public property or upon any private property without permission of the property owner.

(e) No animal shall be permitted or allowed into or on any public park, unless an area in such park is designated for animals by resolution of the city council and is properly identified and posted by the city. It is a violation of this chapter for the owner of an animal to permit or allow the animal into or on any public park not designated for animals and not properly identified and posted. However, guide and service dogs and personal assistance animals, as defined by state and federal law, are exempt from the provisions of this section.

(f) Any female dog or cat in heat shall be confined in a secure enclosure to prevent such dog or cat from coming in contact with a male dog or cat, except for intentional breeding purposes. It is a violation of this chapter for the owner of a female dog or cat in heat to refuse or fail to confine the dog or cat as required by this section.

Sec. 14-12. - Limitation of number of animals.

(a) No animal shall be permitted or allowed on any residential property which exceeds the maximum number of animals listed in this section. It is a violation of this chapter for the owner of an animal or the owner or occupant of residential property to permit or allow any animal on such property which exceeds the maximum number of animals listed in this section.

(b) No animal shall be permitted or allowed on any residential property which does not belong to the species of animals listed in this section. It is a violation of this chapter for the owner of an animal or the owner or occupant of residential property to permit or allow any animal on such property which does not belong to the species of animals listed in this section.

(c) The maximum number and species of animals for each residential dwelling unit shall be limited to:

- (1) A total of four adult dogs, cats, rabbits, guinea pigs or ferrets;
- (2) A total of four adult house geckos, iguanas or birds of the psittaciforme order; and
- (3) Any number of the following animals, provided that such animals are confined or maintained in cages or aquariums and that the size of such cage or aquarium provides sufficient space for humane confinement of the animals:
  - a. Gerbils, hamsters and mice, provided that the total volume of all cages for such animals does not exceed 40 cubic feet;
  - b. Birds of the passeriforme order, provided that the total volume of all cages for such birds does not exceed 120 cubic feet; and

c. Aquarium fish, aquarium amphibians and aquarium reptiles.

(d) An unlimited number and species of animals may be maintained or boarded in a licensed kennel, wildlife rehabilitation center or shelter facility, provided that such kennel, center or facility complies with the requirements of the land development code and any special permit or special exception.

(e) An unlimited number of livestock, as defined in F.S. § 588.13, may be maintained or boarded on nonresidential property, provided that such property complies with the requirements of the land development code and any special permit or special exception.

(f) Horses may be maintained or boarded on rural residential zoned property, provided that such property complies with the requirements of the land development code and any special permit or special exception.

(g) Any person may apply for a waiver from the limitation on the maximum number of animals and/or species of animals listed in this section by filing a written request with the animal control authority. The request shall include the following information:

- (1) Name and address of the owner of the animal;
- (2) Name of the owner and location of the property;
- (3) Description of the animal;
- (4) Species of animal;
- (5) Number of animals; and
- (6) Justification for the waiver.

(h) Upon receipt of a request for waiver, the animal control authority shall review the request and make recommendations to the city council on the waiver. The city council shall review the request, consider the recommendations of the animal control authority, and either grant or deny the waiver.

(i) In reviewing a request for waiver, the animal control authority and city council shall consider the following factors:

- (1) Conditions of confinement of the animal including, but not limited to, sanitation and security;
- (2) Proximity of the animal to adjacent residential property;
- (3) Impact of the animal on surrounding property and residents;
- (4) Nuisance or disturbance to the public caused by the animal; and
- (5) Interest of the public health, safety and welfare.

(j) In approving any waiver, the animal control authority may recommend and the city council may prescribe appropriate conditions and safeguards for the animal and the public. Such conditions may include criteria for cages and fencing, minimum distance from adjacent residential property, time limits for the waiver, and any other requirements reasonably related to the provisions of this chapter.

(k) A waiver shall apply to a specified animal and shall not be transferred to any other animal. The owner of an animal for which a waiver is approved shall notify the animal control authority immediately upon the death, relocation, sale or transfer of such animal.

Sec. 14-13. - Sale of animals.

(a) In any calendar year, no person may sell or offer for sale from a residential dwelling unit:

(1) More than 20 dogs or cats or two litters of dogs or cats, whichever is greater; and

(2) More than 20 other animals or one group of other animals from one birth event, whichever is greater.

(b) No person may sell or offer for sale any animal from a business establishment other than a licensed kennel or pet store.

(c) No person may sell or offer for sale:

(1) Any animal at a flea market, outdoor market, garage sale or yard sale;

(2) Any animal decorated by tinting, dyeing, decaling, or otherwise altering such animal in an unnatural manner for promotional purposes.

(3) Any chicken, duck or other fowl less than three months of age; or

(4) Any dog, cat, rabbit, guinea pig or ferret less than eight weeks of age.

(d) It is a violation of this chapter for any person to sell or offer for sale any animal prohibited to be sold or offered for sale as provided by this section.

Sec. 14-14. - Cruelty to animals.

(a) The provisions of F.S. §§ 828.02 and 828.08—828.161 are adopted by reference in this chapter. It is a violation of this chapter for any person to commit an act or omission, or cause an act to be committed, in violation of F.S. §§ 828.02 or 828.08—828.161.

(b) Any person who finds a sick or injured animal or whose vehicle strikes any domestic animal shall immediately notify the animal control authority, an animal control officer, a humane society or the owner of the animal. It is a violation of this chapter for any person to refuse or fail to provide notification of a sick or injured animal as required by this section.

(c) Adequate food, water, shelter, and medical care shall be provided for every animal. It is a violation of this chapter for the owner of an animal to refuse or fail to provide food, water, shelter or medical care for the animal as required by this section.

Sec. 14-15. - Rabies vaccination of dogs and cats.

(a) The owner of a dog or cat four months of age or older shall cause such dog or cat to be vaccinated against rabies each year by a licensed veterinarian. It is a violation of this chapter for the owner of an adult dog or cat to refuse or fail to have the dog or cat vaccinated against rabies as required by this section.

(b) Rabies vaccination is not required if:

(1) A dog or cat has been vaccinated against rabies in another state during a period not to exceed one year from the date of the rabies vaccination, provided that the owner of such dog or cat presents a certificate of rabies vaccination to the animal control authority; or

(2) A licensed veterinarian examines a dog or cat and certifies in writing that rabies vaccination would endanger the health of such dog or cat because of age, infirmity, disability, illness or medical condition, provided that the licensed veterinarian presents such certificate to the animal control authority within five days of the examination and that such dog or cat is confined in a secure enclosure until a licensed veterinarian can safely vaccinate the dog or cat.

(c) Upon rabies vaccination of a dog or cat, a certificate of rabies vaccination shall be signed by the licensed veterinarian administering the rabies vaccination and shall contain at least the following information:

- (1) The license number of the administering veterinarian;
- (2) The name, address, and phone number of the veterinarian and owner;
- (3) The date of vaccination;
- (4) The expiration date of the vaccination;
- (5) The species, age, sex, color, breed, weight and name of the animal vaccinated;
- (6) The rabies vaccine manufacturer;
- (7) The vaccine lot number and expiration date;
- (8) The type and brand of vaccine used;
- (9) The route of administration of the vaccine; and
- (10) The signature or signature stamp of the licensed veterinarian.

Sec. 14-16. - Animals on public bathing beaches.

It shall be unlawful for the owner of any dog, cat or other domestic animal to allow such animal to be, and it shall be unlawful for such animal to be, on any public bathing beach in the city. However, guide and service dogs and personal assistance animals, as defined by state and federal law, are exempt from the provisions of this section.

Sec. 14-17. - Proceedings for violations.

(a) An officer who has probable cause to believe that a person has committed an act in violation of this chapter may bring an enforcement action against such violations as provided in Chapter 2 of this Code, and by any other lawful means.

**Deleted:** issue a citation to the person

Sec. 14-18. - Penalty for violation of chapter.

(a) A violation of this chapter is a civil infraction.

(b) The maximum civil penalty for a civil infraction shall not exceed \$500.00.

(c) This ordinance may be enforced by any lawful means, however, for the purpose of enforcement by citation, the reduced civil penalties shall be:

(1) Citations for offenses the provisions of this Chapter shall be classified as Class I offenses, except that;

(2) Citations for offenses of sections 14-5(c), (d), (e) & (f) (Dangerous dog requirements) shall be classified as Class IV offenses.

**Deleted:** (b) A citation may be contested in the county court. ¶  
(c) If the person elects not to contest the citation, he shall pay the applicable civil penalty within 15 days after issuance of the citation. ¶  
(d) If the person elects to contest the citation, he shall request a hearing within 15 days after issuance of the citation. The clerk of the county court shall schedule a hearing in the county court and shall provide written notice of the hearing to the person and the officer. ¶  
(e) If the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, he shall be deemed to have waived his right to contest the citation and, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty. ¶  
(f) If a person fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court, as required by this chapter, the court may issue an order to show cause upon the request of the city council. This order shall require such person to appear before the court to explain why action on the citation has not been taken. If any person who is issued such order fails to appear in response to the court's directive, that person may be held in contempt of court. ¶  
(g) Mandatory court appearance shall be required for: ¶  
(1) Second or subsequent violations of this chapter relating to animal cruelty; or ¶  
(2) Violations resulting in the issuance of a third or subsequent citation to a person. ¶  
(h) Persons required to appear in court do not have the option of paying the fine instead of appearing in court. ¶

## Section 2. Severability.

Should any section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect (in the general sense) the remainder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid.

## Section 3. Incorporating of Florida Statutes And Amendments Thereto; Conflicts

3.1 This Ordinance is intended to facilitate and utilize the provisions of Chapter 767 F.S. as amended by the Legislature from-time-to-time. Sections 767.11 through 767.13, Florida Statutes are incorporated into the City code. Any conflicts between the City Code and those Florida Statutes shall be resolved in favor of the statute, and this Ordinance shall be interpreted in accordance with case law construing that statute. Any amendments passed by the Florida Legislature shall be incorporated as if fully provided herein.

**Deleted:** (c) If a person who has committed a civil infraction does not contest the citation, the civil penalty shall be less than the maximum civil penalty. ¶  
(d) By resolution, the city council shall establish the amount of any civil penalty for a civil infraction. ¶  
(e) Any person who willfully refuses to sign and accept a citation issued by an officer shall be guilty of a misdemeanor of the second degree, punishable as provided by F.S. § 775.082 or 775.083.

3.2 All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. Liberal Construction.**

This Ordinance shall be liberally construed so as to effectively carry out the purposes hereof in the interest of the public health, safety and general welfare. This Ordinance is not intended nor shall it be construed to supersede or conflict with any statutory provisions, rules or regulations of the state, but shall be construed as implementing and assisting the enforcement thereof.

**Section 5. Effective Date.**

This Ordinance shall become effective upon passage by the City Council.

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This Ordinance was read at the **regular** session of the City Council on \_\_\_\_\_, \_\_\_\_\_ members of the Council voted for adoption; \_\_\_\_\_ members voted against adoption; \_\_\_\_\_ members of the Council were absent.

The final reading was held on the \_\_\_\_ day of \_\_\_\_\_, at a \_\_\_\_\_ session of the City Council, and this Ordinance was adopted. \_\_\_\_\_ members of the Council voted for adoption; \_\_\_\_\_ members voted against adoption; \_\_\_\_\_ members of the Council were absent.

Seal)

**ATTEST:**

**CITY OF AVON PARK**

By: \_\_\_\_\_  
Maria Sutherland, City Clerk

By: \_\_\_\_\_  
Sharon Schuler, Mayor

**APPROVED AS TO FORM AND SUBSTANCE:**

\_\_\_\_\_  
Gerald Buhr, City Attorney