



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL WORKSHOP AGENDA

Tuesday, April 01, 2025, at 6:30 PM

Town Hall - 307 E Kennedy Blvd

AMENDED

Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

I. CALL TO ORDER

II. CITIZEN PARTICIPATION (Three minutes strictly enforced)

III. COUNCIL DISCUSSION

1. Discussion of the Bruce and Winnie Mount Scholarship Program (**Administration**)
2. Discussion of Drafted Dog Leash Ordinance for The Town of Eatonville (**Administration**)
3. Discussion of Approval of Service Contract for Waste Pro For Solid Waste Collection For The Town of Eatonville (**Administration**)
4. Discussion of the Finance Standard Operating Procedure for the FDEP SRF Grant (**Public Works**)

IV. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

APRIL 1, 2025, AT 6:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of the Bruce and Winnie Mount Scholarship Program (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATIVE
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> Flyer and Scholarship Package
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: To discuss how the Council would like to award the scholarship to eligible students.

SUMMARY: The Town of Eatonville Town Council wishes to award qualifying students a scholarship towards higher education honoring their accomplishments in graduating high school at a GPA of 2.5 or greater; as well as their efforts in giving back to community through volunteerism/community service.

In honor of the former and deceased Mayor Bruce Mount and his wife Winnie Mount, the Bruce and Winnie Mount Scholarship Program has been established to encourage and support new high school graduates, 1st year College Student (Freshman), and 2nd Year College Student (Sophomore) as they enter into the next phase of their academic experience beyond high school.

In considering the award amounts, new high school graduates will be given priority to scholarships awarded to selected recipients. The percentage of support will be determined as follows:

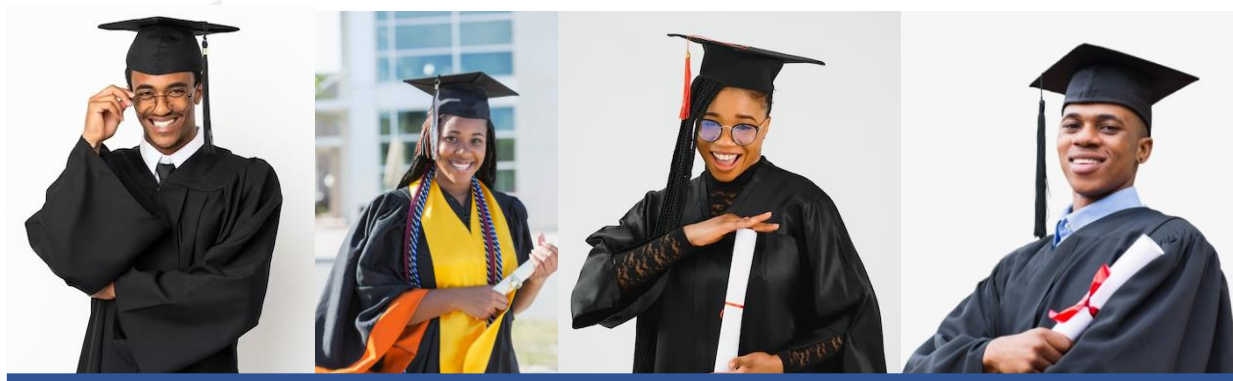
- 100% High School Recipient (Senior)
- 75% 1st Year College Student (Freshman)
- 50% 2nd Year College Student (Sophomore)

RECOMMENDATION: Recommend a discussion of how the Council would like to award the scholarship to eligible students.

FISCAL & EFFICIENCY DATA: N/A



Historic Town of Eatonville



2025 Bruce & Winnie Mount Youth Scholarship Program

APPLY TODAY!!

The Town of Eatonville
307 Kennedy Boulevard
Eatonville, Florida 32751

407-623-8900 (Main) | 407-623-8910 (Clerk Office)

Pick up scholarship package at Town Hall or at www.townofeatonville.org. Submission Deadline is July 31, 2025.
****Must be a current Senior in High School or an active College Student within 2 years of High School graduation.****

AWARD DETERMINATIONS

****ATTENTION****

New High School graduates will be given priority to scholarships awarded to selected recipients.

100%	High School Recipient (Senior)
75%	1 st Year College Student (Freshman)
50%	2 nd Year College Student (Sophomore)

RETURN APPLICATION TO:

**HISTORIC TOWN OF EATONVILLE
307 EAST KENNEDY BOULEVARD
EATONVILLE, FLORIDA 32751**

ATTENTION:

**Veronica L. King, Town Clerk
Winnie Mount Youth Scholarship Program**



2025

Historic Town of Eatonville

SUBMISSION DEADLINE:
Thursday, July 31, 2025

Bruce & Winnie
Mount Youth
Scholarship Program
Guidelines

307 Kennedy Boulevard
Eatonville, Florida 32751
407-623-8900

TOWN COUNCIL

Angie Gardner, Mayor
Vice Mayor, Theo Washington
Councilman, Rodney Daniels
Councilwoman, Wanda Randolph
Councilman, Tarus Mack



2025

Historic Town of Eatonville Bruce & Winnie Mount Youth Scholarship Program

APPLICATION REQUIREMENTS

1. Must be a current Senior in High School or an active College Student within two (2) years of High School graduation.
2. Complete Scholarship Application
 - Return to Eatonville Town Hall
 - Application Deadline: Thursday, July 31, 2025
3. Minimum 200 Word Essay is required.
4. Official Transcript or Proof of Graduation
5. GPA must be 2.5 or greater
6. Confirmation of Community Service Required
7. Confirmation of acceptance to College, University or Trade School Required
8. Correspondence to Scholarship Committee
9. CONTACT NUMBER: 407-623-8910

****ATTENTION****

New High School graduates will be given priority to scholarships awarded to selected recipients.

RETURN APPLICATION TO:

*Historic Town of Eatonville
307 East Kennedy Boulevard
Eatonville, Florida 32751*

ATTENTION:

**Veronica L. King, Town Clerk
Winnie Mount Youth Scholarship Program**



2025

TOWN OF EATONVILLE Bruce & Winnie Mount Youth Scholarship Program

APPLICATION CHECKLIST

Date Submitted: _____

FOR OFFICE USE ONLY

- 1. Application: _____
- 2. Essay: _____
- 3. Official Transcript: _____
- 4. GPA: _____
- 5. Community Service: _____
- 6. College Acceptance: _____

SECURITY CODE: _____

PHONE #: _____

INTERVIEW DATE: _____

INTERVIEW TIME: _____

AWARD DETERMINATIONS

****ATTENTION****

New High School graduates will be given priority to scholarships awarded to selected recipients.

- 100% High School Recipient (Senior)
- 75% 1st Year College Student (Freshman)
- 50% 2nd Year College Student (Sophomore)



**Town of Eatonville
Bruce & Winnie Mount
Youth Scholarship Program
SCHOLARSHIP APPLICATION
(2025)**

Please submit application to the Clerk's Office,
307 E Kennedy Blvd. Eatonville, Florida 32751 by **Thursday, July 31, 2025.**

***Scholarship Applications can be returned to Town Hall
from 8am and 5pm. Monday through Friday.***

Name: _____
(First Name) (Middle Name or Initial) (Last Name)

Street Address: _____
(Note: Residency must be in the Town of Eatonville and must be a street address, not a post office box.)

Eatonville, Florida _____
(Zip Code)

Phone: _____
(Home) (Cell)

E-Mail Address: _____

High School Attending: _____

Date of Graduation or Anticipated High School Graduation: _____

Official Transcript Required

Application Continued

Name & Address of Post-Secondary Institution (College, University, Trade School, or Vocational School) you are planning to attend:

(Attach Proof of Acceptance i.e., College Acceptance Letter)

Name of Institution: _____

Address: _____

Verification of Community Service hours performed is required prior to receiving scholarship funds. Please submit verification of hours on the community service form attached to this application.

(A minimum of 30 hours of community service.)

Please attach an essay (Minimum 200, Maximum 300 Words) about an influential Eatonville Citizen (past or present) that has made an influential impact on your life.

I certify that the information provided herein is accurate and complete to the best of my knowledge. I am a resident of the Historic Town of Eatonville. I understand that any false statements may lead to disqualification from the Bruce & Winnie Mount Youth Scholarship Program.

Signature of Applicant

Date

Eligibility Requirements:

1. Resident of the Town of Eatonville
2. Must be a current Senior in High School or an active College Student within 2 years of High School graduation.
3. Minimum un-weighted Grade Point Average of 2.5
4. Have Graduated or graduating within twelve (12) months of the scholarship date.
5. Acceptance to an accredited trade/technical school; two (2) or four (4) year College or University.
6. Complete an essay (minimum 200 words).
7. Complete 30 hours of Community Service at a Non-Profit Organization in Eatonville. (Organization located in Eatonville may be waived.)

FINANCE USE ONLY

Security Code:



THE TOWN COUNCIL

ANGIE GARDNER
Mayor

THEO WASHINGTON
Vice-Mayor

WANDA RANDOLPH
Councilwoman

RODNEY DANIELS
Councilman

TARUS MACK
Councilman

**TOWN OF EATONVILLE
BRUCE & WINNIE MOUNT YOUTH
SCHOLARSHIP PROGRAM**

Section III. Item #1.

Community Service Verification

FOR: _____

Name of Organization: _____

Address: _____

Name of Contact: _____

Contact's Phone Number: _____

Contact's Email Address: _____

Describe the volunteer services provided to your organization:

**SUBMISSION
DEADLINE:**

**Thursday, July
31, 2025**

*I certify that _____ volunteered with our
organization and completed a total of _____ hours from the time
of _____ to _____ 2025.*

Signature/Title

Date

Historic Town of Eatonville
307 E. Kennedy Boulevard
Eatonville, Florida 32751
407-623-8900 - Main
407-623-8910 - Office



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

APRIL 1, 2025, AT 6:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of Drafted Dog Leash Ordinance for The Town of Eatonville
(Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
INTRODUCTIONS		Exhibits: • Ordinance 2025-3
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: The administration is requesting the Town Council review and discuss the Drafted Dog Leash Ordinance for consideration and adoption.

SUMMARY: The Town Council wishes to adopt an Ordinance for the Town of Eatonville. Ordinance 2025-3 is being presented to the Town Council for review, consideration, and adoption. The proposed Ordinance 2025-3 will provide general definitions to include traffic and parking regulations.

RECOMMENDATION: The Administration is recommending the Town Council review and discuss the Drafted Dog Leash Ordinance for consideration and adoption.

FISCAL & EFFICIENCY DATA: N/A.

SECTION X. Chapter 64, *Parks and Recreation*, of the Eatonville Code is hereby amended as follows:

ARTICLE I. - IN GENERAL

Sec. 28-1. - 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:

At-large means a dog or exotic pet off the owner’s premises and not under a competent person’s control by means of a leash, cord, or chain.

Competent person means a person of such maturity as to be able to exercise control over an animal.

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.

Dangerous dog means any dog that, according to animal services division records; other animal control or law enforcement authorities; or as attested to by sworn affidavit:

- (1) Has aggressively bitten, attacked or endangered or has inflicted severe injury on a human being on public or private property; or
- (2) Has more than once severely injured or killed a domestic animal while off the owner's property; or
- (3) 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 (1) or more persons and dutifully investigated by the animal services division.

Dangerous dog registration means a division-issued registration form acknowledging that the owner has properly registered a dangerous dog in Orange County.

Director means the director of the department of recreation.

Domestic animals means any dog, cat, ferret, rabbit, or bird that has been domesticated so as to live and breed in a tame condition.

Driver means every person who drives or is in actual physical control of a vehicle in or on park property, or who is exercising control of a vehicle or steering a vehicle being towed by a motor vehicle.

* * * *

ARTICLE VI. - TRAFFIC AND PARKING REGULATIONS

* * * *

Sec. 28-151. - Domestic animals.

- (a) It is a violation of this article for the owner of domestic dogs or other exotic pets, or the person or persons having charge, care, custody, or control of domestic dogs or exotic pets, to knowingly or unknowingly allow any such animal to be unleashed, unmuzzled and at-large within the town's limits. It is a violation of this article for the owner of a dog to allow the dog to be left alone and unsupervised, unleashed, unmuzzled and at large outside of an approved enclosure. When being transported, domestic dogs or other exotic pets shall be safely and securely confined within a vehicle.
- (b) ~~No person shall~~ It is a violation of this article for domestic dogs or other exotic pet owner or person having charge, care, custody or control of any dog or exotic pet to bring into, or be responsible for bringing into, or allow to remain in any park or recreation area, any dogs, cats, or other exotic animals, belonging to that person or in his possession their charge, care, custody or control, knowingly or unknowingly, whether leashed or unleashed, other than automobile parking concourses and walks immediately adjacent thereto and in other such areas as may be clearly marked by signs expressly permitting domestic animals in that area. However, nothing herein contained shall be construed as permitting the running of dogs at-large.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 12 2005
KICC

Section III. Item #2.

EFFECTIVE DATE JULY 18, 2005

ORDINANCE NO. 2005-07

AN ORDINANCE PERTAINING TO ANIMAL SERVICES TO BE KNOWN AS THE MYLES LEAKES ANIMAL SERVICES ORDINANCE ADDRESSING THE POSSESSION, OWNERSHIP, CARE, AND CUSTODY OF ANIMALS IN ORANGE COUNTY, FLORIDA; AMENDING CHAPTER 5, ARTICLE II OF THE ORANGE COUNTY CODE, "ANIMAL SERVICES"; AMENDING SECTION 5-26, "TITLE"; AMENDING SECTION 5-29, "DEFINITIONS"; AMENDING SECTION 5-31, "ANIMAL SERVICES DIVISION MANAGER," TO SET FORTH THE RESPONSIBILITIES OF THE DIVISION MANAGER; AMENDING SECTION 5-32, "CLASSIFICATION OF DANGEROUS AND POTENTIALLY DANGEROUS ANIMALS; CONFINEMENT AND QUARANTINE OF ANIMALS" TO SET FORTH AN INVESTIGATION AND APPEAL PROCESS; CREATION OF SECTION 5-32.1, "ATTACK OR BITE BY DANGEROUS DOG; PENALTIES; CONFISCATION; DESTRUCTION," TO ADDRESS DOGS PREVIOUSLY DECLARED DANGEROUS; AMENDING SECTION 5-33, "ANIMALS AT LARGE PROHIBITED; SELF HELP PROVISIONS," TO CLARIFY THE PRESUMPTION OF OWNERSHIP; AMENDING SECTION 5-34, "IMPOUNDMENT OF ANIMALS; COMPULSORY STERILIZATION," TO SPECIFY PROCEDURE FOR SPAY/NEUTER OF CAPTURED ANIMALS; AMENDING SECTION 5-35, "SEIZURE OF ANIMALS ON COURT ORDER; DISPOSITION OF IMPOUNDED ANIMALS," TO REVISE PROCEDURES FOR DISPOSITION OF IMPOUNDED ANIMALS; AMENDING SECTION 5-36, "DISPOSAL OF DEAD ANIMALS," TO MODIFY NOTIFICATION PROCESS; AMENDING SECTION 5-37, "RABIES VACCINATION," TO INSTITUTE A PROGRAM CONSISTENT WITH STATE REGULATIONS; AMENDING SECTION 5-38, "CERTIFICATES AND TAGS"; AMENDING SECTION 5-39, "FEES," ESTABLISH FEES; AMENDING SECTION 5-40, "ADVERTISEMENT OF DOGS OR CATS FOR SALE OR FREE," TO CREATE A COMMERCIAL KENNEL AND PET DEALER REGISTRATION AND INSPECTION PROCESS; AMENDING SECTION 5-41, "TRAPPING; EXPOSING POISON," TO

REQUIRE SIGNAGE AND CLARIFY EXCEPTIONS; AMENDING SECTION 5-42, "NUISANCE ANIMALS; OFFENSES AND PROCEDURES" TO DELETE CERTAIN PROVISIONS; AMENDING SECTION 5-43, "NEGLECT OF ANIMALS PROHIBITED," TO CLARIFY THE STANDARD FOR NEGLECT; AMENDING SECTION 5-44, "SPAY/NEUTER PROGRAM," TO EXPAND ELIGIBILITY FOR FREE SPAYING AND NEUTERING; AMENDING SECTION 5-45, "ANIMAL SERVICES DEPARTMENT PROGRAMS"; AMENDING SECTION 5-46, "WILDLIFE HYBRIDS PROHIBITIONS," TO ESTABLISH CRUELTY TO ANIMALS AS AN OFFENSE AND SET FORTH STANDARDS RELATED THERETO; AMENDING SECTION 5-47, "ANIMAL SERVICES TRUST FUND"; AMENDING SECTION 5-50, "VIOLATIONS: CONSTRUCTION OF ARTICLE," TO INCLUDE CATEGORY I, II, AND III VIOLATIONS; AMENDING SECTION 5-51, "PROCEEDINGS FOR VIOLATIONS," TO INCLUDE HEARING OFFICER PROCESS AND PROCEDURE; AMENDING SECTION 5-52, "PENALTIES," TO CLARIFY SECTIONS VIOLATED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. Amendment to Chapter 5, Article II of the Orange County Code. Chapter 5, Article II of the Orange County Code is amended in Sections 2 through Section 23 with added words and letters being shown by the underlines and deleted words being shown by the strike-throughs.

Section 2. Section 5-26 ("Title") is amended to read as follows:

Sec. 5-26. Title. This article may be cited as the "Myles Leakes Orange County Animal Services Ordinance" or the "Orange County Animal Services Ordinance."

Section 3. Section 5-29 ("Definitions") is amended to read as follows:

Sec. 5-29. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon shall mean to forsake an animal entirely or to neglect or refuse to provide or perform the legal obligations for care and support of an animal by its owner or keeper. Such abandonment shall constitute the relinquishment of all rights and claims by the owner to such animal, in accordance with section 705.19, Florida Statutes. An animal will not be considered abandoned if the owner or keeper arranges for a person to feed, water, and monitor the animal's condition on a scheduled or regular basis. Intervals between monitoring, watering, and feeding shall not exceed twenty-four (24) hours. An animal shall be considered a stray after thirty (30) calendar days.

Animal shall mean any living dumb creature.

Animal services classification committee shall mean a committee appointed by the Board of County Commissioners to hear appeals regarding the classification of dogs ~~classify animals~~ as dangerous or potentially dangerous.

Animal services officer shall mean any person employed, contracted with or appointed by the county who is authorized to investigate, on public or private property, civil infractions relating to animal control or cruelty and to issue warnings and citations as provided in this article. An animal services officer is not authorized to bear arms or make arrests. The term "animal services officer" also means "code enforcement officer" but only for the purpose of providing confidentiality and exemption from public disclosure of the home addresses and telephone numbers of animal services officers.

At large shall mean either:

~~(1) — A dog off the owner's premises, not under a person's control by means of leash, cord or chain, and upon public or private property without the consent of the property owner or tenant; provided, however, a dog under supervision and engaged in hunting or agricultural and ranching tasks or a competition, trial or show shall not be considered to be at large.~~

(1) With regard to a dog:

(a) A dog off the owner's premises and not under a competent person's control by means of a leash, cord or chain; or,

(b) A dog on the owner's property and not

under control of a competent person or not confined or restrained by means of a leash, cord or other humane restraining device;

(c) provided, however, a dog under supervision and engaged in hunting or agricultural or ranching tasks or a competition, trial or show, or designated dog park shall not be considered at large.

(2) A cat, off the owner's premises, which does not exhibit identification by a collar and display a current county rabies license-vaccination or identification tag.

Certificate shall mean a certificate issued by the county or a licensed veterinarian showing that the animal has been currently vaccinated for rabies.

Certificate of registration shall mean a county dangerous or potentially dangerous dog animal registration issued pursuant to this article.

Citation shall mean a written notice, in form required by section 828.27, Florida Statutes, and issued by an officer to a person, either in person, by certified mail, or by conspicuous posting upon a dwelling, when the officer has probable cause to believe that the person has committed a civil infraction in violation of this article and that the county court will hear the charge. The citation shall 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 or to contest the citation or to appear in court.

(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/she 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 a person required to appear in court as ordered does not have the option of paying a fine in lieu of appearing in court.

Clinic shall mean a low-cost spay/neuter facility, operated by the county ~~for the purpose of to performing spay and neuter surgeries, administering rabies shots, providing vaccination tags, and providing emergency care to animals impounded by the animal services division department.~~

Commercial Kennel or Pet Dealer shall mean any premises used for a business requiring an occupational license wherein any person engages in boarding, breeding, buying, letting for hire or training dogs or cats for a fee. County-operated animal services agencies, veterinary clinics, animal hospitals, non-commercial kennels, and societies for the prevention of cruelty to animals (as identified in State Statute 828.03) are exempt from this definition.

Competent Person shall mean a person of such maturity as to be able to exercise control over an animal.

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

Cruelty shall mean any act of neglect, torture, or torment that causes unjustifiable pain or suffering of an animal, as defined in Section 828.02, Florida Statutes.

Dangerous ~~dog animal~~ shall mean any dog animal, ~~except animals used for law enforcement officials for law enforcement work,~~ that, according to animal services division records; ~~other animal control or law enforcement authorities;~~ or as attested to by sworn affidavit:

(1) Has aggressively bitten, attacked or endangered or has inflicted severe injury on a human being on public or private property, including the owner's property other than in defense of the owner, or the owner's home, in response to an action of the person injured or attacked;

(2) Has ~~more than once~~ severely injured or killed a domestic animal while off the owner's property;

(3) Has been used primarily for the purpose of dog fighting or is a dog trained for dog fighting; 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 animal services ~~department~~ division.

(5) Dogs used by law enforcement officials for law enforcement work are exempt from dangerous dog classification.

Division ~~Department~~ manager shall mean the Animal services ~~department~~ division manager or designee authorized to administer and enforce the provisions of this article.

Domestic animal shall mean any dog, cat, ferret, rabbit, poultry, or bird ~~or captive wild animal~~ that has been domesticated so as to live and breed in a tame condition.

Every possible effort shall mean attempting to locate the owner of an animal through ~~every~~ reasonable means, which may include but is not limited to, the search for an identification tag, tattoo, ~~newspaper advertisement,~~ micro-chip and or canvassing of the neighborhood.

Feral cat shall mean an untamed domestic cat living in the wild that has had little or no human contact and is not socialized.

Keeper shall mean any person having temporary (less than thirty (30) calendar days) possession, custody or control of an animal.

Licensed veterinarian shall mean any person who is licensed to engage in the practice of veterinary medicine in the state under the authority of Chapter 474, Florida Statutes.

Neglect shall mean failure to provide food, water, shelter, adequate ventilation, protection from the elements, or other care generally considered to be normal, usual and accepted for an animal's health and well-being.

Neutered or spayed shall mean rendered permanently incapable of reproduction by surgical alteration, implantation of a device, or other physical means, ~~or permanently incapable of reproduction because of physiological sterility, but only where any of the above conditions has been certified by a veterinarian licensed in any state.~~

Noncommercial kennel: Any premises used primarily as the domicile of an animal owner, on which premises said owner breeds purebred or non-purebred animals for personal recreational use; provided that where said animals are offered for sale, sold or exchanged for profit, said sales shall comprise no more than 25 percent of said owner's income.

Nuisance shall mean:

- (1) Any domestic animal that disturbs the peace and quiet of a neighboring resident by habitually and repeatedly barking, howling, crying, screaming, whining or making other bothersome noises; or
- (2) Any domestic animal that chases automobiles, other vehicles, livestock, or other domestic animals or runs at large; or acts in an aggressive manner; or
- (3) Any domestic animal that destroys or damages public or private property or causes a serious annoyance so as to interfere with the reasonable use and enjoyment of public or private property; or
- (4) Any domestic animal that urinates or defecates

on public or private property without the property owner's consent; or

(5) Any domestic animal which is an unwelcome guest on private or public property.

Officer shall mean any law enforcement officer defined in section 943.10, Florida Statutes, or any animal control officer.

~~Ordinance shall mean any ordinance relating to the control of or neglect to animals enacted by the board of county commissioners, the violation of which is a civil infraction.~~

Owner shall mean any person or legal entity possessing, harboring, keeping or having control or custody of an animal on or within their own real property or, if the animal is owned by a person under the age of eighteen (18), that person's parent or guardian. Any person or legal entity who provides food, water, shelter, or care for an animal for thirty calendar days shall be considered to be the owner of said animal.

~~*Potentially dangerous* shall mean a particular animal with a know propensity or disposition to attack unprovoked or otherwise to threaten the safety of humans and domestic animals~~ shall mean any dog that, according to animal services division records, other animal control or law enforcement authorities, or as attested to by sworn affidavit, has posed a threat to public safety by:

(1) Causing an injury to a person or domestic animal that is less than a severe injury; or

(2) Without provocation, chasing or menacing a person or domestic animal in an aggressive manner; or

(3) Without provocation, repeatedly acting in a highly aggressive manner within a fenced yard/enclosure and appears to a reasonable person able to jump over or escape; or

(4) Dogs used by law enforcement officials for law enforcement work are exempt from *potentially dangerous dog* classification.

Proper enclosure of a dangerous animal-dog shall mean that while on the owner's property a dangerous animal 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,~~ and flooring to prevent the ~~animal~~ dog from escaping over, under or through the structure and shall also provide adequate ventilation and protection from the elements.

Proper enclosure for a potentially dangerous dog shall mean a securely constructed fenced area, in good repair and condition, that the dog is unable to climb over, dig under, or in any way pass or reach through if the dog is to be allowed off leash outside the owner's residence. This area must have secure gates that are to be locked at all times when the animal is present.

Provoked shall mean to tease, molest, torment, abuse, assault, or to instigate behavior in a dog or cat that may lead to the animal attacking or biting a person or another animal.

Restraining Device shall mean a chain, cord, or cable, with a minimum length of ten feet, used to confine an animal on an owner's property. This device must provide for humane, unrestrained range of movement for the animal to insure that the animal is not exposed to hazard or injury and shall not prevent the animal from having food, water, shelter, adequate ventilation, protection from the elements or other care generally considered to be normal and usual. This device shall be proportional in size, weigh no more than 1/8 of the dog or puppy's body weight, and designed for use with the specific breed of animal with an appropriate collar. These devices shall not be used to confine a dog on an owner's property between the hours of 9:00 am and 5:00 pm, 365 days a year and during times of extreme weather, e.g., hurricanes, below freezing conditions.

~~*Responsible breeder* shall mean a dog or cat breeder who offers pet quality offspring with a spay/neuter contract and follows up on the contract with a guarantee to accept return of the offspring for any reason and at any time and ensures all offspring have been vaccinated according to state law.~~

Severe injury shall mean any physical injury to a human being or animal that results in broken bones, multiple/repeated bite punctures, ~~or~~ disfiguring lacerations or injuries requiring sutures or reconstructive cosmetic surgery.

Shelter shall mean a secure weather resistant structure which protects an animal from exposure to the elements including but not limited to, rain, cold, wind and heat, that provides for adequate

ventilation, and in size is a minimum of six (6) inches higher than the animal's height at full stand with head erect, one and one-half (1 1/2) times the animal's full body length, and sufficient in width to permit the animal to turn around.

Stray shall mean an animal without any known owner or keeper to provide food, water, or shelter for a period of at least thirty calendar days.

Tag shall mean a rabies vaccination tag issued pursuant to this article.

Truck Tether system shall mean a system designed to keep a dog securely attached and restrained in the back of a truck, safe and free of hazard and away from the sides of the truck.

Unprovoked shall mean ~~that the~~ a victim who has been ~~conducting~~ ing ~~himself/herself~~ peacefully and lawfully, and has been bitten, ~~or~~ chased in a menacing fashion, or attacked by an ~~animal~~ dog.

Vaccinated shall mean an animal that has been administered a current one- or three-year rabies vaccine.

Wholesome exercise shall mean uninhibited movement for a period of time sufficient for the physical well being of an animal, considering the size, age, and breed of that animal.

Wildlife shall mean any non-human primate, raccoon, skunk, opossum, fox, reptile, large feline, or any other animal so classified by the Florida Fish and Wildlife Conservation Commission.

~~Wildlife hybrid shall mean any offspring of any wildlife or hybrid bred with a dog or a cat or an animal which is represented as a hybrid by its owner.~~

Working day shall mean any calendar day excluding Sundays and state county holidays.

Section 4. Section 5-31 (“Animal services department manager”) is amended to read as follows:

Sec. 5-31. Animal Services ~~department~~ division manager.

(a) The County Mayor, pursuant to the County's Charter, shall employ a ~~department~~ division manager to administer and enforce the provisions of this article.

(b) The manager of the Animal services ~~department~~ division shall have operational responsibility for overseeing and supervising all day-to-day activities of the division. ~~carrying out the duties prescribed in this article. The manager shall be the chief animal services officer and supervisor of the animal services facility. He may employ assistants and animal services officers to assist in the administration and enforcement of this article. He shall provide for the proper training of all personnel in order that they may competently and humanely carry out their duties and shall be charged with overseeing and supervising all day to day activities, including ensuring the humane capture, handling, restraint, care, feeding, housing and disposition of all animals taken into custody as directed by this article.~~

(c) Pursuant to law, the ~~department~~ division manager and animal services officers may enter upon public ~~property~~ and private property, except residential buildings, to administer and enforce the provisions of this article.

(d) The ~~department~~ division manager and animal services officers shall investigate formal complaints of alleged violations of this article and shall issue citations or warning notices requiring that violations cease or be corrected. The ~~department~~ division manager or his /her designee shall endeavor to report back to the person filing the complaint within forty-eight (48) hours regarding the outcome of the investigation and shall record the effort to make such report.

(e) ~~Only~~ Formal complaints shall be investigated. ~~provided, however, that~~ An officer who observes a ~~potentially life-threatening situation~~ violation may take any remedial action the officer deems necessary, including issuing citations.

(1) To initiate an animal services investigation, an oral or written statement of complaint must be provided to the animal services division setting forth the nature of the complaint, the date and time of the act, a description of the animal and the name of the owner of the animal, if known by any person who reports an alleged violation of this ordinance.

(ef) The ~~department~~ division manager and animal services officers may ~~catch~~ capture, seize or pick up:

- (1) Any animal at large;
- (2) Any domestic animal constituting a nuisance;
- (3) Any dangerous or potentially dangerous dog animal not in compliance with the written notification of their classification;
- (4) Any dog animal being considered for dangerous or potentially dangerous animal classification ~~for which impoundment is recommended by the animal services classification committee;~~
- (5) Any female dog or cat in heat, not properly confined by the owner or keeper ~~of such dog or cat;~~
- (6) Any neglected, abused, cruelly treated, sick or injured animal or animal at risk of injury or death;
- (7) Any animal for the purpose of quarantine or rabies testing as ordered by the state department of health;
- (8) Any animal deemed to be abandoned; and
- (9) Any animal released to the county by a veterinarian or a law enforcement official; and
- ~~(10) Any wildlife hybrid for which the owner does not have a proper permit.~~

(fg) The ~~department~~ division manager and animal services officers may impound any animal ~~caught~~ captured, seized or picked up pursuant to this article. However, the ~~department~~ division manager or animal services officers shall make a reasonable effort to determine who owns an animal prior to impounding any animal ~~and, if the owner is identified, shall return the animal to the owner without impoundment.~~ If the animal is returned to the owner without impoundment, the animal services officer shall issue a warning or a citation for the applicable violation ~~if any, of this article.~~

~~(gh) Reserved. The division manager may waive fees or citations for hardship or extenuating circumstances.~~

~~(h) The department manager shall schedule a minimum of one (1) officer with another officer assigned as backup to assist as needed, to be on call for quick response for after-hour emergencies seven (7) days a week, including holidays.~~

Section 5. Section 5-32 (“Classification of dangerous and potentially dangerous dogs; confinement and quarantine of animals”) is amended to read as follows:

Sec. 5-32. Classification of dogs as dangerous or potentially dangerous; and potentially dangerous animals; confinement and quarantine of animals; exemption; appeals; unlawful acts.

(a) Upon receipt of a sworn affidavit, the department manager or designee shall investigate reported incidents involving animals that may be dangerous. If the department manager determines that an animal should possibly be classified as dangerous, he shall immediately refer the completed investigation to the animal services classification committee. The animal services division shall investigate incidents involving any dog that may be dangerous or potentially dangerous and shall, if possible, interview the owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous or potentially dangerous. An animal that is subject to a dangerous or potentially dangerous dog investigation will be impounded at animal services pending the outcome of the investigation and resolution of any hearings related to the dangerous or potentially dangerous dog classification. Alternative impoundment locations will only be considered for extenuating circumstances. No dog that is the subject of a dangerous dog investigation may be relocated or ownership transferred pending the outcome of an investigation or any hearings related to the determination of a dangerous dog or potentially dangerous classification.

(b) By resolution, the Board of County Commissioners will appoint an animal services classification committee and delineate its duties and responsibilities.

(c) The division manager shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous or potentially dangerous. The division manager shall classify any dog as a dangerous or potentially dangerous dog in the event he/she determines that the dog meets the requirements for dangerous or potentially dangerous dog as specified in section 5-29, Orange County Code. A dog shall not be classified as dangerous or potentially dangerous if the threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property, or while lawfully on the property, tormented, abused or assaulted the animal or its owner or a family member or a guest of the owner. No dog may be classified as dangerous or potentially dangerous if the

dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault. The division manager shall provide written notice to the owner or keeper of such animal by registered mail, certified hand delivery, or service in conformance with the provisions of Florida State Statute Chapter 48 relating to service of process. The written notice shall include the basis for declaring the dog dangerous or potentially dangerous, a description of the dog, and the responsibility of the owner or keeper for maintenance of the dog. If the owner decides to appeal the initial determination of dangerous or potentially dangerous, they may request a hearing before the animal services classification committee to show cause why such dog should not be declared dangerous or potentially dangerous. The request for a hearing must be filed, in writing, with the division manager within seven (7) working days after receipt of written notice of the division manager's determination or action. The written hearing request must briefly state the grounds therefore and list the names and addresses of any witnesses the owner intends to call at the hearing. If the division manager receives a timely written request for a hearing regarding a dangerous or potentially dangerous dog classification, he/she shall immediately refer the request, completed investigation, and initial determination to the classification committee. The classification committee shall schedule a hearing to be held not more than twenty-one (21) working days and no sooner than five (5) working days after the division manager's receipt of the request from the owner.

(d) If the classification committee upholds the division manager's determination that a dog is dangerous or potentially dangerous, the division manager shall send a written notice of such classification, by registered mail or certified hand delivery, to the owner of the animal classified as dangerous or potentially dangerous. If the classification committee upholds the division manager's determination that the dog is dangerous or potentially dangerous, or if the classification committee is unable to meet the time frames set forth in this section, or is unable to make a decision, the owner may file a written request with the clerk of the court for a de novo evidentiary hearing in the county court, pursuant to Florida Statutes, Section 767.12, to appeal the classification within ten (10) business days after receipt of the classification committee's determination of dangerous or potentially dangerous dog classification. The owner must confine the dog in accordance with Section 5-32 (e) as defined pending a resolution of the appeal.

(e) Within fourteen (14) calendar days after a dog has been classified as dangerous or potentially dangerous, the owner of the dog must obtain a certificate of registration and dangerous or potentially

dangerous dog identification tag for the dog from the animal services division. The dog shall wear the identification tag at all times. The certificate of registration shall be renewed annually. Certificates of registration shall only be issued to persons who are at least eighteen (18) years of age and who present to the animal services division sufficient evidence of:

(1) A current certificate of rabies vaccination for the dog. The current rabies vaccination tag shall be displayed on the dog at all times.

(2) An approved enclosure to confine a dangerous or potentially 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 or potentially dangerous dog on the property.

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

(4) Landlord’s written acknowledgment that a dangerous or potentially dangerous dog will be housed on property owned by landlord.

(5) Completion of the County’s responsible pet ownership class.

~~(c) When an animal has been classified as dangerous by the animal services classification committee, the department manager shall send a written notice of such classification, by registered mail or certified hand delivery, to the owner of the animal classified as dangerous. An animal shall not be classified as dangerous if the threat, injury or damage was sustained by a person who, at the time, was unlawfully on the property, or while lawfully on the property, was tormenting, abusing or assaulting the animal or its owner~~

~~(d) All animals classified by the animal services classification committee as dangerous or potentially dangerous shall be permanently surgically sterilized in timely fashion unless otherwise provided for as set forth hereinafter.~~

~~(e) The owner may appeal a animal's dangerous or potentially dangerous classification to the county court pursuant to section 767.12, Florida Statutes. The owner must confine the animal in a securely fenced or enclosed area pending resolution of the appeal.~~

(f) An dog animal classified as dangerous or potentially dangerous must be permanently ~~surgically~~ sterilized within fourteen (14) calendar days following such classification by the division manager, animal services classification committee, or in the event of a timely appeal of such classification, within fourteen (14) calendar days following effective affirmation of the dangerous or potentially dangerous dog classification by the classification committee or within fourteen (14) calendar days of the classification as a dangerous or potentially dangerous dog being upheld by a county court-county court of the committee's classification.

~~(g) Within fourteen (14) days after an animal has been classified as dangerous, the owner of the animal must obtain a certificate of registration for the animal from the animal services department. The certificate of registration shall be renewed annually. Certificates of registration shall only be issued to persons who are at least eighteen (18) years of age and who present to the animal services department sufficient evidence of:~~

~~(1) A current certificate of rabies vaccination for a dog or cat.~~

~~(2) A proper enclosure to confine a dangerous animal 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 animal on the property.~~

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

(g) No dog impounded pursuant to a dangerous or potentially dangerous dog investigation or classification shall be released to its owner or keeper until all requirements in Section 5-32 (e) and (f) are met.

(h) The owner shall ~~immediately~~ notify the animal services department division within twenty four (24) hours when a dog animal that has been classified as dangerous or potentially dangerous:

- (1) Is loose or unconfined;
- (2) Has bitten a human being or attacked another animal;
- (3) Is sold, or given away, or dies; or
- (4) Is moved to another address.

Prior to a dangerous or potentially dangerous dog animal being sold or given away, the owner shall provide the name, address and telephone number of the new owner to the animal services department division. The new owner must comply with all of the requirements of this article and sections 767.10 through 767.15, Florida Statutes, even if the dog animal is moved from one local jurisdiction to another within the state. An animal control authority must be notified by the owner of a dog animal classified as dangerous or potentially dangerous that the dog animal is in its jurisdiction.

(i) It is a violation for the owner of a dangerous dog animal to permit the dog animal to be outside an approved proper enclosure unless the dog animal is muzzled and restrained by a substantial chain or leash, not to exceed four (4) feet in length, and under the control of a competent adult. The muzzle shall be made in a manner that will not cause injury to the dog animal or interfere with its vision or respiration, but shall prevent it from biting any person or animal. When being transported, such dogs animals shall be safely and securely restrained within a vehicle.

~~(j) — Hunting dogs are exempt from the provisions of this article when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from the provisions of this article when engaged in any legal procedures. However, such dogs at all other times in all other respects shall be subject to this article. Dogs that have been classified as dangerous shall not be used for hunting purposes.~~

(j) This section does not apply to dogs animals used by law enforcement officials for law enforcement work.

(k) It is a violation of this ordinance for the owner of a potentially dangerous dog to allow the potentially dangerous dog to be off leash when not kept inside the owner's residence or within a securely fenced area. It is a violation for the owner of a potentially dangerous dog to allow the dog to be left alone and unsupervised outside the owner's residence. When being transported, such dogs shall be safely and securely restrained within a vehicle, using an approved tether system.

(l) Owners of previously declared dangerous or potentially dangerous dogs shall have sixty (60) calendar days from the adoption of this ordinance to comply with all requirements for the registration of a dangerous or potentially dangerous dog as stated in Section 5-21

(d). Failure to comply within sixty (60) days will result in the issuance of a Category I violation, pursuant to Section 5-50. In addition, the dangerous or potentially dangerous dog shall be impounded and held for ten (10) calendar days after the owner is given written notification under section 5-32, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 5-32. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the dog during any appeal procedure.

(m) The victim of any dog bite or attack may appeal the decision of the Division or the Classification Committee if the dog is not declared dangerous.

~~(l) — Pursuant to section 767.13, Florida Statutes, if a dog or other type of animal that has previously been declared dangerous under this article attacks or bites a person or domestic animal without provocation, the owner of the dog, upon conviction, is guilty of a misdemeanor of the first degree, punishable as provided in section 775.082 or section 775.083, Florida Statutes. In addition, the dangerous dog or other type of animal shall be confiscated by the animal services department, placed in quarantine, if necessary, for the proper length of time, or impounded and held for ten (10) business days after the owner is given written notification under section 767.12, Florida Statutes, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 767.12, Florida Statutes. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.~~

~~(m) — Pursuant to section 767.13, Florida Statutes, if a dog or other type of animal that has been previously declared dangerous under this article aggressively attacks and causes severe injury to or death of any human, the owner of the dog, upon conviction, is guilty of a felony of the third degree, punishable as provided in section 775.082, section 775.083 or of section 775.084, Florida Statutes. In addition, the dog or other type of animal shall be immediately confiscated by the animal services department, placed in quarantine, if necessary, for the proper length of time or held for ten (10) business days after the owner is given written notification under section 767.12, Florida Statutes, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 767.12, Florida Statutes. The owner shall be responsible for payment of all boarding costs and such other fees as~~

may be required to humanely and safely keep the animal during any appeal procedure.

~~(n) — Pursuant to section 767.13, Florida Statutes, if a dog or other type of animal that has not been declared dangerous under this article attacks and causes severe injury to or death of any human, the dog or other type of animal shall be immediately confiscated by the animal services department, placed in quarantine, if necessary, for the proper length of time or held for ten (10) business days after the owner has been given written notification under section 767.12, Florida Statutes, and thereafter shall be destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 767.12, Florida Statutes. The owner shall be responsible for payment of all boarding costs and any other fees as may be required to humanely and safely keep the animal during any appeal procedure. In addition if the owner of the animal had prior knowledge of the animal's dangerous propensities, yet demonstrated a reckless disregard for such propensities under the circumstances, the owner of the animal is guilty of a misdemeanor of the second degree, punishable as provided in section 775.082 or section 775.083, Florida Statutes.~~

(n) If any animal dog is not declared dangerous or potentially dangerous or if the classification determined by the animal services classification committee division manager is not upheld in further appeal procedures, the dog animal will be released to the custody of the owner. In such cases, the county shall be liable for costs of impoundment of the animal from the date of impoundment. In such event, the owner shall not be liable for costs of impoundment of the dog and the quarantine fees.

(o) The division manager may issue notice of propensity letters to owners of dogs, subsequent to an initial bite or documented aggressive behavior toward a person or domestic animal.

~~(p) — The manager of the animal services department may issue warning letters to owners of animals meeting the criteria of the definition of potentially dangerous.~~

~~(q) — The county rabies control program shall be carried out pursuant to Chapter 64D-3, Florida Administrative Code and the following provisions:~~

~~(1) — When a dog or cat has bitten or is believed to have bitten a human being or another animal, or is suspected of carrying rabies, the dog or cat shall be quarantined for rabies observation for a~~

reasonable period of time, as determined by the department division manager, but in no case less than ten (10) days. The owner/keeper of such dog or cat shall relinquish possession of the dog or cat for the purpose of quarantine. Refusal to surrender any animal believed to have inflicted a bite on a person upon lawful demand shall be in violation of this article. At the discretion of the department division manager or designee, any such dog or cat without a current rabies vaccination may be kept in quarantine at the owner's expense in a county shelter or at an approved holding facility of a local veterinarian or an approved boarding kennel. It is a violation for the owner/keeper of an unprovoked animal willfully or negligently to allow or permit such animal to bite a human being.

(2) — The state department of health and rehabilitative services county public health unit director/administrator or the state health officer may make an exception and approve confinement of a dog or cat having a current rabies vaccination administered by a licensed veterinarian at the owner's home or at another acceptable location. If the animal services department division manager determines, at any time during the quarantine period, that the owner/keeper of the dog or cat has failed to sufficiently confine the dog or cat, the owner shall relinquish possession of the dog or cat to the animal services department division. The dog or cat will then be confined in the custody of the animal services department division or at an approved holding facility of a local veterinarian for the remainder of the quarantine period at the owner's expense.

(3) — Dogs and cats or other animals under quarantine shall not be released or removed from the place of quarantine unless permission is obtained from the county health unit director or the state department of health and rehabilitative services county public health unit director/administrator or the state health officer.

(4) — Bites of guinea pigs, hamsters, ferrets, lagomorphs (rabbits and hares), livestock, squirrels, gerbils, chipmunks, rats, mice and other rodents shall be evaluated on an individual basis at the discretion of the state department of health and rehabilitative services county public health unit director for a determination as to the need for laboratory examination.

(5) — Any free-roaming wild mammal that has bitten or exposed a human to rabies shall be disposed of immediately in a manner that the head of the animal can be submitted to one of the laboratories of the state department of health and rehabilitative services for examination for rabies. When a free-roaming wild mammal which is on a list of endangered animal species is involved,

the state game and fresh water fish commission shall be notified and given the opportunity to obtain the specimen and other relevant information.

(6) — Any dog or cat with a current rabies vaccination that is bitten or exposed by a known rabid animal shall be revaccinated immediately by a licensed veterinarian and quarantined for ninety (90) days. The state health director or his designee may permit such animal to be quarantined at home, the animal services department division, or another approved facility. Such animal shall be on a leash when taken outdoors.

(7) — Any dog or cat without a current rabies vaccination that is bitten by or exposed to a known rabid animal shall be disposed of or, if the owner so desires, placed under rabies quarantine for six (6) months at the owner's expense in a place approved by the state department of health and rehabilitative services county public health unit director/administrator or the state health officer. Such animals shall be given a rabies vaccination upon entering quarantine and shall be revaccinated one (1) month prior to release from quarantine.

(8) — Any animal held under quarantine must be claimed by the owner within three (3) working days following the last day of quarantine unless prior arrangements have been made or the animal shall be considered abandoned and disposed of as the animal services department division deems appropriate.

(9) — The owner of any dog or cat held under quarantine must provide proof of vaccination against rabies or have the dog or cat vaccinated against rabies before the dog or cat will be released from quarantine. The owner's failure to have the dog or cat vaccinated against rabies shall be a violation of this article.

Section 6. Section 5-32.1 is hereby created to read as follows:

Sec. 5-32.1. Attack or bite by dangerous dog; penalties; confiscation; destruction.

(a) If a dog that has previously been declared dangerous under this article attacks or bites a person or domestic animal without provocation, the owner of the dog, upon conviction, is guilty of a misdemeanor of the first degree, punishable as provided in section 775.082 or section 775.083, Florida Statutes. In addition, the dangerous dog shall be confiscated by the animal services division, placed in quarantine, if necessary, for the proper length of time, or impounded and held for ten (10) calendar days after the owner is

given written notification under section 5-32, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 5-32. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the dog during any appeal procedure.

(b) Pursuant to section 767.13, Florida Statutes, if a dog that has been previously declared dangerous under this article aggressively attacks and causes severe injury to or death of any person or domestic animal, the owner of the dog, upon conviction, is guilty of a felony of the third degree, punishable as provided in section 775.082, section 775.083 or section 775.084, Florida Statutes. In addition, the dog shall be immediately confiscated by the animal services division, placed in quarantine, if necessary, for the proper length of time or held for ten (10) calendar days after the owner is given written notification under section 5-32, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 5-32. The owner shall be responsible for payment of all boarding costs and such other fees as may be required to humanely and safely keep the dog during any appeal procedure.

(c) Pursuant to section 767.13, Florida Statutes, if a dog that has not been declared dangerous under this article attacks and causes severe injury to or death of any human, the dog shall be immediately confiscated by the animal services division, placed in quarantine, if necessary, for the proper length of time or held for ten (10) calendar days after the owner has been given written notification under section 5-32, and thereafter shall be destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 5-32. The owner shall be responsible for payment of all boarding costs and any other fees as may be required to humanely and safely keep the dog during any appeal procedure. In addition if the owner of the dog had prior knowledge of the dog's dangerous propensities, yet demonstrated a reckless disregard for such propensities under the circumstances, the owner of the dog is guilty of a misdemeanor of the second degree, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

Section 7. Section 5-33 (“Animals at large prohibited; self-help provisions”) is amended to read as follows:

Sec. 5-33. Animals at-large prohibited; self-help provisions.

(a) *Prohibition of animals at-large.*

(1) No domestic animal owner or person having charge, care, custody or control of any domestic animal shall permit, ~~either willfully or through failure to exercise due care and control,~~ any domestic animal to run at large, upon any public property, or off the premises of the owner.

(2) An officer finding a domestic animal at-large may issue a warning or, ~~at his discretion,~~ a citation for such violation. ~~or, alternatively, if~~ If the owner cannot be identified and located with reasonable effort, ~~or on a third or subsequent violation,~~ such animal may be seized and impounded.

(3) No domestic animal at large shall be permitted to cause injury, or threat of injury, to any person, or cause ~~any~~ property damage ~~to a person other than the animal's owner.~~

(4) The owner or keeper of a female dog or cat in heat (estrus) shall confine such dog or cat so as to make it inaccessible to any male dog or cat except for controlled and intentional breeding purposes.

(5) It shall be a violation of this article for the owner or keeper of a dog or cat to tie, chain or otherwise tether such animal in such a manner that it has access to public property or the property of another without the consent of the property owner.

(6) Any domestic animal transported in any open vehicle shall either be within a cage, crate or pen, which is well ventilated and secured within the body of the vehicle, or restrained by one (1) tether, affixed to the center of the vehicle and attached to the collar or harness of the animal to prevent the animal from escaping or causing injury to itself or any person. The tether shall be short enough to prevent the animal's head from reaching the sides or back of the vehicle. Nothing in this subsection shall be deemed to prohibit the transportation of horses, cattle, sheep, poultry or other agricultural livestock in trailers or other vehicles ~~designated~~ designed and constructed for such purposes.

(b) *Seizure of at large animals; harboring and finder-ownership.*

(1) When a domestic animal is at large ~~on private property, the property owner or tenant~~ a person may seize such animal in a humane manner if the owner of the animal is unknown to ~~the property owner or tenant~~ person and the owner of the animal is

not identified by tags, tattoos or any other form of identification. Any person, who finds a stray domestic animal, where the owner is unknown, shall relinquish custody to the animal services division or file a found animal report with the animal services division within two (2) calendar days after finding the animal. ~~Where such seizure is made, the property owner or tenant shall deliver the animal to the animal services department division or a private humane society or a similar organization unless the owner or keeper~~ If the person desires to maintain the seized animal as their own, in which case, he/she shall maintain such animal for the time set forth in subsection (2) hereinafter.

~~(2) Any person who finds a stray domestic animal or exotic pet shall either attempt to locate the owner or relinquish custody of the animal to the animal services department, a private humane society or a similar organization within two (2) business days after finding the animal. unless the finder desires to maintain the animal as his own. Any person delivering an animal to the animal services department division or a private humane society or similar organization shall do so at his own risk and must sign a delivery document at the point of delivery stating that the person making the delivery is doing so in accordance with this article. The delivery document shall be retained at the point of delivery and shall further state the date, time and location where the animal was found and a description of the animal. Any person who intends to keep a found domestic animal shall keep the animal for a thirty (30) consecutive days period, and if no owner is found, the finder shall be conclusively presumed to be the owner of such animal.~~

~~(3) If the ownership of a found animal is in dispute, a person claiming previous ownership of the found animal must provide the finder with proof of ownership in order to successfully reclaim the animal. Such proof may include documentation of prior veterinary records of such animal and/or identifying photographs.~~

~~(4) Any person who seizes an animal pursuant to this section shall exercise utmost care to treat the animal humanely and to avoid inflicting any cruelty, injury, sickness, hunger or other ailment or affliction upon the animal during both seizure and delivery of the animal. Any person unable to comply with this section shall not seize or deliver any animal.~~

Section 8. Section 5-34 (“Impoundment of animals; compulsory sterilization”) is amended to read as follows:

Sec. 5-34. Impoundment of animals; compulsory sterilization.

(a) ~~The board of county commissioners~~The County may purchase, construct, lease, operate, and maintain county shelters to retain:

(1) Any animal ~~authorized to be caught~~ captured, seized or picked up by the ~~department division manager or an animal services officer~~ pursuant to this article;

(2) Any animal delivered to the ~~department division manager or an animal services officer~~;

(3) Any animal ordered impounded by any court;

(4) Any animal under investigation for classification as dangerous or potentially dangerous.

(b) ~~The department division manager~~ may retain the services of a licensed veterinarian or utilize the animal services division ~~department~~ spay/neuter clinic veterinarian to spay or neuter any impounded fertile dog or cat, or to treat any sick or injured animal retained in a county shelter. When the owner or keeper of such animal is identified, such owner or keeper shall be liable for payment of the veterinary expenses or reimbursement of the county's expenses in treating and caring for the animal. Animal services ~~department~~ division staff may administer medication and veterinary care as prescribed by a veterinarian. The county, its employees and agents, shall not be liable for any act or omission in rendering such care.

(c) No animal impounded pursuant to this article shall be released to its owner or keeper until:

(1) The owner of the impounded dog, cat, or ferret, which is not currently vaccinated against rabies, will be issued a citation for failure notice to obtain a rabies vaccination and tag from a licensed veterinarian of the owner's choice, within a specified time frame;

(2) The owner or keeper of an impounded animal pays all applicable fees due;

(3) The owner or keeper of an impounded animal pays any expenses incurred by the county for veterinary treatment;

(4) ~~The owner or keeper of an impounded animal executes a sworn statement of ownership or responsibility;~~

~~(5) If a dangerous animal is impounded, The county court enters final judgment or issues an order releasing the animal pending final judgment, or the impoundment exceeds ten (10) business days and no appeal was made to the county court;~~

~~(6) When a animal being considered by the animal services classification committee for possible classification is declared as not dangerous, or, if declared as dangerous The owner complies with the requirements of the written notification of classification; and~~

~~(7) The department division manager may waive fees or citations for hardship or extenuating circumstances.~~

~~(d) An owned fertile dog or cat impounded by animal services may be spayed or neutered by the animal services division spay/neuter clinic, in accordance with the provision of this subsection and prior to the release of the dog or cat. Any owned fertile dog or cat impounded a second or successive time shall be spayed or neutered by the animal services department division spay/neuter clinic, in accordance with the provisions of subsection (1) below and prior to release of the dog or cat, unless the department division manager or designee determines otherwise in accordance with subsection (2) below:~~

~~(1) An initial citation for Category II violations, as identified in section 5-50, may be waived by the division manager if, prior to release, spay or neuter procedures are completed.~~

~~(+2) Upon second impoundment of an owned dog or cat, If ownership of the dog or cat can be determined, written notification of intent to sterilize the animal shall be given to the owner or keeper of this animal. The cost of the spay or neuter shall be charged to the owner upon redemption prior to release of the animal to the owner, but shall be deducted from the impound/redemption fees otherwise required by resolution.~~

~~(23) Any owner of an impounded animal subject to mandatory spay/neuter may petition in writing for a hearing to be conducted by the department division manager or his designee. Such petition must be made by the owner within three (3) working days of the department division's issuance of a notice of impoundment. The hearing must be held within four (4) working days of receipt of such petition. After the hearing, the department division manager or designee shall require the animal to be spayed or neutered unless the~~

~~department~~ division manager ~~or designee~~ has determined that good cause exists for not requiring that the animal be spayed or neutered.

(e) An initial citation for Category II violations, as identified in Section 5-50, may be waived by the division manager, pending completion of either spay or neuter surgery of the animal, within seven (7) working days of the initial notice of violation.

Section 9. Section 5-35 (“Seizure of animals on court order; disposition of impounded animals”) is amended to read as follows:

Sec. 5-35. Seizure of animals on court order; disposition
Disposition of impounded animals.

~~(a) When a county court adjudges an animal to constitute a nuisance under this article or any other law, the department division manager or an animal services officer may seize the animal, and transfer custody of it to a private humane society or a similar organization or otherwise place the animal for adoption if the animal is healthy. If the animal is not healthy or is not transferred or not adopted, the department division manager may destroy it in a humane manner.~~

~~(ba)~~ The department division manager may transfer ownership or custody to a humane agency, ~~place for~~ determine suitability for adoption, or destroy in a humane manner any animal impounded pursuant to this article where:

- (1) ~~No owner exists~~ An owner cannot be identified;
- (2) An owner relinquishes ownership of the animal; An owner cannot be identified;
- (3) An owner is identified, but cannot be notified;
- (4) An owner is notified, but, by his statements, actions, or failure to act, indicates an intent to abandon the animal; or
- (5) An owner does not claim the animal within the applicable period of time specified in subsection (b) below.
- (6) A county court or presiding legal authority adjudges an animal to constitute a nuisance under this article or any other law and orders seizure of an animal.

(eb) Upon compliance with the following provisions, the animal services department division shall be deemed to have complied fully with due process of law, and the owner ~~or keeper~~ shall not be entitled to compensation for loss of the animal.

(1) Any dog or cat not exhibiting any form of identification shall be held a minimum of three (3) working days, excluding day of impoundment, and then made available for adoption;

(2) ~~Animal services department staff shall either make a minimum of three (3) diaried telephonic attempts or one (1) written notice by certified mail, return receipt requested, informing the owner of the impoundment of any animal exhibiting any means of identification. Such telephone attempts or notice by mail shall be completed prior to the end of the next working day following the impoundment. Attempts to give an owner notice by physical contact, or veterinarian contact, shall qualify as attempted telephone contact.~~ A dog or cat shall be held a minimum of five (5) working days excluding day of impoundment.

(3) ~~A dog or cat wearing a tag or exhibiting other means of identification shall be held a minimum of five (5) working day excluding days of impoundment and holidays, from the date of attempted notification of the owner by telephone contact or any other attempted form of notification except that an animal whose alleged owner has been mailed a certified letter will be held for ten (10) working days following the date the letter was mailed. When a potential owner has been identified, animal services division staff shall either make a minimum of three (3) diaried telephonic attempts or one (1) written notice by certified mail, return receipt requested, informing the owner of the impoundment of an animal. Notice by mail shall be completed prior to the end of the next working day, excluding Sundays and county holidays, following the impoundment. An animal whose alleged owner has been mailed a certified letter will be held for ten (10) working days, excluding day of impoundment, following the date the letter was mailed. Attempts to give an owner notice by physical contact, or veterinarian contact, shall qualify as attempted telephone contact.~~

(4) ~~If animal services department staff fails to attempt to give notice to an owner in accordance with the notification provisions of this section of any dog or cat wearing a current tag, or exhibiting other means of identification, no fee shall be charged for the board or care of such dog or cat for the period of time prior to the owner's receipt of actual notice of the impoundment.~~

(54) Notwithstanding the aforesaid impoundment periods, upon certification by a veterinarian, or, in the event that a veterinarian is ~~or will not be available for immediate diagnosis within a twenty-four hour period~~, then, an employee designated by the ~~department~~ division manager, ~~that medical treatment cannot save an animal, such animal may be humanely euthanized to prevent needless pain and suffering~~ may humanely euthanize an animal to prevent needless pain and suffering.

~~(6) In the event an animal's required holding time has expired, the animal may be transferred to any adoption agency.~~

~~(dc) Euthanasia shall be performed in accordance with section 828.058, Florida Statutes. A licensed veterinarian shall examine euthanasia procedures monthly to ensure euthanasia is being carried out in a humane manner. An animal's body shall not be disposed of until death is confirmed by a qualified person. Animals shall be checked to make certain that vital signs have stopped or rigor mortis has set in~~ exists.

~~(ed) The animal services department~~ division shall participate in an adoption program and ~~or~~ may cooperate with breed rescue programs to promote responsible ownership of pets and goodwill in the community. ~~Fees and procedures will be established by resolution.~~

Section 10. Section 5-36 (“Disposal of dead animals”) is amended to read as follows:

Sec. 5-36. Disposal of dead animals.

(a) It is a violation of this article to deposit or leave a dead animal without the owner's consent on public property or on the private property of a person other than the owner of such animal.

(b) When the ~~department~~ division manager or an animal services officer discovers a dead animal on private property, the ~~department~~ division manager shall provide written notice to the owner or keeper of such animal, ordering the owner or keeper to dispose of the remains within twenty-four (24) hours. If the owner or keeper of a dead animal cannot be identified or notified, the ~~department~~ division manager shall dispose of the remains. If a notified owner or keeper fails to comply within twenty-four (24) hours after receipt of the written notice, the ~~department~~ division manager shall cause the remains to be disposed of and shall bill the owner or keeper of the animal the applicable fee and issue a citation for violation of ~~the this~~ provisions of this section.

(c) When the ~~department~~ division manager or an animal services officer discovers a dead animal on public property, and county-maintained roads, the ~~department~~ division manager shall cause the remains to be disposed of and shall make a reasonable effort to identify and notify the owner ~~or keeper~~ of such animal. If the animal is wearing a current rabies tag or other means of identification, animal services division staff shall attempt notification of the owner by telephone or mail within twenty-four (24) hours.

~~(d)~~—A ~~log~~ Information shall be maintained at the animal services ~~department~~ division as to the date, time and location of pickup and a description of the animal to be available to owners seeking information as to missing animals.

~~(e)~~—~~If the animal is wearing a current rabies tag, animal services department division staff shall attempt notification of the owner by telephone or mail within twenty-four (24) hours.~~

~~(fd)~~ Upon death of an animal for any reason other than rabies, the owner or keeper shall immediately dispose of the carcass of such animal by burning and/or burying at least three (3) feet below the surface of the ground.

Section 11. Section 5-37 (“Rabies vaccination”) is amended to read as follows:

Sec. 5-37. Rabies vaccination.

(a) The owner or keeper of a dog, cat, or ferret four (4) months of age or older shall vaccinate such dog, cat, or ferret against rabies through a licensed veterinarian. Evidence of rabies vaccination shall consist of a certificate signed by the licensed veterinarian administering the vaccination and identifying the owner and the address of the dog, cat, or ferret and containing such other information as required by state law.

(b) A rabies vaccination is excused only if a dog, cat, or ferret is less than four (4) months of age, or if a licensed veterinarian certifies in writing that rabies vaccination would be injurious to the health of a dog, ~~or cat, or ferret~~. In the latter case, such dog, cat, or ferret shall be confined in an enclosed building or a kennel at all times until a licensed veterinarian can safely vaccinate the dog, cat, or ferret.

(c) The county rabies control program shall be carried out pursuant to Chapter 64D-3, Florida Administrative Code and the following provisions:

(1) When a dog or cat has bitten or is believed to have bitten a human being or another animal, or is suspected of carrying rabies, the dog or cat shall be quarantined for rabies observation for a reasonable period of time, as determined by the division manager, but in no case less than ten (10) calendar days. The owner/keeper of such dog or cat shall relinquish possession of the dog or cat for the purpose of quarantine. Refusal to surrender any animal believed to have inflicted a bite on a person upon lawful demand shall be in violation of this article. At the discretion of the division manager, any such dog or cat without a current rabies vaccination may be kept in quarantine at the owner's expense in a county shelter or at an approved holding facility of a local veterinarian or an approved boarding kennel.

(2) The state department of health and rehabilitative services county public health unit director/administrator or the state health officer may make an exception and approve confinement of a dog or cat having a current rabies vaccination administered by a licensed veterinarian at the owner's home or at another acceptable location. If the division manager determines, at any time during the quarantine period, that the owner/keeper of the dog or cat has failed to sufficiently confine the dog or cat, the owner shall relinquish possession of the dog or cat to the animal services division. The dog or cat will then be confined in the custody of the animal services division or at an approved holding facility of a local veterinarian for the remainder of the quarantine period at the owner's expense.

(3) Dogs and cats or other animals under quarantine shall not be released or removed from the place of quarantine unless permission is obtained from the county health unit director or the state department of health and rehabilitative services county public health unit director/administrator or the state health officer.

(4) Bites of guinea pigs, hamsters, ferrets, lagomorphs (rabbits and hares), livestock, squirrels, gerbils, chipmunks, rats, mice and other rodents shall be evaluated on an individual basis at the discretion of the state department of health and rehabilitative services county public health unit director for a determination as to the need for laboratory examination.

(5) Any free-roaming wild mammal that has bitten or exposed a human to rabies shall be disposed of immediately in a manner that the head of the animal can be submitted to one of the laboratories of the state department of health and rehabilitative services for examination for rabies. When a free-roaming wild mammal which is on a list of endangered animal species is involved,

the Florida Fish and Wildlife Conservation Commission shall be notified and given the opportunity to obtain the specimen and other relevant information.

(6) Any dog or cat with a current rabies vaccination that is bitten or exposed by a known rabid animal shall be revaccinated immediately by a licensed veterinarian and quarantined for ninety (90) calendar days. The state health director or his designee may permit such animal to be quarantined at home, the animal services division, or another approved facility. Such animal shall be on a leash when taken outdoors.

(7) Any dog or cat without a current rabies vaccination that is bitten by or exposed to a known rabid animal shall be disposed of or, if the owner so desires, placed under rabies quarantine for six (6) months at the owner's expense in a place approved by the state department of health and rehabilitative services county public health unit director/administrator or the state health officer. Such animals shall be given a rabies vaccination upon entering quarantine and shall be revaccinated one (1) month prior to release from quarantine.

(8) Any animal held under quarantine must be claimed by the owner within three (3) working days following the last day of quarantine unless prior arrangements have been made or the animal shall be considered abandoned and disposed of as the animal services division deems appropriate.

(9) The owner of any dog or cat held under quarantine must provide proof of vaccination against rabies or have the dog or cat vaccinated against rabies before the dog or cat will be released from quarantine. The owner's failure to have the dog or cat vaccinated against rabies shall be a violation of this article.

Section 12. Section 5-38 (“Certificates and tags”) is amended to read as follows:

Sec. 5-38. Certificates and tags.

- (a) Rabies certificates and tags issued by licensed veterinarians and veterinary clinics will be recognized as appropriate identification for dogs, cats and ferrets in Orange County.
- (b) A certificate and tag issued for one (1) dog, cat, or ferret is not valid for any other dog, cat, and ferret. No tag shall be valid after the expiration of the rabies vaccination regardless of the date of issuance.
- (c) All dogs, cats and ferrets in Orange County shall have

displayed on its collar a current rabies vaccination tag, when not confined inside the owner's or keeper's home, except:

(1) When the dog, cat, or ferret is participating in an organized exhibition field trial, competition, or legal sport under the supervision of its owner or keeper, or is training for such events, or is undergoing grooming;

(2) When the dog, cat, or ferret is confined inside ~~the owner's home,~~ a licensed kennel or grooming facility.

(3) When a licensed veterinarian orders in writing that the collar and tag be removed from the dog, cat or ferret for health reasons.

(d) The tag shall be the standard tag issued by the veterinarian or veterinary clinic administering the vaccination. Replacement of the tag will be in conjunction with the revaccination date recorded on the rabies vaccination certificate issued by the veterinarian.

(e) Animal services shall issue rabies vaccination tags and certificates for dogs and cats adopted from animal services. Subsequent rabies vaccinations, tags, and certificates will be acquired from the veterinarian administering future inoculations.

(f) A police dog, as defined in section 843.19, Florida Statutes, shall be exempt from wearing a license rabies tag while being used by a law enforcement agency.

Section 13. Section 5-39 ("Fees") is amended to read as follows:

Sec. 5-39. Fees.

~~(a) By resolution, the board of county commissioners shall establish fees to be charged for impounding animals pursuant to this article.~~

~~(ba)~~ By resolution, the The Board of County Commissioners may, from time to time, by resolution, establish fees and charges applicable to any matter covered by this article.

~~(1) Provide for the owner or keeper of an unaltered dog or cat impounded for the first time or for the owner or keeper issued a first citation of an unimpounded animal to convert the impoundment fees or citation fee to the cost of neutering or spaying such unaltered dog or cat.~~

~~(2) Provide for the owner or keeper of an unaltered dog or cat impounded after the first time to pay a neuter or spay deposit in addition to the impoundment fees.~~

~~(3) Establish fees for services provided by the low-cost spay/neuter clinic.~~

~~(4) Establish fees for certificates of registration for dangerous animals, providing the fees do not exceed five hundred dollars (\$500.00).~~

~~(5) Establish fees for the disposal of dead animals.~~

~~(6) Establish fees to be charged to owners of animals that are seized by the animal services department for violations of this article and returned to their owners without impoundment.~~

~~(eb) All fees collected shall be deposited in the county's general revenue fund. All expenses of administering this article shall be paid from the general fund.~~

Section 14. Section 5-40 (“Advertisement of dogs or cats for sale or free”) is amended to read as follows:

~~**Sec. 5-40. Advertisement of dogs or cats for sale or free. Commercial Kennel and Pet Dealer Registration.** Any individual who advertises by any means, including but not limited to yard signs, newspapers, and magazines, dogs and cats four (4) months of age or older for sale or for free must include the date of the current rabies vaccination for each animal advertised. If the animal is less than four (4) months of age, then the expiration date of the current rabies vaccination for the female parent of such animal must be included in each pet advertisement. It shall be unlawful for a commercial kennel or pet dealer within the County to fail to register said kennel or pet dealer with the animal services division.~~

~~(a) Registration for commercial kennels and pet dealers shall be issued for each fiscal year beginning October first and ending September thirtieth upon a payment of the proper fee. A partial year registration fee of one-half the annual rate established by the board of county commissioners may be charged for any commercial kennel business operation or pet dealer in its initial year of business when commencing its operation on or after April first of said initial year.~~

Noncommercial kennels shall be exempt from the registration requirements of this article; provided, it shall be unlawful for the owner or operator of any noncommercial kennel to allow said kennel to become a nuisance or to emit such offensive odors or noises as to disrupt the comfort, peace, quiet or repose of any person residing in the vicinity of said kennel.

(b) Every person owning and operating a commercial kennel or pet dealer within the County shall properly feed and care for all animals in their custody. The premises of said kennel or pet dealer shall be periodically inspected during reasonable business hours by an animal services officer who shall issue a notice of violation if any kennel or pet dealer is found in violation of any requirement of this article. Said premises shall be reinspected within three working days after issuance of said notice of violation.

The failure to correct said violation after notice shall be unlawful and the animal services officer may take any or all of the following actions:

- (1) Seek a court order;
- (2) Revoke the registration;
- (3) File a complaint with the State Attorney's Office.

(c) Every person owning and operating a commercial kennel or pet dealer within the County shall comply with the following sections:

(1) Housing facilities for animals shall be structurally sound and shall be maintained in good repair, to protect the animals from injury, to contain, and to restrict the entrance of other animals.

(2) Any bedding utilized shall be clean and dry. All animal rooms, cages, kennels, shipping containers, and runs shall be of sufficient size to provide adequate and proper accommodations and protection from the weather for the animals kept within.

(3) Separation of animals by Species. Animals of different species may not be confined or displayed in the same cage. All animals, which are natural enemies, temperamentally unsuited, or otherwise incompatible, shall not be quartered together or so near each other as to cause injury, fear or torment.

(4) Ventilation and Lighting. All areas in which animals

are confined shall have adequate illumination and ventilation. The area shall be illuminated during the daylight hours but not directly into cages.

(d) Every person owning and operating a commercial kennel or pet dealer within the County shall comply with the following requirements for standard of care of the animals in their custody:

(1) Whenever an animal is left unattended at a commercial kennel or pet dealer, the name and telephone number of the responsible person shall be posted in a conspicuous place at the front of the property, visible from outside the facility.

(2) Disease or illness. Any animal, which exhibits symptoms of disease or illness, shall be separated to the greatest extent possible from other healthy animals. No animal which is known to have, or may reasonably be suspected of having, a disease contagious or communicable to humans, may be exposed to or offered for sale to the public.

(3) Drinking Water. Fresh water shall be available to all animals and replaced whenever necessary during each day.

(4) Feeding. All animals requiring the daily intake of food shall be fed at least once every 24-hour period. The type of food provided shall be appropriate for each particular species and shall be of sufficient nutrition for the health and well being of the species.

(5) Sanitation. All areas of confinement, display and sales and storage areas shall be maintained in a healthful and sanitary condition.

(6) Treatment. All animals exhibiting symptoms of illness or disease shall be treated by a licensed veterinarian.

Section 15. Section 5-41 (“Trapping; exposing poison”) is amended to read as follows:

Sec. 5-41. Trapping; exposing poison.

(a) The animal services ~~department~~ division may set box (live-cage) traps only for animals which have allegedly bitten a person or another animal, for nuisance animals that pose a health risk or cause property damage or for the purposes of humane rescue in the interest of the animal itself, as determined by the ~~department~~ division manager of the animal services ~~division~~ department. A trap may not be set on weekends, county holidays, and during such hours when the

animal services ~~department~~ division staff is unavailable to retrieve or release a captured animal. Appropriate signage notifying neighbors that a trap is in use must be conspicuously posted at all times. A trap shall be checked a minimum of once every eight (8) hours by an animal services officer or the citizen requesting the trap. The responsible person attending the trap shall immediately notify the animal services ~~department~~ division when an animal is captured.

(b) No animal services ~~department~~ division traps will be provided to the general public for the purpose of trapping animals except to assist animal services in trapping as provided in subsection (a).

(c) Trapping of animals by the public utilizing unauthorized private traps is prohibited. ~~The state game and fresh water fish commission should be contacted for wildlife problems.~~

(1) *Exceptions.*

a. Hunting of game birds and animals in compliance with state laws regulating such activities which shall be limited to rural areas only. Non-targeted animals shall be released immediately at the site of capture.

b. Nuisance wildlife by such persons holding current permits to engage in such activity, issued by the ~~state game and fresh water fish commission~~ Florida Fish and Wildlife Conservation Commission, and who are registered with the animal services division ~~department~~. Such trapping must be in strict compliance with the provisions of the state permit. Non-targeted animals shall be released immediately at the site of capture. ~~Nothing shall prohibit employees of the state game and fresh water fish commission from such activities when carrying out the duties of their employment.~~

(d) Any person who traps animals, without animal services ~~department~~ division authority or who is not in compliance with the provisions of this article or not in strict compliance with ~~state game and fresh water fish commission~~ Florida Fish and Wildlife Conservation Commission permits, will be in violation of this section. Animal services will confiscate any trap used in violation of this section.

(e) No person or entity shall leave or deposit any poisonous or injurious substance of any kind in any common street, alley, lane or thoroughfare or any yard or enclosure which would injure or kill an animal.

(1) *Exceptions:*

a. *Moles:* Except when contracting the services of a professional, licensed exterminator, only commercial mechanical devices intended for that purpose shall be used.

b. *Rats and mice:* Only products, substances or poisons which are completely enclosed in a tamper-resistant or tamper-proof bait station accessible only to rats and mice.

Section 16. Section 5-42 (“Nuisance animals; offenses and procedures”) is amended to read as follows:

Sec. 5-42. Nuisance animals; ~~offenses and procedures.~~

(a) It shall be a violation of this article for the owner or keeper of any domestic animal to permit an animal to constitute a nuisance by permitting or allowing such animal to engage in any of the following specifically prohibited behaviors:

- (1) Habitual or repeated bothersome noises;
- (2) Chasing vehicles, livestock, domestic animals, humans or running at large;
- (3) Acting in an aggressive manner;
- (4) Damaging or destroying public or private property;
- (5) Causing a serious annoyance so as to interfere with the reasonable use and enjoyment of property;
- (6) Being an unwelcome guest on private or public property;
- (7) Emitting offensive odors, either from the animal or upon property due to the animal.

(b) Failure by an owner or keeper to observe any of the following mandatory duties shall constitute a violation of this article:

- (1) The owner or keeper of every domestic animal shall be held responsible for every behavior of such domestic animal under the provisions of this article;

(2) The owner or keeper of every animal shall be responsible for the removal of any excreta deposited by an animal on public ways, recreation areas, or private property;

(3) The owner or keeper of an animal shall maintain that animal and the property upon which it is located so as to prevent offensive odors which disturb the comfort, peace or repose of any person ~~who residing~~ resides in the vicinity.

~~(c) Any nuisance complaint may be investigated by animal services. However, before a citation may be issued, the animal services officer must have personal knowledge of the nuisance or at least two (2) affidavits from different parties residing in close proximity to the alleged nuisance must be received. One affidavit may be sufficient to warrant investigation and issue a citation where there is only one (1) party in close proximity to the alleged nuisance. To initiate an animal services investigation, a signed statement of complaint on a form provided by the animal services department setting forth the nature of the complaint, the date and time of the act, a description of the animal and the owner of the animal, if known, shall be required to be submitted to the animal services department by any person who reports an alleged nuisance animal.~~

Section 17. Section 5-43 (“Neglect of animals prohibited”) is amended to read as follows:

Sec. 5-43. Neglect of animals prohibited.

~~(a) Neglect means to give little attention or respect or to leave unattended.~~ Neglect of animals is a violation of this article and occurs if the owner or keeper of an animal commits any one of the following prohibited acts or omissions:

(1) ~~Fails to provide food, water, shelter, adequate ventilation, protection from the elements, or other care generally considered to be normal, usual and accepted for an animal’s health and well-being; Neglects the responsibility of providing an animal with good and wholesome food, water, and shelter;~~

(2) Confines any animal without providing wholesome exercise ~~and change of air;~~

(3) Abandons any animal and neglects the responsibility to provide for the animal;

~~(4) Engages or attempts to engage in sexual intercourse or~~

~~any type of sexual contact with any animal; or~~

(54) Leaves a dog, cat, or other animal unattended in a parked vehicle with inadequate or no ventilation.

(b) Any person who unnecessarily overloads, overdrives, torments or deprives of necessary sustenance or shelter, or carries in or upon any vehicle or otherwise, any animal in a neglectful or contemptuous manner, is in violation of this article.

~~(c) Any person who unnecessarily overloads, overdrives, torments or deprives of necessary sustenance or shelter, or carries in or upon any vehicle, or otherwise, any animal in a neglectful or contemptuous manner is in violation of this article.~~

(dc) The operator of a motor vehicle who strikes a domestic animal shall stop at once, render such assistance as may be possible, and immediately report such injury or death to the animal's owner if such can be found. In the event the owner cannot be found, the operator shall at once report the incident to the animal services ~~department~~ division or the appropriate local law enforcement agency. Behavior in violation of this subsection constitutes "neglect" as defined hereinabove.

Section 18. Section 5-44 ("Spay/neuter program") is amended to read as follows:

Sec. 5-44. Spay/neuter program.

(a) A low-cost public spay/neuter clinic, at which any Orange County resident may have dogs and cats sterilized by a licensed veterinarian, has been established and is located at the animal services facility.

(b) Rabies vaccinations ~~may~~ will be provided, for a fee, to those animals being sterilized, pursuant to Section 5-37. Animals presented at the clinic for sterilization which are unvaccinated against rabies shall be inoculated at that time. Future rabies vaccinations must be procured from private veterinary clinics.

(c) Fees for impoundment shall be forgiven to the amount paid for the spay/neuter clinic fee paid for animals impounded for the first time.

(d) ~~Those~~ County residents who meet the one hundred (100) percent federal poverty level standards, or receive Medicaid benefits, may have their animals spayed or neutered without charge.

~~(e) Fees for the clinic will be established by resolution to this article.~~

~~(fe) Residents seeking service from the clinic shall sign a statement holding the clinic harmless and shall retrieve their animal on the date specified by the clinic. Failure to do so shall result in an additional charge for board. The animal may be retained overnight on the day of surgery with no additional charge.~~

Section 19. Section 5-45 (“Animal services department programs”) is amended to read as follows:

Sec. 5-45. Animal services division department programs.

(a) The animal services department division will conduct an ongoing pet education program for adults and children as to the responsibilities of pet ownership, the need to sterilize animals, the services available from the animal services department division and the laws relating to animals in the county.

(b) The animal services department division will conduct an ongoing adoption program at the animal services facility. Fees and procedures will be established by resolution.

Section 20. Section 5-46 (“Wildlife hybrids prohibitions”) is amended to read as follows:

Sec. 5-46. ~~Wildlife hybrids prohibitions.~~ Cruelty to Animals.

~~(a) It is unlawful to own, harbor, keep, transport, sell, or breed any wildlife hybrid of the family canis or felis, or breed any wildlife with a dog or cat, unless the owner or keeper or breeder is in possession of an appropriate permit issued by an agency of the state authorizing such activity. Pursuant to Section 828.12, Florida Statutes, as may be amended, cruelty to animals is a criminal offense. The division shall investigate reported incidents involving cruelty to animals or support investigations by other enforcement agencies when so requested and refer cases where probable cause exists to the state attorney's office for criminal prosecution.~~

~~(b) Any animal alive and within the territory of the county on October 1, 1995, shall not be subject to the prohibition contained in subsection (a) above. However, the keeping or maintenance of any such animal shall be subject to such regulations as the board of county commissioners may enact from time to time by resolution.~~

The following acts or omissions shall constitute cruelty to animals under this article:

(1) Unnecessarily overloading, overdriving, tormenting, depriving of necessary sustenance, shelter, or medical care, or unnecessarily mutilating, or killing any animal or causing the same to be done, or carrying in or upon any vehicle, or otherwise, any animal in a cruel or inhumane manner.

(2) Intentionally committing an act to any animal which results in the cruel death, or excessive or repeated infliction of unnecessary pain or suffering, or causes the same to be done.

(3) Poisoning a dog, cat, ferret, or other pet animal.

(c) All wildlife hybrids not exempted from the application of this section by virtue of being the subject of a state permit described in subsection (a) or by the terms of subsection (b) are contraband. Such wildlife hybrids shall be delivered to an individual possessing an appropriate state permit, the animal services department division, a humane society or be humanely euthanized. Pursuant to Section 828.13, Florida Statutes, as may be amended, confining an animal without sufficient food, water or exercise, or abandonment of an animal is a criminal offense. The division shall investigate reported incidents involving such action or support investigations by other law enforcement agencies when so requested and refer cases where probable cause exists to the state attorney's office for criminal prosecution.

(d) The following acts or omissions shall constitute improper confinement or abandonment:

(1) Impounding or confining an animal without a sufficient quantity of good and wholesome food and water.

(2) Keeping an animal in any enclosure without wholesome exercise and change of air.

(3) Abandoning to die any animal that is maimed, sick, infirm, or diseased.

(4) Abandoning an animal to suffer injury, malnutrition or illness without veterinary care.

(e) A veterinarian rendering services is exempt from the provisions of this section.

(f) Pursuant to section 828.122, Florida Statutes, as may be amended, fighting or baiting animals is a criminal offense. The division shall report incidents involving such action to the appropriate law enforcement agency and support investigations when so requested and refer cases where probable cause exists to the state attorney's office for criminal prosecution.

(g) The following acts or omissions shall constitute improper fighting or baiting under this article:

(1) Baiting, breeding, training, transporting, selling, owning, possessing, or using any wild or domestic animal for the purpose of animal fighting or baiting.

(2) Owning, possessing, or selling equipment for use in animal fighting or baiting;

(3) Owning, leasing, managing, operating, or having control of any property kept or used for animal fighting or baiting;

(4) Promoting, staging, advertising, or charging any admission fee to a fight or baiting between two or more animals;

(5) Performing any service or act to facilitate animal fighting or baiting, including, but not limited to, providing security, refereeing, or handling or transporting animals or being a stakeholder of any money wagered on animal fighting or baiting;

(6) Betting or wagering any money or other valuable consideration on the fighting or baiting of animals;

(7) Attending the fighting or baiting of animals.

(h) These provisions shall not apply to any person:

(1) Simulating a fight for the purpose of using the simulated fight as part of a motion picture that will be used on television or in a motion picture.

(2) Using animals to pursue or take wildlife or to participate in any hunting regulated or subject to being regulated by the rules and regulations of the Florida Fish and Wildlife Conservation Commission.

(3) Using animals to work livestock for agricultural

purposes.

(4) Simulating bloodless bullfighting; or

(5) Using animals to hunt wild hogs or retrieve domestic hogs.

(i) Nothing in this section shall be construed to prohibit, impede, or otherwise interfere with recognized animal husbandry and training techniques or practices not otherwise specifically prohibited by law.

Section 21. Section 5-50 (“Violations; construction of article”) is amended to read as follows:

Sec. 5-50. Violations; construction of article.

(a) It is a Category I violation of this article for any person, ~~either willfully or negligently,~~ to:

(1) Refuse to surrender an animal upon lawful demand by the division manager or designee, an animal services officer, or to an employee of the state department of health and rehabilitative services county public health unit.

(2) Fail to comply with the provisions or requirements of any written notification of classification for a dangerous dog or a potentially dangerous dog.

(3) Fail to notify the animal services division that a dangerous or potentially dangerous dog has been brought into the county.

(4) Fail to control a previously declared dangerous dog or potentially dangerous dog, resulting in an unprovoked attack or bite.

(5) Fail to control an animal, resulting in severe injury to a human being or another animal.

(6) Fail to properly use a restraining device as defined in this article.

(7) Fail to quarantine an animal (i) which has bitten or is believed to have bitten a human being or another animal, or (ii) which is suspected of carrying rabies.

(8) Treat any animal in a neglectful manner as neglect is defined in this article.

(9) Abandon any animal as abandon is defined in this article.

(10) Fail to control an animal, resulting in an animal biting a human being unless such animal is reacting to a person unlawfully on property or protecting its owner or keeper from an unjustified attack or assault.

(11) Fail to confine a female dog or cat in heat (estrus) as required by this article.

(12) Sell, purchase or obtain a dog or cat for the purpose of human or animal consumption or to permit or engage in such consumption.

(13) Fail to trap by humane standards, including allowing an animal to remain within a trap for a period of time which is detrimental to the animal.

(14) Transport an animal in any open truck unless restrained by an appropriate truck tether system that is attached to the collar or harness of the animal, or such animal is placed in a well-ventilated cage or crate.

(b) It is a Category II violation of this article for a person, an owner or keeper of any domestic animal to:

(1) Fail to cooperate, refuse to provide information, or interfere with an animal services representative during the performance of their duties pursuant to this ordinance.

(2) Entice or lure an animal out of an enclosure or off the property of its owner or keeper, or to seize, molest or tease an animal which is held or properly confined by its owner or keeper.

(3) Permit an animal to engage in habitual or repeated bothersome noises.

(4) Permit an animal to chase vehicles, livestock, domestic animals, humans or be at large.

(5) Permit an animal to act in an aggressive manner.

(6) Permit an animal to damage or destroy public or private property

(7) Permit an animal to interfere with the reasonable use and enjoyment of property.

(8) Permit an animal to be an unwelcome guest on private property.

(9) Fail to remove excreta from animal owner's property, resulting in offensive odors.

(10) Fail to complete responsible pet ownership class.

(11) Fail to comply with the provisions or requirements for Commercial Kennel or Pet Dealer registration, pursuant to this ordinance.

(c) It is a Category III violation of this article for the owner or keeper of any domestic animal to:

(1) Possess or use a stolen, invalid, counterfeit or forged certificate, tag, or other document required by or issued pursuant to this article.

(2) Refuse or fail to have a current rabies vaccination for a dog, cat, or ferret as prescribed by this article.

(3) Fail to attach and display the required tag to a dog, cat, or ferret's collar when not confined inside the owner's residence.

(4) Fail to dispose of the remains of the animal within twenty-four (24) hours of the known time of death or discovery of death of such animal.

(5) Deposit or leave a dead animal on public property or the private property of another person without the owner's consent.

(6) Trap without obtaining permission to trap from the animal services division.

(7) Fail to remove any excreta deposited upon public property or another person's private property by any animal within the care, custody, ownership, or control of such person.

(8) Leave or deposit in any common street, lane or thoroughfare or any yard or enclosure, any poisonous or injurious substance which would injure or kill an animal.

(9) Crop a dog's ears or crop a dog's tail, except through the services of a licensed veterinarian.

(10) Sell or purchase for feed purposes, or to feed, any animal except vermin to constrictor snakes.

(11) Dye or color artificially any animal or fowl, including but not limited to, rabbits, baby chickens and ducklings.

(12) Sell, offer for sale or give away for purposes of premiums, pets or toys, any baby chicken, duckling, or other fowl under four (4) weeks of age or rabbit under two (2) months of age.

(13) Kill, attempt to kill, attempt to capture, molest, maim, injure, sell or offer for sale any wild bird or to mutilate, destroy or take possession of eggs of wild birds within the county. This prohibition shall not apply to lawful hunting of game birds in rural areas.

~~(1) — Refuse to surrender an animal upon lawful demand by the department manager or designee, an animal services officer, or to an employee of the state department of health and rehabilitative services county public health unit.~~

~~(2) — Fail to comply with the provisions or requirements of any written notification of classification for a dangerous animal or a potentially dangerous animal.~~

~~(3) — Fail to notify the animal services department that a dangerous animal has been brought into the county.~~

~~(4) — Allow a previously declared dangerous animal or potentially dangerous animal to execute an unprovoked attack or bite.~~

~~(5) — Allow an animal to severely injure a human being.~~

~~(6) — Fail to quarantine an animal (i) which has bitten or is believed to have bitten a human being or another animal, or (ii) which is suspected of carrying rabies.~~

~~(7) — Entice or lure an animal out of an enclosure or off the property of its owner or keeper, or to seize, molest or tease an animal~~

~~which is held or properly confined by its owner or keeper.~~

~~(8) — Sell, purchase or obtain a dog or cat for the purpose of human or animal consumption or to permit or engage in such consumption.~~

~~(9) — Fail to trap by humane standards, including allowing an animal to remain within a trap for a period of time which is detrimental to the animal.~~

~~(10) — Interfere with the animal services department manager or designee or an animal services officer in the administration or enforcement of this article.~~

~~(11) — Treat any animal in a neglectful manner as neglect is defined in this article.~~

~~(12) — Abandon any animal as abandon is defined in this article.~~

~~(13) — Unlawfully own, keep, or harbor any wildlife hybrid as such is defined in this article.~~

~~(14) — Unlawfully breed any wildlife or wildlife hybrid with a domestic animal or hybrid.~~

~~(15) — Allow an animal to bite a human being unless such animal is reacting to a person unlawfully on property or protecting its owner or keeper from an unjustified attack or assault.~~

~~(16) — Refuse or fail to have a dog or cat currently vaccinated against rabies in the manner required by this article.~~

~~(17) — Fail to confine a female dog or cat in heat (estrus) as required by this article.~~

~~(18) — Permit an animal to constitute a nuisance by allowing such animal to engage in any one of the following prohibited behaviors:~~

~~a. — Habitual or repeated bothersome noises;~~

~~b. — Chasing vehicles, livestock, domestic animals, humans or running at large, or acting in an aggressive manner;~~

~~c. — Damaging or destroying public or private~~

property;

~~d. — Causing a serious annoyance such as to interfere with the reasonable use and enjoyment of property;~~

~~e. — Being an unwelcome guest on private property;~~

~~f. — Emission of offensive odors.~~

~~(19) — Transport an animal in any open truck unless restrained by one (1) tether affixed to the center of the vehicle, and attached to the collar or harness of the animal, or such animal is placed in a well-ventilated cage or crate.~~

~~(20) — Possess or use a stolen, invalid, counterfeit or forged certificate, tag, or other document required by or issued pursuant to this article.~~

~~(21) — Refuse or fail to obtain a rabies tag for a dog or cat as required by this article.~~

~~(22) — Fail to attach and display the required tag to a dog, cat, or ferret's collar when not confined inside the owner's residence.~~

~~(23) — Permit an animal to be at large.~~

~~(24) — Fail to dispose of the remains of the animal within twenty-four (24) hours of the known time of death or discovery of death of such animal.~~

~~(25) — Fail to exhibit a rabies certificate pursuant to lawful request.~~

~~(26) — Trap without obtaining permission to trap from the animal services department.~~

~~(27) — Deposit or leave a dead animal on public property or the private property of another person without the owner's consent.~~

~~(28) — Fail to include the rabies expiration of each dog or cat, four (4) months of age or older, and the rabies vaccination expiration of the female parent of each dog or cat under four (4) months of age, in any advertisement offering the animals for sale or gift.~~

~~(29) — Fail to remove any excreta deposited upon public property or another person's private property by any animal within~~

the care, custody, ownership, or control of such person.

~~(30) Leave or deposit in any common street, lane or thoroughfare or any yard or enclosure, any poisonous or injurious substance which would injure or kill an animal.~~

~~(31) Sell or purchase for feed purposes, or to feed, any animal except vermin to constrictor snakes~~

~~(32) Dye or color artificially any animal or fowl, including but not limited to, rabbits, baby chickens and ducklings.~~

~~(33) Sell, offer for sale or give away for purposes of premiums, pets or toys, any baby chicken, duckling, or other fowl under four (4) weeks of age or rabbit under two (2) months of age.~~

~~(34) Crop a dog's ears or crop a dog's tail, except through the services of a licensed veterinarian.~~

~~(35) Kill, attempt to kill, attempt to capture, molest, maim, injure, sell or offer for sale any wild bird or to mutilate, destroy or take possession of eggs of wild birds within the county. This prohibition shall not apply to lawful hunting of game birds in rural areas.~~

(bd) Any state statute, rule or regulation, present or future, shall prevail over any conflicting or ambiguous provision in this article to the extent of such conflict or ambiguity.

Section 22. Section 5-51 ("Proceedings for violations") is amended to read as follows:

Sec. 5-51. ~~Proceedings for violations~~ Violation Procedures.

(a) *Citation issuance.* An officer who has probable cause to believe that a person has committed an act in violation of this article may issue a citation to the person.

(b) *Civil penalty.* If the person elects not to contest the citation, he/she shall pay the applicable civil penalty to the clerk of the county court within fourteen (14) calendar days after issuance of the citation.

(c) *Hearing.* If the person elects to contest the citation, he/she shall appear at the office of the clerk of the county court on the date assigned on the citation, by the issuing officer, for an arraignment hearing by a county court judge.

(d) *Judgment.* If the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, he/she 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.

(e) Responsible Pet Owner Education Class. A citation may be waived by the Animal Services Division Manager or designee for any Category III violation, pending timely completion of four (4) hours of Responsible Pet Owner Education Classes, the content of which shall be established by resolution, if the individual cited has not had any prior citations issued by Orange County Animal Services.

It is mandatory for any individual who receives a citation and does not contest the citation and pays the applicable civil penalties, or who is found guilty in a hearing by a county court judge, for the first Category I or second Category II violation to attend four (4) hours of Responsible Pet Owner Education Classes within sixty (60) calendar days of the resolution of the citation.

Failure to complete the required hours of Responsible Pet Owner Education Classes shall constitute a violation of this article of Chapter 5, Orange County Code, and shall cause an additional citation to be issued. Such a violation will require either payment of the amount stated on the citation or appearance in court.

Section 23. Section 5-52 (“Penalties”) is amended to read as follows:

5-52. Penalties

(a) A violation of this article is may be handled as a civil infraction.

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

~~(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) The board of county commissioners may, by resolution, establish the amount of any civil penalty for a civil infraction.~~

(ec) A five-dollar surcharge ~~is hereby shall be~~ imposed upon each civil penalty for ~~an offense of~~ a violation of this article in accordance with section 828.27, Florida Statutes.

(fd) 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 sections 775.082, section 775.083, or 775.084, Florida Statutes. Nothing in this section shall be construed as prohibiting the County from pursuing alternate legal remedies, including seeking to enjoin an existing or ongoing violation of this article, referring the matter to the Orange County Code Enforcement Board in an appropriate case, or pursuing criminal prosecution pursuant to Section 125.69(1), Florida Statutes.

Section 24. Severability. If any provision of this ordinance or the application thereof to any person, governmental body, or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 25. Effective Date. This Ordinance shall take effect pursuant to general law.

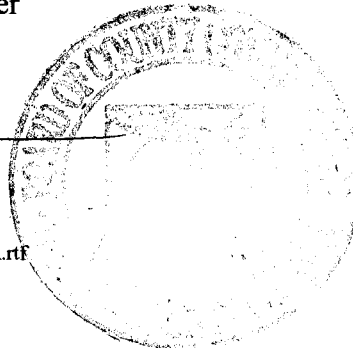
ADOPTED THIS 12th DAY OF July, 2005.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Richard T. Crotty
Richard T. Crotty
Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: [Signature]
Deputy Clerk



S:\RGuthrie\ordinances\Animal Control\Animal Services Ordinance Final.rtf



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

APRIL 1, 2025, AT 6:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of Approval of Service Contract for Waste Pro For Solid Waste Collection For The Town of Eatonville (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> • Contract Service Agreement • Waste Pro Exhibit 1-13
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: The administration is requesting Town Council approval of a contractual agreement between the Town of Eatonville and Waste Pro, Inc. to perform Solid Waste Collection Services.

SUMMARY: The hauling contractor service agreement will provide the Town with comprehensive Solid Waste Collection Services with an overall quality exceeding the performance and cost of current services. Waste Pro will enter into a Solid Waste Collection Services Contract, hereafter referred to as the Contract, to provide residential and commercial solid waste collection services for a period of five (7) years plus, beginning on _____, 2025 and ending on _____, 2032, with an option to renew for additional five-year terms.

RECOMMENDATION: The Administration is recommending the Town Council approve the contractual service agreement with Waste Pro USA, for the Solid Waste Collection Services.

FISCAL & EFFICIENCY DATA: Fund allocation in current budget line item: 400-0536-536-3400.

**Solid Waste and Recyclable Collection Service Agreement
between the Town of Eatonville, Florida,
and Waste Pro of Florida, Inc.**

TERMS OF AGREEMENT

This Agreement is hereby made and entered into this ____ day of December 2024, between the Town of Eatonville, Florida, hereinafter referred to as “TOWN”, and Waste Pro of Florida, Inc., hereinafter referred to as “CONTRACTOR.” In consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

SECTION ONE

TERMS OF AGREEMENT

The term of this Agreement shall be for the period beginning on the ____ day of April 2025 and ending on the 31st day of March 2032. Upon the mutually written agreement between the TOWN and the CONTRACTOR, the CONTRACTOR shall be entitled to renewals and extensions of two additional five (5) years with the same terms and conditions set forth herein or as the terms are negotiated between the parties. This Agreement shall automatically extend unless either party notifies the other in writing, prior to twelve (12) months of the expiration of this Agreement.

SECTION TWO

DEFINITIONS AND INTERPRETATIONS

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state, or local law, the definitions herein shall prevail. However, nothing contained herein shall be interpreted to require the CONTRACTOR to undertake any conduct that is contrary to federal, state, or local law.

Additional Bulk Trash and Vegetative Waste shall mean any Bulk Trash or Vegetative Waste collected over and above that amount specifically allowed for each Consumer under Section 4 of this Agreement, for the collection of which the CONTRACTOR shall be allowed to directly charge the Consumer as provided in Section 4 hereof.

Affiliated Interest shall mean an interrelationship in which the CONTRACTOR owns, directly or indirectly, ten percent or more of the voting securities of another CONTRACTOR or exercises a strong influence through participation in or representation on its Board of Directors, holds debts or assets of another CONTRACTOR in a manner to exercise effective control over any phase of its operation or contracts with the other through a management or service contract for a substantial portion of the work to be performed, or a CONTRACTOR is subject to the control of another or is related to another CONTRACTOR by marriage or family tie closer than the second degree of consanguinity at common law.

Authorized Disposal Facility shall mean the permitted Class I MSW disposal facility(s) and/or MRFs to which Solid Waste and/or recycling collected hereunder is to be delivered.

Biohazardous or Biomedical Wastes shall mean those wastes that may cause disease or are reasonably suspected of harboring pathogenic organisms, including but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes that

may consist of; but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

Bulk Trash shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bathtubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods, and furniture, none of which shall be commingled with Vegetative Waste. A consumer's bulk trash may not be collected if determined by the director to be incompatible with collection equipment, the TOWN's waste management system, or of such weight or quantity as would significantly hinder the effectiveness of the collection or disposal system.

Collection shall mean the process whereby Garbage, Trash, Bulk Trash, Vegetative Waste, and Recyclable Material are removed and transported to an Authorized Solid Waste Disposal Facility.

Compactor shall mean any container, which has compaction mechanisms, whether stationary or mobile, all-inclusive.

Compactor Rental Service shall mean the rental of compactors to commercial establishments within the Service Area.

Construction and Demolition Debris (C&D) shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of minimum amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

Consumer shall mean a person directly receiving or entitled to receive Residential Solid Waste and Recyclable Collection Services as provided by the TOWN Ordinance, meaning persons possessing or residing at a Residential Premises, a Residential Premises receiving Roll-Off Collection Services as well as a commercial establishment or Multi-Family Dwelling Unit receiving Commercial Solid Waste Collection Service, Compactor Rental Services and/or Roll-Off Collection Services.

Container (for Residential service) shall mean a ninety-five (95) gallon cart on wheels to be furnished by the CONTRACTOR in the circumstances set out in Section 4 hereof. The Container may be filled to the top of the cart with its lid closed, and only with materials authorized by this Agreement.

Contract or Agreement shall mean this document, general terms and conditions, special terms and conditions, exhibits, and other documents that are expressly incorporated by reference, and any written amendments or modifications as expressly approved by the TOWN and CONTRACTOR.

CONTRACTOR shall mean that person or entity set out initially above that has entered into this Agreement to provide the services described herein.

Commercial Solid Waste Collection Service shall mean the collection by the CONTRACTOR of Recyclable Materials and/or Solid Waste from commercial establishments and MULTI-Family

Dwelling Units located in the Service Area and the delivery of the collected Solid Waste and/or Recyclable Materials to an Authorized Disposal Facility.

Curbside Residential Solid Waste Collection Service shall mean Collection of Residential Solid Waste and Vegetative Waste for all Residential Premises in the Service Area.

Department shall mean the TOWN of Eatonville Public Works Department.

Disabled Persons shall mean persons who are certified by a licensed physician to be physically unable to transport garbage and/or recyclable materials to curb or road frontage area from other areas of the person's residential property and who reside alone or reside only with other persons likewise unable to transport garbage and/or recyclable materials to curb or road frontage area.

Freon-Containing Devices shall mean appliances or devices that contain or may release Freon, including, but not limited to refrigerators, freezers, air conditioners, and dehumidifiers.

Garbage shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food, or any organic waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials whether attributed to residential or commercial activities. Vegetative Waste shall not be commingled with Garbage in the same collection. Garbage shall not include any material that falls within the definition of Special Waste.

Hazardous Waste shall mean solid waste as defined by the State of Florida Department of Environmental Protection as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state, or local law.

Materials Recycling Facility (MRF) shall mean any permitted facilities operated or managed for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale.

Mixed Paper shall be defined as a mixture of paper products including magazines, catalogs, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper, and any other clean paper products.

Multi-family Dwelling Units shall mean individual units in any building or habitable structure with kitchen facilities capable of being utilized for human habitation and containing four (4) or more such dwelling units but excluding a hotel, motel, or transient residential living facility.

Public Awareness Program shall mean that program developed by the TOWN to inform and encourage residential solid waste Consumers to use all solid waste and recycling collection services offered by the TOWN through this Agreement. It shall also mean information concerning level of service and changes in scope of service.

Public Works Director shall mean the person designated by the TOWN who shall act as the TOWN's representative during the term of this Agreement.

Rear Door Collection shall mean services rendered by a CONTRACTOR whereby the CONTRACTOR collects, at a minimum, Garbage once per week and Recyclable Materials once per week from the side or rear of the Residential Premises within an area no further than one hundred feet from the curb or other public road frontage.

Recyclable or Recyclable Material shall mean components of solid waste capable of being recycled, including Mixed Paper, newspaper; glass; food and beverage containers; aluminum tinplated steel and bi-metal cans; polyethylene terephthalate (PET) and high-density polyethylene (HDPE); and any other solid waste materials which are from time to time designated by the Florida Department of Environmental Protection as Recyclable Material. Recyclable materials include those generated by both residential and commercial establishments.

Recycling Container shall mean a rigid container made of plastic or other suitable substance, to be used for the storage of Recyclable Materials and provided by CONTRACTOR in the circumstances set out in Section 4 hereof. The container will not exceed 18 gallons or 50 lbs. when full.

Residential Solid Waste shall mean Garbage, Trash, and Bulk Trash resulting from the normal housekeeping activities of Residential Premises but shall not include Vegetative Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Residential Premises.

Residential Premises shall mean each and every lot or parcel of land that is improved for occupancy as a single-family residence, duplex, triplex, quadruplex, or individually owned mobile home park not exceeding three units. For the purpose of calculating the number of Residential Premises, each dwelling unit shall constitute a separate unit.

Roll-Off Collection Service shall mean the collection of Solid Waste and C&D in permanent or temporary roll-off containers and/or compactors from locations within the Service Area, limited to new construction sites and remodeling or refurbishment sites. The Roll-Off Collection Services shall mean the collection of Solid Waste, C&D, permanent and temporary service shall be exclusive to the CONTRACTOR. The CONTRACTOR will be responsible for the billing and collection of all Roll-Off customer payments. The CONTRACTOR shall be subject to all laws, rules, and regulations applicable to such services, but shall not be required to obtain a separate permit for providing Roll-Off Services. The performance bond and insurance provisions contained in this Agreement shall satisfy the Commercial Franchise requirements.

Service Area shall mean the area within the TOWN Limits of the TOWN of Eatonville, Florida as currently exists or as such TOWN Limits may be expanded through annexation or decreased through deannexation.

Sludge shall mean a solid or semi-solid or liquid generated from any wastewater treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets, and related operations, or any other such waste having similar characteristics or effects.

Solid Waste shall mean Garbage, Trash, Bulk Trash, and Vegetative Waste.

Special Services shall mean any services requested or required by the Residential Consumer that are in addition to, or a change in, Curbside Residential Solid Waste Collection Service and Curbside Residential Recyclable Collection Service.

Special Waste shall include wastes that require special handling and management including, but not limited to, Freon-Containing Devices, waste tires, used oil, lead-acid batteries, automobiles, boats, internal combustion engines, Sludge, dead animals, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Public Works Director to be reasonably unmanageable.

TOWN shall mean the TOWN of Eatonville, Orange County, Florida.

Trash, also referred to as Yard Trash shall mean all refuse, accumulation of paper, rags, wooden or paper and boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which is usual to housekeeping, but shall not include Vegetative Waste. Such trash shall be bundled or placed in authorized containers. No bundle or filled container shall exceed fifty (50) pounds in weight.

Uncontrollable Force shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot civil disturbance, sabotage, and governmental actions that prevent the CONTRACTOR from performing for a finite period of time, labor disruptions such as strikes or lockouts, and embargos or other detrimental acts of foreign governments.

Vegetative Waste Bundled shall mean any vegetative matter resulting from yard and landscaping maintenance, excluding commercial landscaping services, and shall include materials such as tree and shrub materials, grass clippings, palm fronds, tree branches, and similar other matter usually produced as refuse in the care of lawns, landscaping, and yards. All grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized. Vegetative Waste must be separated from garbage, trash, and bulk trash and waste and, except palm fronds, must be bundled and be no more than four (4) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the curb. Natural Christmas trees will be collected as Vegetative Waste, and any section must not be more than 8 feet in length and must be less than 50 pounds.

SECTION THREE

SERVICE AREA

The CONTRACTOR shall exclusively provide Curbside Residential Solid Waste Collection and Curbside Residential Recyclable Collection Services in the Service Area. These services shall be provided to all current and future Residential Premises in accordance with the Level of Service described in this Agreement.

Exclusive Service Area: The authority to provide Curbside Residential Solid Waste and Recyclable Collection Services, Commercial Solid Waste Collection Services, Compactor Rental Service, and Roll-Off Collection Services in the Service Area, shall be exclusive to the CONTRACTOR. No person or entity except the CONTRACTOR may offer or provide such services in the Service Area. The TOWN agrees to take timely enforcement action against any entity violating the provisions of this Section, and the CONTRACTOR agrees to cooperate in any such enforcement action. The TOWN and the CONTRACTOR agree that the collection and disposal of Vegetative Waste by a lawn service contracted by a Consumer to provide landscaping services to a Residential Premises or commercial establishment within the Service Area shall not be a violation of the exclusivity provisions of this Agreement.

SECTION FOUR

CONTRACTED SERVICE

Basic Services to Be Provided and Frequency and Hours of Service: The following basic Curbside Residential Solid Waste and Recyclable Collection Services will be provided Monday through Friday from 7:00 a.m. to 8:00 p.m. only. Commercial Solid Waste Collection Services shall be provided between the hours of 6:00 am to 8:00 pm Monday through Saturday unless otherwise authorized by the Public Works Director.

Curbside Residential Garbage and Trash Collection Services: The CONTRACTOR shall collect from each Residential Premises in the Service Area the contents of an unlimited number of containers of Garbage and Trash, but no more than two containers of material from minor household repairs and minor remodeling jobs, once per week. CONTRACTOR shall thoroughly empty containers.

Curbside Vegetative Waste Collection Services: The CONTRACTOR shall collect from each Residential Premises in the Service Area up to three cubic yards of Bundled Vegetative Waste, which is equal to ten bags of Vegetative Waste, once per week. In the event that the Consumer sets out more than three cubic yards of Vegetative Waste on the Vegetative Waste collection day, the CONTRACTOR may either collect all of the Vegetative Waste set out or collect three cubic yards and place a tag on the remaining waste indicating that the amount of Vegetative Waste set out exceeded the amount.

Trash Collection Curbside Bulk Services: The CONTRACTOR shall collect from each Residential Premises in the Service Area up to three cubic yards of Bulk Trash, once per week, except that the CONTRACTOR shall collect Freon-Containing Devices only when they are labeled certifying that Freon has been removed or if from the appearance of the appliance (i.e., any freon containing portion such as all of the pump, motor and tubing are gone) it is apparent that it contains no Freon.

Curbside Residential Recyclable Collection Services: The CONTRACTOR shall collect from each Residential Premises in the Service Area the contents of Recycling Containers once every week. Items that are not to be included as Recyclable Materials and discovered by the CONTRACTOR during the sorting process shall be left in the container.

The types, quantity, and size of containers or compactors and frequency of service for Commercial Solid Waste Collection Service, Compactor Rental Service, and Roll-Off Collection Service shall be as agreed between the Consumer and the CONTRACTOR.

Title to Waste: CONTRACTOR shall accept title to all Solid Waste and Recyclable Materials collected by it pursuant to this Agreement the CONTRACTOR reserves the right to reject from collection any Hazardous Waste and/or Special Waste and title to such rejected waste shall not pass to the CONTRACTOR. All title to and liability for any Hazardous waste and/or Special Waste shall not pass to the CONTRACTOR and shall remain with the Generator of such Hazardous Waste and/or Special Waste.

ADDITIONAL CONTRACTED SERVICES

Collection of Additional Bulk Trash and Vegetative Waste: The CONTRACTOR shall collect Additional Bulk Trash and Vegetative Waste from any Residential Premises requesting such service at the charge of \$18.00 per cubic yard as adjusted under provisions of Section 12. The CONTRACTOR and Consumer shall agree to the volume of Bulk Waste and Vegetative Waste for which these additional services are provided in advance.

Free Solid Waste and Garbage Service: The CONTRACTOR will provide free garbage service to the following TOWN-owned and operated buildings and/or facilities.

- Town Hall
- Eatonville Library
- Denton Johnson Community Center
- Public Works Main Complex
- Public Works Facility Two; (West Kennedy Tower)
- Police Station/Fire Complex
- Eatonville Post Office
- Water Tower

- Shredding Event one time per calendar year, CONTRACTOR will provide, at no cost to the Town or residents, a drop-off location for the residents, secure shredding of documents. The TOWN shall provide the CONTRACTOR with at least sixty (60) days' notice of the TOWN's preferred date. Residents shall be limited to no more than two (2) "banker's boxes" of documents per year. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.

- Household Hazardous Waste Event one time per calendar year, the CONTRACTOR will provide, at no cost to TOWN or residents, an appropriate number of Roll-Off style containers, at a drop-off location specified by the TOWN for the resident's household hazardous waste. The items accepted shall be limited to paint, tires, batteries, light bulbs, used motor oil, and ordinary household chemicals. The TOWN shall provide the CONTRACTOR at least sixty (60) days' notice of the TOWN's preferred date. Residents shall be limited to no more than two (2) cubic yards of items per year. the TOWN shall provide staffing for the hours the "event" takes place. At the conclusion, the CONTRACTOR shall haul and dispose of the items collected at an appropriately licensed disposal facility. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.

- Prescription Medicine Event one time per calendar year, the CONTRACTOR will provide, at no cost to TOWN or residents, an appropriate container, at a drop-off location specified by the TOWN, for the resident's unused or expired prescription medication waste. The TOWN shall provide the CONTRACTOR at least sixty (60) days' notice of the TOWN's preferred date. The TOWN and the CONTRACTOR shall provide staffing for the hours the "event" takes place. At the conclusion, the CONTRACTOR shall haul and dispose of the items collected at an appropriately licensed disposal facility. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.

- "Each Contract Year the Contractor will make a donation to the Town of \$5,000.00 (each, a "Donation") for the MLK festival as provided for in this paragraph. The Contractor shall provide the Town with a Roll-Off(s) for use at the MLK festival and shall deduct \$500.00 from a Donation for each haul of a Roll-Off provided by the Contractor for the MLK festival during such Contract Year. By the end of the month, following the month in which the MLK festival ends each Contract Year, the Contractor shall pay the Town the amount remaining in the Donation for such Contract Year.

The Replacement of Containers Damaged by CONTRACTOR shall be replaced at the CONTRACTOR's expense and the CONTRACTOR shall replace any Container or Recycling Container damaged through the fault or negligence of the CONTRACTOR or its employees. CONTRACTOR shall not be responsible for replacing lost or stolen containers or containers damaged due to the negligence of others.

Notwithstanding anything contained herein to the contrary, title to all Containers and Recycling Containers provided by the Contractor shall at all times remain the property of the Contractor.

The CONTRACTOR is responsible for providing Residential Containers (color chosen by TOWN) and Recycling Containers to new Residential Premises (existing customers already have TOWN-provided containers and bins) and provided that the TOWN provides Logo decals shall apply such LOGO decals to Residential and Recycling Containers provided by the CONTRACTOR to new Residential Premises (being Residential Premises not receiving Curbside Residential and/or Recycling Collection Service at the date that CONTRACTOR commences providing such services). CONTRACTOR shall also be responsible for providing replacement Containers and Recycling Containers when Residential Containers and Recycling Containers provided by the TOWN to existing Residential Consumers are lost or damaged. CONTRACTOR shall own all containers at the end of this Agreement.

Manner of Collection: The CONTRACTOR shall collect Garbage and Trash, Vegetative Waste, Bulk Waste, and Recyclable Materials with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Throwing of any Garbage Can, Container, or Recyclable Container is prohibited. The CONTRACTOR shall neatly replace the Can or, Recyclable Container to the point of collection

Accessibility: The edge of all Garbage, Trash, Vegetative Waste, Bulk Waste, and Recyclables to be collected must be placed within three feet of the curb, paved surfaces of the public road, closest accessible public right-of-way, or other such location agreed to by the CONTRACTOR that will provide safe and efficient accessibility to the CONTRACTOR's collection crew and vehicle. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the TOWN or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the collection vehicle. The CONTRACTOR shall provide Rear Door Collection services at no charge to the Consumer to Disabled Persons who have applied to the TOWN and have been authorized by the Public Works Director to receive such service. In the event that an appropriate location for Rear Door Collection cannot be mutually agreed to by the Consumer and the CONTRACTOR, the Public Works Director shall designate the location for pickup. Other than when providing Rear Door Collection, employees collecting Solid Waste and Recyclables will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted.

Routes and Schedules: On or before May 1st of each year, the CONTRACTOR shall, in a format acceptable to the Public Works Director, provide to the TOWN a map of each route and the scheduled days for Curbside Residential Recyclable Collection Service, Curbside Residential Solid Waste Collection Service, and Commercial Solid Waste Collection Service in the Service Area. The CONTRACTOR shall keep route maps, schedules, and Consumer counts current at all times and shall abide by the schedules and routes filed with the Public Works Director.

COLLECTION RESOURCES

Annually by May 1st of each year, the CONTRACTOR may change the scheduled days for the Curbside Residential Recyclable Collection Service and Curbside Residential Solid Waste Collection Service collection routes only after receiving written authorization from the Public Works Director. In the event that the Public Works Director authorizes a change in routes or schedules that alters the day of pickup for any service, which authorization will not be unreasonably withheld, the CONTRACTOR shall, at its expense, notify each affected Residential Consumer by leaflet or other manner approved by the Public Works Director not less than 30 days prior to the change.

Street Closures: The CONTRACTOR shall not interrupt the regular schedule and quality of Curbside Residential Solid Waste and Recyclable Collection Service because of street closures or other denial of access, that lasts less than four hours.

Holiday: The following days shall, at a maximum, be the CONTRACTOR's holidays: Memorial Day, Martin Luther King, Jr. Birthday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day (except that Vegetative Waste and Recyclable Materials shall be collected on New Year's Day if it is a regularly scheduled collection day and CONTRACTOR elects to do so). The CONTRACTOR is not required to provide service or maintain office hours on the above-designated holidays. Services not provided on the designated holidays will be provided on a make-up day to be negotiated on a day agreeable between the TOWN and the CONTRACTOR. Consumers not receiving Vegetative Waste collection service are limited to six cubic yards of waste on the next scheduled pickup day for Vegetative Waste. No Bulk Trash collection service shall be provided when a CONTRACTOR holiday has occurred during that week.

Spillage: The CONTRACTOR shall not litter or cause any spillage to occur upon the Residential or Commercial Premises, roadway, or right-of-way where the collection shall occur. During hauling, all Solid waste, Vegetative Waste, Bulk Waste, and Recyclable Material shall be contained, tied, or enclosed so that leaking, spilling, and blowing are prevented. In the event of any spillage or leakage by the CONTRACTOR, for any reason or source, the CONTRACTOR shall clean up all spillage and leakage at no cost to the TOWN or Consumer. The CONTRACTOR shall clean up spilled Solid Waste and Recyclables immediately. Remediation and costs of all damage caused by the CONTRACTOR as a result of any spillage shall be the responsibility of the CONTRACTOR.

SERVICES DURING AND FOLLOWING EMERGENCY CONDITIONS

Variances from Contracted Services: In the event of any emergency or natural disaster, such as a hurricane, tornado, severe storm, flood, pandemic, or other Uncontrollable Force, the Public Works Director may grant the CONTRACTOR a variance from regular routes and schedules and disposal sites for the time period in which the emergency exists. The TOWN shall make every effort through the local media to inform the public of changes in CONTRACTOR services resulting from the event and when regular service and schedules are resumed. As soon as practicable after such natural disaster, the CONTRACTOR shall advise the Public Works Director when it is anticipated that normal routes and schedules will be resumed. The CONTRACTOR will give the TOWN the highest priority within reason to ensure the safety of CONTRACTOR's employees and dedicate those vehicles used in routine collection service in the TOWN to collection in the TOWN during the emergency and during emergency recovery periods.

The CONTRACTOR shall make available to the TOWN within reason adequate equipment and personnel to clear the TOWN of any and all yard waste placed curbside, within an agreed-upon

time frame in the event of an approaching hurricane, tornado, or similar Act of God. The TOWN's mayor or designee shall inform the customers of any change in schedule.

In the event of a hurricane, tornado, or similar Act of God results in a significant increase in yard waste, the CONTRACTOR shall obtain written authorization from the mayor or designee prior to obtaining additional equipment or hiring additional crews to collect and dispose of such yard waste in order for the CONTRACTOR to be reimbursed for the cost of such additional labor and equipment. Provided that the TOWN has authorized the necessary equipment and manpower to do so, excess yard waste shall be removed from TOWN-designated locations within 72 hours of notification. The CONTRACTOR shall fully cooperate with the TOWN in collection and disposal. Payment for any additional services either before or subsequent to the event shall be per the "Rapid Recovery" section below. Pricing for any additional services will be agreed up front and prior to the commencement of work.

CONTRACTOR Unable to Provide Contracted Services: In the event that a CONTRACTOR is unable to provide adequate services as specified in this section, the TOWN may direct other CONTRACTORS to provide those services, at the TOWN's own expense.

Rapid Recovery from Disaster: The clean-up from some natural disasters may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean yard waste set out by residential customers as a result of the Uncontrollable Force. The CONTRACTOR shall receive extra compensation, within thirty (30) days of billing or submission of invoices to the TOWN, above the normal compensation contained in this Agreement to recover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses, including but not limited to any increase in disposal costs due to the pre-disaster, provided the CONTRACTOR has secured authorization and approval from the Public Works Director prior to the work being performed. The TOWN may audit all such costs. This provision does not imply that CONTRACTOR is a Storm Debris CONTRACTOR, and nothing in this Agreement shall require CONTRACTOR to act as a Storm Debris CONTRACTOR as envisioned pursuant to FEMA-type declared disasters. Any extra compensation pursuant to this paragraph shall be agreed to up front and prior to the commencement of any work.

Disaster Response Plan: The CONTRACTOR shall develop and provide to the TOWN disaster preparedness and response plan by May 1 of each year. This plan shall include provisions for additional personnel and equipment and will establish a reasonable, verifiable basis for charges.

CONSUMER SERVICES

Complaints: All complaints received by the TOWN shall be immediately forwarded to the CONTRACTOR by telephone facsimile, or e-mail where the complaint shall be documented and recorded by the CONTRACTOR on a form approved by the TOWN. The complaint shall be resolved within twenty-four hours after the CONTRACTOR receives it. When the complaint is received after twelve o'clock noon on a Friday or a day preceding an approved holiday, as specified in this Agreement, it shall be resolved by the CONTRACTOR no later than the next working day. Upon resolution, the CONTRACTOR shall notify the Department within twenty-four (24) hours, by telephone, facsimile, or e-mail of the action taken to resolve the complaint. Complaints that are resolved as specified above will be considered cured complaints and will not be counted as a Service Violation.

Consumer Non-compliance: When Garbage, Trash, Bulk Waste, or Recyclable Materials are not prepared properly for collection, the CONTRACTOR shall provide written notification to the Consumer of the reason the material in question was not collected and provide the Consumer information on how to properly prepare the materials for collection. The initial contact shall be by the CONTRACTOR’s collection crew by leaving a written notice or tag on the container of the material in question. If the Consumer does not comply after the initial contact, the CONTRACTOR will notify the Public Works Director by telephone on the next scheduled collection day for the applicable type of service.

New Consumers: The CONTRACTOR shall respond to a new Consumer entitled to Solid Waste and Recyclable Collection Service after TOWN approval and shall furnish to each new Residential Consumer a Residential Container and Recycling Container together with collection schedules, rates, brochures, and written materials provided by the TOWN. CONSUMERS OF Commercial Solid Waste Collection Services, Compactor Rental Services, and Roll-Off Collection Services shall be provided with such containers and/or compactors as may be agreed between the Consumer and the CONTRACTOR.

Uncontrollable Forces: Neither the TOWN nor the CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. Neither party shall, however, be excused from performance if nonperformance is due to forces that are preventable, removable, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement, and the expected time when performance, in compliance with this Agreement, will resume.

SECTION FIVE

SERVICE CHANGES FOR PUBLIC WELFARE

The TOWN shall have the authority to make changes in or to impose new and reasonable rules and regulations on the CONTRACTOR under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste, or Recyclable Materials as shall from time to time be necessary and desirable for the public welfare and shall have the authority to adjust the boundary of any Service Area pursuant to an annexation or de-annexation of the municipal limits; provided, however, that any such rule or regulation shall be delivered to and receipted for by the CONTRACTOR. The TOWN shall give the CONTRACTOR reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of Solid Waste and Recyclables set out herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations, and obligations, financial or otherwise, of the CONTRACTOR. The CONTRACTOR shall be reasonably and appropriately compensated as determined by a negotiation and Agreement between the TOWN and the CONTRACTOR due to any modification in the Agreement under this Section.

SECTION SIX

OFFICE AND EQUIPMENT YARD

The CONTRACTOR shall maintain a telephone number where service inquiries and complaints can be made by the Residents of the TOWN. The CONTRACTOR's office shall assure telephone access for each Consumer served by the CONTRACTOR pursuant to this Agreement and shall be equipped with sufficient telephones and shall have sufficient, trained, responsible persons on duty on each scheduled pickup day during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. CONTRACTOR is not required to maintain an office or equipment yard within the TOWN.

SECTION SEVEN
VEHICLES AND EQUIPMENT

The CONTRACTOR shall have on hand at all times and in good working order such vehicles and equipment as shall permit the CONTRACTOR to adequately and efficiently perform the contractual duties specified in this Agreement. The CONTRACTOR shall also have available reserve vehicles and equipment that can be put into service within two hours of any breakdown. Collector may change equipment from time to time and shall revise inventory accordingly. Vehicles utilized by CONTRACTOR in the performance of its services under this Agreement will be identified in a manner approved by the Public Works Director with the CONTRACTOR's name, phone number of the CONTRACTOR's office, and truck number. Letters and numbers shall be at least four (4) inches high. All of the foregoing information shall be required on all trucks, vehicles, and other large equipment used by CONTRACTOR for collection.

Garbage, Yard Waste, and Roll-Off Collection Vehicles: Solid Waste collection equipment used for provision of Basic Services under this Agreement shall be of the enclosed loader packer type or other equipment that meets industry standards and is approved by the Public Works Director. Vehicles used in the collection of Additional Trash and Vegetative Waste may be of a combination loader dump truck design or may consist of separate loader or crane trucks and dump trucks. The bodies of trucks used in collecting or transportation of Solid Waste shall have totally enclosed beds of metal or impervious material that can be cleaned. The truck beds must be reasonably watertight and leakproof. Open-top containers are authorized for Roll-Off Services.

Recycling Collection Vehicles: Recyclable Materials collection equipment shall be suitable for the TOWN and CONTRACTOR's purposes and shall be separate, and distinct trucks from those utilized in garbage, solid waste or roll-offs, or other equipment that meets industry standards and is approved by the Public Works Director.

Condition of Equipment: All vehicles shall be kept in a clean and sanitary condition and in good repair. Vehicles shall be washed no less frequently than weekly. Any vehicle emitting excessive odor shall be taken out of service and washed prior to being placed back in service. All vehicles and auxiliary equipment shall be regularly maintained in a manner necessary to prevent discharge of Solid Waste, Recyclable Material, oil, hydraulic fluids, and other fluids into the environment. Vehicles shall not emit visible air emissions during normal operation. Vehicles shall comply with all applicable noise ordinances and laws. Paint on vehicles shall be maintained, and the CONTRACTOR shall promptly repair peeling paint and missing paint. Collection trucks may be inspected periodically by the Public Works Director to assure compliance with this Agreement. A vehicle failing to maintain these standards shall be taken out of service until proper vehicle condition has been restored.

Spills of Fluids: Vehicle crews shall immediately place absorbent material onto spilled fluids. The absorbent material shall be picked up and disposed of in a manner and facility approved by

competent authority. The CONTRACTOR shall be responsible for paying all costs associated with transportation and disposal of the absorbent.

Equipment Required on Vehicles: All collection vehicles shall carry a broom, a shovel, a fire extinguisher, absorbent materials, and other equipment necessary to clean up any spilled materials.

Inspection of Vehicles and Equipment: The Public Works Director may inspect the operations, vehicles, and equipment of CONTRACTOR at any reasonable time upon giving of reasonable notice and the CONTRACTOR shall admit the Public Works Director to make such inspections.

SECTION EIGHT

CONTRACTOR'S PERSONNEL

Uniforms: The CONTRACTOR's solid waste collection employees shall wear a uniform or shirt bearing the company's name during operations. CONTRACTOR's personnel will maintain a neat and professional appearance.

Valid Driver's Licenses: Each driver of a collection vehicle shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.

CONTRACTOR Name, Address, and Telephone Number on Collection Vehicles: The CONTRACTOR's name and office telephone number shall be properly displayed on all solid waste and recyclable collection vehicles used by the CONTRACTOR in providing services to the TOWN. All vehicles utilized for the collection of Recyclable Material shall be clearly identified for that purpose.

Operations and Safety Training: The CONTRACTOR shall provide operating and safety training for all personnel and personnel shall not scavenge Solid Waste or Recyclables.

Polite and Courteous Behavior: The CONTRACTOR's employees shall treat all customers in a polite and courteous manner. All personnel of CONTRACTOR shall refrain from belligerent behavior and profanity. Personnel shall not request tips or payment of any kind from Consumers. Correction of any such behavior and language shall be the responsibility of the CONTRACTOR.

SECTION NINE

EMPLOYEE WAGES AND BENEFITS

The CONTRACTOR shall comply with all applicable local, state, and federal laws relating to wages, hours, overtime, and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect.

SECTION TEN

PERMITS AND LICENSES

The CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the TOWN within ten working days of the change.

SECTION ELEVEN

INSURANCE

CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Contract, such insurance, including Worker's Compensation Insurance, Business Vehicle Insurance, General Liability Insurance, and Property Damage Insurance, as will provide to the TOWN the protection contained in the indemnification undertaken by CONTRACTOR.

Policies other than Worker's Compensation shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida.

All policies required to be carried pursuant to this Section shall be occurrence policies that provide coverage for any and all claims based on actions of the CONTRACTOR occurring during the policy period. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Sec. 440.67, Florida Statutes.

CONTRACTOR: shall specifically protect TOWN by either naming TOWN as a named insured under the General Liability Insurance and Employer's Liability policies, or in the alternative, by providing an endorsement in accordance with the indemnification provision. Such policies shall contain, as a minimum, the following provisions, coverage, and policy limits of liability:

General Liability Insurance: CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) on account of any one occurrence.

Property Damage Insurance: CONTRACTOR shall carry liability limits in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for property damage on account of any one claim and in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for property damages on account of any one occurrence.

Business Vehicle Insurance: CONTRACTOR shall carry liability limits in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for property damage and bodily injury on account of any one claim and in any amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for property damage and bodily injury on account of any one occurrence. This policy will include endorsements providing coverage for mobile equipment and equipment not owned and hired.

Workers' Compensation Insurance: Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per incident.

Prior to the commencement of work hereunder, the CONTRACTOR shall furnish to the TOWN a certificate evidencing the above-required insurance. The CONTRACTOR shall annually furnish the TOWN certificates evidencing the required insurance. The required insurance policies shall contain an endorsement to the effect that cancellation of such insurance shall not be effective until thirty (30) days after written notice thereof to the TOWN. TOWN reserves the right to require a copy of such policies upon request.

The maintenance of the insurance coverage set forth herein shall not be construed to limit CONTRACTOR's liability under the provisions of the indemnification clause. However, the TOWN

hereby accepts and agrees that nothing contained herein, or in any CONTRACTOR insurance policy, shall be deemed to cover negligence by the TOWN or its employees, agents, or contractors, whether in whole or in part, or wanton, grossly negligent or willful acts or omissions of any person.

The CONTRACTOR agrees to insert the substance of this clause, including this subsection in all subcontracts hereunder.

Business Automobile Liability: The CONTRACTOR shall provide coverage for all owned, non-owned, and hired vehicles within limits of not less than \$300,000.00, per occurrence, and not less than \$1,000,000.00 for property damage per incident.

SECTION TWELVE
PAYMENT FOR SERVICES

The CONTRACTOR shall invoice the TOWN monthly for Curbside Residential Solid Waste Collection Service, Curbside Residential Recyclable Collection Service and Commercial Solid Waste Collection Service provided to Consumers in the prior month at the rates set out in Exhibits 1 -3, subject to adjustment as herein provided. The CONTRACTOR shall be paid by the TOWN on the tenth day of each month for services provided for the immediately preceding month. The TOWN will be responsible for billing and collection of charges to its residents for the Collection and Recycling Services provided by CONTRACTOR hereunder, except for Compactor Rental and Roll-Off Collection Services which shall be billed directly by the CONTRACTOR to the Consumer at the applicable rates set out in Exhibits 1-3 hereof, as adjusted in the manner set outlined this Section 12. The CONTRACTOR shall be entitled to payment for all accounts, consumers, and customers receiving or entitled to receive service from the CONTRACTOR.

“CPI-U Adjustment. Beginning April 1, 2026, and on each February 1 of this Agreement thereafter, the Contractor shall have the right, in its sole discretion and upon giving prior notice to the Town, to increase the rates set forth on the attached Exhibit “1” (the "Initial Rates"), as adjusted under this Section 12, in accordance with the CPI-U. As used herein, "CPI-U" shall mean the Bureau of Labor Statistics Consumer Price Index for Garbage and Trash collection in U.S., city average, all Urban Consumers, not seasonally adjusted, Series ID CUUR0000seh02, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 12. The amount of the increase under this Section 12 shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period.

Fuel Adjustment. Beginning April 1, 2026, and on each February 1 of this Agreement thereafter, the Contractor shall have the right, in its sole discretion and upon giving prior notice to the Town, to increase the Initial Rates, as adjusted pursuant to this Section 12, in accordance with the FID. As used herein, "FID" shall mean the U.S. On-Highway Diesel Fuel Price for the Lower Atlantic (PADD 1C) published by the Department of Energy (the “Department”) and found at <http://www.eia.gov/petroleum/gasdiesel/> (or any successor website).

The FID used will be the FID published by the Department during the first week of October immediately preceding the adjustment under this Section 12. The amount of the increase under

this Section 12 shall be equal to the percentage that the FID has increased over the previous twelve (12) month period.

Example:

Assume the FID for the first week of October in 2014 was \$3.72 per gallon and that the FID for the first week of October in 2014 was \$3.87 per gallon.

$$(3.87 - 3.72) = .15 / 3.72 = 4\%$$

The fuel adjustment beginning on April 1, 2026, would be a 3-5% increase (must be agreed upon by both parties) to all the rates contained on the rate sheet marked as Exhibit "1", attached hereto."

At any time during this agreement, the CONTRACTOR has the right to petition the TOWN for relief from the impact of any Unusual Cost. In all cases, the review by the TOWN of the CONTRACTOR's petition shall be reasonable, and any adjustment based upon the facts and circumstances presented to the Town Council by the CONTRACTOR.

Unusual Costs: The CONTRACTOR may petition the TOWN at any time for additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator. The CONTRACTOR's request shall contain substantial proof and justification to support the need for the rate adjustment. The TOWN may request from the CONTRACTOR, and the CONTRACTOR shall provide such further information as may be reasonably necessary in making its determination. The TOWN shall approve or deny the request within sixty (60) days of receipt of the request and all other additional information required by the TOWN.

Unusual costs may be paid as a one-time retroactive cost recovery for one-time costs or for past losses due to an ongoing Unusual Circumstance, and an adjustment to ALL affected rates going forward shall be made beginning with the next payment after the determination if the effect is to continue. The imposition of a new, or a change to an existing fee or tax, whether local, state or federal, where such fee or tax is based upon the performance of solid waste collection, recycling and disposal services (by example only but not limited to a disposal tax, transportation tax, recycling tax, tax on services, or other such imposition), and is not of a tax imposed solely for one's conducting business generally (i.e., like an occupation, corporate income, social security on wages or property tax), shall be treated as an "Unusual Cost" pursuant hereto, and shall entitle the CONTRACTOR to receive from the TOWN dollar-for-dollar recovery as a pass-through cost.

Solid Waste Disposal Costs: the CONTRACTOR shall dispose of Solid Waste and Recyclables collected within the Service Area at the Authorized Solid Waste Disposal Facility. Any increase in Solid Waste and Disposal fees, and Recycle Processing fees, shall be adjusted and included so that CONTRACTOR is compensated for such increases.

No Other Rate Adjustments: the CONTRACTOR shall not be allowed a rate increase for any other reason than what is specified in this Agreement or as otherwise approved by the Town Council.

**SECTION THIRTEEN
FAILURE TO PERFORM**

The TOWN shall have the right to collect administrative charges from the CONTRACTOR for the specific failures or actions identified in this Section, which also stipulates the process for imposing the administrative charges and the due process to be followed by the CONTRACTOR and the TOWN. Provisions of this section and the administrative charges listed shall be administered on the basis of the Service Area.

“Administrative Charges. The following is an inclusive list of all Administrative Charges that may be assessed against the CONTRACTOR for failing to perform in accordance with this Agreement:

- Failure of CONTRACTOR to comply with the hours of operation of 6:00 a.m. to 8:00 p.m. and such failure continues or persists for 24 hours or more after receipt of written notice from the TOWN by CONTRACTOR.
 - Administrative Charge - \$100.00 per occurrence, per day
- Failure of CONTRACTOR to provide or exchange a Bin, Container, or Recycling Container to a Consumer within 72 hours of receipt of notice from TOWN to provide/exchange such Bin, Container, or Recycling Container
 - Administrative Charge - \$50.00 per occurrence, per day
- Changing routes or by CONTRACTOR without proper notification to the TOWN
 - Administrative Charge - \$100.00 per occurrence, per day
- Failure or neglect of CONTRACTOR to complete each route on the regularly scheduled collection day (defined as failing to collect from at least 80% of the Consumers on the route)
 - Administrative Charge - \$250.00 per incomplete route, per day
- Failure or neglect of Contractor to respond to issues within the twenty-four hours of receipt of written notice from TOWN of such issue
 - Administrative Charge - \$50.00 per occurrence, per day
- Failure of CONTRACTOR to clean up spillage caused by CONTRACTOR within twenty-four hours of receipt of notice from Town of such spillage
 - Administrative Charge - \$50.00 per occurrence, per day
- Failure of CONTRACTOR to maintain office hours of 8:00 a.m. through 5:00 p.m. and such failure continues or persists for 24 hours or more after receipt of written notice from the TOWN by CONTRACTOR
 - Administrative Charge - \$100.00 per occurrence, per day”

Deduction of Administrative Charges from Payment to CONTRACTOR: For the purpose of this Section, the Public Works Director will notify the CONTRACTOR in writing of the TOWN’s intent to deduct any administrative charges from payments due or to become due to the CONTRACTOR for services provided under this Agreement. The Public Works Director shall provide to CONTRACTOR an itemized list of each instance in which CONTRACTOR failed to meet the Service Standards specified in this Agreement, including the nature of the failure, date, time, location, and any other available and applicable information. Such itemized list will be provided to the CONTRACTOR monthly and shall include all failures to perform within the standards of this agreement within forty-five days of the occurrence.

Due Process: CONTRACTOR’s right to Contest Administrative Charges: In the event the CONTRACTOR wishes to contest such assessment it shall, within five days after receiving such notice, request in writing an opportunity to be heard by the Public Works Director and present its explanation and any basis on which the CONTRACTOR believes any recorded failure to perform

within the standards of this Agreement is inaccurate. The Public Works Director shall notify the CONTRACTOR in writing of any action taken with respect to the CONTRACTOR's claim. CONTRACTOR may further appeal, in writing, the decision of the Public Works Director, to the Mayor. If the Mayor and the Contractor CANNOT RESOLVE THE DISPUTE, IT SHALL BE PRESENTED TO Council for review pursuant to Section 28 hereof.

SECTION FOURTEEN
DEFAULT OF CONTRACT

Causes for Default of Contract: The TOWN may not cancel this Agreement except as otherwise provided below in this section, but only after a determination of Termination has been deemed by the TOWN Council pursuant to Section 28 hereof, by giving CONTRACTOR sixty (60) days advance written notice. The following events shall be presumed to be Defaults and shall be forwarded to Council for Section 28 review when in the exercise of reasonable judgment by the TOWN, the situation presents that there is a reasonable risk of CONTRACTOR's prospective inability to perform:

Filing of Insolvency or Bankruptcy: CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

Declaration of Bankruptcy: By order or decree of a Court, CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate: or

Control by Receiver, Trustee, or Liquidator: By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty days; or

Failure to Perform Services of the Agreement resulting in Default: Where the CONTRACTOR has breached this Agreement by failing or refusing to perform or observe the terms, conditions, or covenants in this Agreement or has wrongfully failed or refused to comply with the reasonable instructions of the Public Works Director relative thereto, and where such breach is not cured within thirty days of receipt of written notice by TOWN to do so, or if reason of the nature of such breach, the same cannot be remedied within thirty (30) days following receipt by CONTRACTOR of written demand from TOWN to do so, and the CONTRACTOR has failed to commence and the CONTRACTOR has failed to commence the remedy within said thirty days following such written notice or having so commenced, has failed to continue with diligence the curing thereof (with CONTRACTOR having to demonstrate that the breach cannot be cured within thirty days and that

it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time), then the CONTRACTOR shall be in Default of this Agreement. The CONTRACTOR and the TOWN agree to present all disputes which cannot be resolved as between TOWN Management and CONTRACTOR 10 the TOWN Council for expedited review and action pursuant to Section 28 hereof.

Assigning or subletting services to be provided under this Agreement without the written approval of the TOWN, as provided for in this Agreement.

Failure to Certify as a Drug-Free Workplace: The CONTRACTOR's failure to complete the TOWN's Drug-Free Workplace Form by the specified date.

Interim Collection Services: Except for Uncontrollable Forces, as provided for in Section Four hereof, the failure of CONTRACTOR to provide collection service for a period of five consecutive working days, the TOWN may secure the CONTRACTOR's collection records (at the request of the TOWN) on the sixth working day in order to provide interim contract collection services until such time as the matter is resolved and the CONTRACTOR is able to perform pursuant to this Agreement; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty working days, all liability of the Town under this Agreement to the CONTRACTOR, except for payment for services rendered, shall cease and this Agreement may be deemed immediately terminated by the TOWN. The CONTRACTOR shall not be responsible for any cost associated with alternative collection by the TOWN where CONTRACTOR's failure is due to an Uncontrollable Force."

SECTION FIFTEEN

INDEMNIFICATION

To the extent covered by applicable insurance, the CONTRACTOR shall defend, indemnify, and hold harmless the TOWN, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorney's fees) caused by a negligent or willful act or omission of the CONTRACTOR, its subcontractors, or their respective officers or employees in their performance of this Agreement. However, the CONTRACTOR shall not be liable for any claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorney's fees) caused by a negligent or willful act or omission of the TOWN, its agents, directors, employees, officers, and servants."

SECTION SIXTEEN

RIGHT TO REQUIRE PERFORMANCE

The failure by either party at any time to require performance of any provisions hereunder shall in no way affect the right of such party to thereafter enforce the same. Nor shall waiver by either party of any breach of any provisions hereunder be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself."

SECTION SEVENTEEN

GOVERNANCE LAW AND VENUE

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Orange County and the Agreement will be interpreted according to the laws of Florida.

**SECTION EIGHTEEN
COMPLIANCE WITH LAWS**

The CONTRACTOR shall conduct operations under this Agreement in compliance with all applicable laws.

**SECTION NINETEEN
CHANGE OF LAW**

The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state, or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of services to be provided under this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

**SECTION TWENTY
SEVERABILITY**

Should any material word, sentence, phrase, or other provision of these sections of the Agreement be stricken by a court of competent jurisdiction, or the occurrence of any court rendering any material provision of the Agreement void, the parties shall renegotiate that portion of the Agreement that has been stricken in order to implement mutually acceptable replacement language consistent with the ruling of the Court. Should the CONTRACTOR and TOWN not be able to agree to a resolution, prior to the effective date of any such termination, the matter shall be presented to the Town Council pursuant to Section 28 hereof, for further attempt at resolution

For any other provisions of the Agreement the invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any such void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular' portion or provision held to be void. As to these other provisions, the parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Section shall not prevent the entire Agreement from being voided by either the TOWN or the CONTRACTOR should a provision which is of the essence of the Agreement be determined to be void.

SECTION TWENTY-ONE

ASSIGNMENT AND SUBLETTING

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the CONTRACTOR without the express written consent of the TOWN, which consent shall not unreasonably be withheld by the TOWN. Any assignment of this Agreement made by the CONTRACTOR without the express written consent of the TOWN shall be null and void and shall be grounds for the TOWN to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the CONTRACTOR, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination, all liability of the TOWN under this Agreement to the Assignee and CONTRACTOR shall cease, and TOWN shall have the right to call the performance bond and shall be free to negotiate with other CONTRACTORS or any other person or company for the service of the Service Area that is the subject of this Agreement. In the event of any assignment. **assignee shall fully assume all the liabilities of the CONTRACTOR.**

SECTION TWENTY-TWO

MODIFICATION OR THE AGREEMENT

This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.

SECTION TWENTY-THREE

INDEPENDENCE OF PARTIES

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the CONTRACTOR as the agent, representative, or employee of the TOWN for any purpose whatsoever. The CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

SECTION TWENTY-FOUR

ANNEXATIONS

Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor.

SECTION TWENTY-FIVE

PUBLIC ENTITY CRIMES

CONTRACTOR may not be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are

disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The CONTRACTOR is required to comply with Florida Statutes Section 287.133. as amended, or its successor.

SECTION TWENTY-SIX

DRUG-FREE WORKPLACE

CONTRACTOR shall complete a TOWN-approved Drug-Free Workplace Form annually by January 1. Failure to certify the CONTRACTOR as a drug-free workplace in accordance with Section 287.087, Florida Statutes, shall be cause for termination of this Agreement and revocation of the Service.

SECTION TWENTY-SEVEN

The CONTRACTOR, in performing under this Agreement, shall not discriminate against any worker, employee, applicant, or any member of the public because of race, creed, color, sex, age, or national origin, nor otherwise commit an unfair unemployment practice on such basis

SECTION TWENTY-EIGHT

RESOLUTION OF DISPUTES

Section 13 "Administrative Charges" and Section 14 "Breaches" shall be handled pursuant to the processes in those sections to the point where resolution either is or cannot be achieved.

If those disputes cannot be resolved between TOWN staff and CONTRACTOR, they shall be handled pursuant to this Section. Where any dispute between the CONTRACTOR and the TOWN Management cannot be resolved as between them, the TOWN Council shall have an opportunity to review and attempt to resolve the dispute. To invoke this process, the Public Works Director or the CONTRACTOR shall so notify the Mayor and the TOWN Council, and a caring shall be set for a date not less than fifteen (15) or more than forty-five (45) days of such notice. The TOWN Council on the date of the properly set and noticed hearing shall hear the CONTRACTOR and its representatives and the TOWN's staff and the respective positions thereon, and shall make a determination as to whether or not there has been a material breach or Default of this Agreement by either the TOWN or the CONTRACTOR, or on matters such as administrative charges disputes or other disagreements which cannot be resolved as between TOWN Management and CONTRACTOR, the TOWN Council shall hear and resolve them, including directing what action(s), if any, shall be taken by either the TOWN, CONTRACTOR or both. The TOWN may, upon a determination of a Default as described in Section 14, when such determination is affirmed by the TOWN Council under this provision and upon the 60 days notice of termination as provided for in that Section, after such 60 days and without further compensation to the CONTRACTOR, take over the work or any portion of the work, provided however, the CONTRACTOR shall continue to be paid for any work not taken over by the TOWN or work already performed by the CONTRACTOR and not yet compensated and paid to the CONTRACTOR. During any dispute, the CONTRACTOR and the TOWN shall continue to render full compliance with this Agreement regardless of the: nature of the dispute, unless the TOWN specifically notifies the CONTRACTOR otherwise. Both parties reserve their right of access to the judicial system for any dispute.

SECTION TWENTY-NINE

POINTS OF CONTACT

All dealings, contacts, notices, and payments between the CONTRACTOR and the TOWN shall be directed by the CONTRACTOR to the Public Works Director or Public Works Director designee, and by the TOWN to the CONTRACTOR's Project Manager, each of whom shall be designated and identified to the other party upon execution of this Agreement.

SECTION THIRTY

NOTICES

A letter addressed and sent by United States Mail Return Receipt Requested to either party at its business address shown below or hand delivered with a signed receipt shall be sufficient notice whenever required for any purposes in this Agreement, except where otherwise herein designated by telephone.

TOWN:

Public Works Director
Town of Eatonville
307 Kennedy Blvd.
Eatonville, Florida 32751

CONTRACTOR:

Erik Sankey, Regional Vice President
Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford, Florida 32771

Notices shall be effective when received at the address as specified above, Changes to the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, provided, However, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed.

SECTION THIRTY-ONE

INFORMED CONSENT

The CONTRACTOR agrees that the terms of this Agreement have been completely read, are fully understood, and are voluntarily accepted, that CONTRACTOR affirmatively states that it has had the benefit of advice from counsel of its own choosing before executing this Agreement: that CONTRACTOR has voluntarily and with full understanding executed this Agreement and accepted its terms and conditions.

SECTION THIRTY-TWO

COUNTERPARTS

Counterparts: Electronic Signatures. The Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same

instrument representing this Amendment between the parties hereto, and it shall not be necessary for the proof of this Amendment that any party produce or account for more than one such counterpart. Electronic signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

EXECUTION OF DOCUMENT ON FOLLOWING PAGE

EXECUTION OF THE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below:

MAYOR
TOWN OF EATONVILLE, FLORIDA

STATE OF FLORIDA
COUNTY OF ORANGE

On this ___ day of April, 2025, before me, the undersigned notary public, personally appeared _____, Mayor of the Town of Eatonville, Orange, County, Florida who proved to me through satisfactory evidence of identification, which was _____ or who is personally known to me to be the person whose name is signed on the within/preceding document, and acknowledged to me that he signed it voluntarily for its state purpose.

Notary Public
State of Florida
My commission expires:

Date: _____
ERIK SANKEY, REGIONAL VICE PRESIDENT
WASTE PRO OF FLORIDA, INC.

STATE OF FLORIDA
COUNTY OF SEMINOLE

On this ___ day of April, 2025, before me, the undersigned notary public, personally appeared Erik Sankey, Regional Vice President, Waste Pro of Florida, Inc., who proved to me through satisfactory evidence of identification, which was _____ or who is personally known to me to be the person whose name is signed on the within/preceding document, and acknowledged to me that he signed it voluntarily for its state purpose.

Notary Public
State of Florida
My commission expires:

EXHIBIT 1

TOWN OF EATONVILLE PRICE SUBMITTAL

Term: Net 30

Residential Garbage Collection \$ 13.76 Garbage Rate
 \$3.79 Recycling Rate
 \$3.95 Yard Waste Rate
 \$21.50 Total per residence

Extra Cart for trash \$10.00

Commercial Small Cart \$47.81 per 95 gallon cart

	Commercial Service per Week					
	1	2	3	4	5	6
2 YARD	95.09	190.17	285.26	380.35	475.43	570.52
4 YARD	158.48	316.96	475.43	633.91	792.39	950.87
6 YARD	190.17	380.35	570.52	760.69	950.87	1141.04
8 YARD	228.21	456.42	684.62	912.83	1141.04	1369.25

EXHIBIT 2
WASTE PRO OF FLORIDA, INC./TOWN OF EATONVILLE, FLORIDA
ROLL-OFF PRICING

Haul Rate:	\$275
Delivery	\$150
Dry run/Relocate	\$150
Disposal	\$60/ton
Fuel	15%
Environmental	10%

Exhibit 3

RATE FOR RESIDENTIAL COLLECTION SERVICES

FY BEGINNING 4/1/2026

Customer receiving collection services: $\$21.50 + .85 + 3\%-5\%$ CPI/ Customer/Month

FY BEGINNING 4/1/2027

Customer receiving collection services: $\$21.50 + .85 + 3\%-5\%$ CPI/ Customer/Month

FY BEGINNING 4/1/2028

Customer receiving collection services: $\$21.50 + .85 + 3\%-5\%$ CPI/ Customer/Month

FY BEGINNING 4/1/2029

Customer receiving collection services: $\$21.50 + .85 + 3\%-5\%$ CPI/ Customer/Month

Beginning 4/1/2030 and thereafter each year on 4/1, rates with adjust as outlined in Section 12 of the Agreement.



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

APRIL 1, 2025, AT 6:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of the Finance Standard Operating Procedure for the FDEP SRF Grant (**Public Works**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: PUBLIC WORKS
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none">FINANCE SOP for FDEP SRF Grant
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: Request for Town Council to discuss the Finance Standard Operating Procedure presented by GCI. Inc.

SUMMARY: The Program Manager for the FDEP SRF grant, GCI, Inc., will be presenting the Finance Standard Operating Procedure. This SOP outlines the financial control systems and program management strategies employed by the Town of Eatonville in managing the State Revolving Fund (SRF) for infrastructure improvement projects. It establishes a system of checks and balances, ensuring financial integrity, budget tracking, and compliance with federal and state grant regulations.

RECOMMENDATION: Recommendation is for the Town Council to discuss the Finance Standard Operating Procedure presented by GCI. Inc.

FISCAL & EFFICIENCY DATA: N/A



THE TOWN OF
EATONVILLE
THE TOWN THAT FREEDOM BUILT

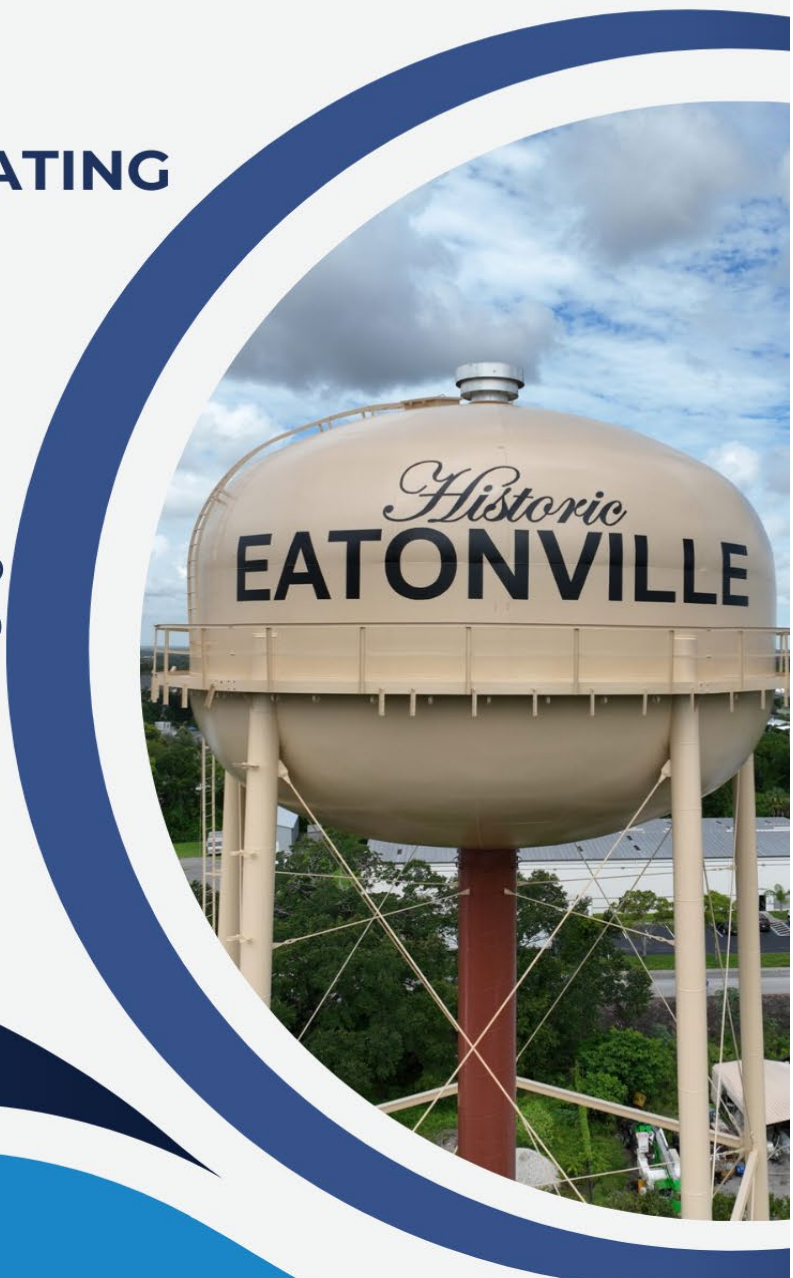
FINANCE

STANDARD OPERATING PROCEDURE SOP

2025

STATE OF FLORIDA DEP
STATE REVOLVING FUND
DW4802A0 & WW480290

Presented By
Mofoluso Murnane



DRAFT

Table of Contents

- Town of Eatonville** **Error! Bookmark not defined.**
- 1. Purpose 5
- 2. Scope..... 5
- 3. Finance Department Structure 5
 - 3.1 Key Personnel 5
 - 3.2 Roles & Responsibilities 6
- 4. Project Setup 6
 - 4.1 Budget Creation 6
 - 4.2 Project Code Assignment 6
 - 4.3 Vendor List Management 7
- 5. Financial Management & Control Systems 7
 - 5.1 Budget Tracking..... 7
 - 5.2 Invoice Processing & Approval 7
 - 5.3 Disbursement Requests 7
 - 5.4 Cost Reporting & Reconciliation 8
- 6. Payment Processing 8
 - 6.1 Payment Approval Workflow 8
 - 6.2 Payment Methods 8
 - 6.3 Payment Reconciliation..... 8
- 7. Cost Reporting..... 8
 - 7.1 Regular Reporting..... 8
 - 7.2 Report Distribution..... 8
 - 7.3 Cost Analysis 9
- 8. Financial Reconciliation..... 9
 - 8.1 Bank Statement Reconciliation..... 9
 - 8.2 Intercompany Reconciliation..... 9
- 9. Compliance and Audit 9
 - 9.1 Internal Controls 9

9.2 Tax Compliance 9

9.3 Audit Preparation 9

10. Grant Management 10

 10.1 Grant Administration 10

 10.2 Fund Allocation & Tracking..... 10

 10.3 Grant Reporting..... 10

11. Centralized Financial System Development & Integration 10

 11.1 System Integration 10

 11.2 Integration with Edmunds System..... 10

 11.3 Process Automation 11

12. Continuous Improvement Mechanisms..... 11

 12.1 Process Evaluation & Optimization 11

 12.2 Staff Training & Development..... 11

13. Conclusion..... 11

DRAFT

1. Purpose

This SOP outlines the financial control systems and program management strategies employed by the Town of Eatonville in managing the State Revolving Fund (SRF) for infrastructure improvement projects. It establishes a system of checks and balances, ensuring financial integrity, budget tracking, and compliance with federal and state grant regulations.

2. Scope

This procedure applies to all financial activities related to the planning, design, and construction of utility infrastructure projects funded by the Florida Department of Environmental Protection SRF grants (DW4802A0 & WW480290).

3. Finance Department Structure

3.1 Key Personnel

- Finance Director: Katrina Gibson
- Senior Accountant: Rachel McCoy
- Accounts Payable Specialist: Karin Dunn
- Financial Compliance Personnel (TBD – Assigned by GCI): Acts as a liaison between the Finance Department and project management teams.
- Intern (Continuous Improvement Officer): Dedicated to monitoring and enhancing financial control systems.

3.2 Roles & Responsibilities

Role	Responsibilities	Governance
Finance Director	Oversees budget tracking, reporting, and compliance	Town of Eatonville
Program Director	Approves invoices, monitors project costs	G.C.I. Program Management
Financial Compliance Personnel	Provides final payment approvals and assists with invoice and cost monitoring, and reconciliation	G.C.I. Program Management
Accounts Payable Clerk	Processes disbursements and reconciles financial records	Town of Eatonville
Intern	Dedicated to monitoring and enhancing financial control systems.	G.C.I. Program Management

4. Project Setup

4.1 Budget Creation

- Establish a detailed project budget based on project scope, cost estimates, and approved funding.
- Breakdown budget into categories based on SRF funding classifications, including:
 - Planning
 - Design
 - Construction (labor, materials, equipment, permits)
 - Technical Services
 - Asset Management
 - Contingencies

4.2 Project Code Assignment

- Assign unique project codes to each construction project to ensure accurate expense tracking.
- Ensure all financial transactions and invoices reference assigned project codes.

4.3 Vendor List Management

- Maintain an updated list of approved vendors with contact information and payment terms.
- Regularly review and update the vendor list to ensure compliance with grant requirements and procurement policies.

5. Financial Management & Control Systems

5.1 Budget Tracking

- The Finance Director ensures that all project budgets are recorded in the Edmunds system.
- Budget tracking includes:
 - Allocated funds
 - Encumbrances
 - Expenditures
 - Remaining balances
- Monthly budget reviews are conducted to ensure compliance with SRF grant regulations.

5.2 Invoice Processing & Approval

- Receive invoices from vendors and verify them against purchase orders and project codes.
- Assign designated personnel to review invoices for accuracy (prices, quantities, terms).
- Obtain necessary approvals based on project budget and authorization levels.
- Promptly enter invoice details into the Edmunds accounting system, including project codes, vendor information, and line-item descriptions.

5.3 Disbursement Requests

- Submit SRF Disbursement Request Forms with invoice details (Completed work is submitted for reimbursement via the SRF Disbursement Request Form).
- Ensure Engineer Certification for construction-related disbursements.
- Conduct compliance checks before submission.
- The Finance Department (Director) submits requests electronically to the FDEP.

5.4 Cost Reporting & Reconciliation

- Generate quarterly financial reports comparing actual vs. budgeted expenses.
- Remaining funding balance
- Expected future costs
- Perform final reconciliation before project close-out: A final cost reconciliation report will be submitted at project completion to comply with SRF close-out requirements.
- The Finance Department ensures all transactions match with the Edmunds system records.

6. Payment Processing

6.1 Payment Approval Workflow

- Establish a clear approval process for payments, including required signatures from project managers, senior management, and accounting personnel based on invoice amount thresholds.

6.2 Payment Methods

- Determine appropriate payment methods (check, wire transfer, credit card) based on vendor terms and company policy.

6.3 Payment Reconciliation

- Regularly reconcile vendor statements against processed payments to ensure accuracy.

7. Cost Reporting

7.1 Regular Reporting

- Generate periodic project cost reports detailing actual expenses against budgeted amounts, highlighting variances and potential issues.

7.2 Report Distribution

- Distribute cost reports to relevant stakeholders (project managers, senior management) in a timely manner.

7.3 Cost Analysis

- Conduct detailed cost analysis to identify areas for cost optimization and potential cost overruns.

8. Financial Reconciliation

8.1 Bank Statement Reconciliation

- Regularly reconcile bank statements with accounting records to ensure all transactions are accounted for.

8.2 Intercompany Reconciliation

- If applicable, reconcile transactions between different company entities involved in the project.

9. Compliance and Audit

9.1 Internal Controls

- Implement robust internal controls to prevent fraud and ensure data integrity, including segregation of duties and regular review processes.

9.2 Tax Compliance

- Adhere to all relevant tax regulations regarding construction projects and vendor payments.

9.3 Audit Preparation

- Maintain proper documentation to facilitate smooth external audits.

10. Grant Management

10.1 Grant Administration

- Ensure compliance with grant terms and conditions as outlined by the Florida Department of Environmental Protection (FDEP).
- Maintain an organized system for grant agreements, amendments, and correspondence.

10.2 Fund Allocation & Tracking

- Allocate grant funds according to approved budget categories (planning, design, construction, technical services, etc.).
- Track fund disbursement and ensure proper documentation for all expenditures.

10.3 Grant Reporting

- Submit required financial and progress reports in accordance with grant deadlines.
- Ensure all expenses comply with grant allowable cost guidelines.

11. Centralized Financial System Development & Integration

11.1 System Integration

- Develop a centralized financial system that aggregates financial data, grants, and construction-related expenses.
- Ensure seamless integration with the Town of Eatonville's Edmunds system for real-time tracking.

11.2 Integration with Edmunds System

- All financial transactions will be coded and categorized in the Edmunds system to allow:
 - Automated tracking of grant/loan funds
 - Audit-ready financial reports
 - Real-time access to expenditure data
- Integration steps:
 1. Setup: Create funding accounts for SRF projects.

2. Processing: Invoices and payments linked to project budgets.
3. Auditing: Generate reports for internal audits and FDEP compliance checks.

11.3 Process Automation

- Implement automated workflows for budget tracking, payment approvals, and cost reporting.
- Utilize financial dashboards for stakeholder visibility and decision-making.

12. Continuous Improvement Mechanisms

12.1 Process Evaluation & Optimization

- Regularly review and update financial processes to enhance efficiency and compliance.
- Conduct annual financial system audits to identify and resolve process inefficiencies.

12.2 Staff Training & Development

- Provide ongoing training for Finance Department staff on grant compliance, financial controls, and system usage.
- Encourage participation in workshops and certification programs related to public finance and grant management.

13. Conclusion

This SOP establishes a structured financial control framework to ensure compliance, efficiency, and transparency in managing infrastructure improvement grants for the Town of Eatonville. By leveraging integrated financial systems, clear accountability measures, and continuous process enhancements, this document ensures effective financial oversight throughout the grant lifecycle.