

CITY OF LABELLE



AGENDA

Regular Commission Meeting

Thursday, August 13, 2026, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins, Mayor
Jackie Ratica, Vice Mayor
Kevin Holland, Commissioner
Bobbie Spratt, Commissioner
Hugo Vargas, Commissioner

ADMINISTRATION:

Tijauna Warner, MPA, MMC, Deputy City Clerk
Derek Rooney, Esq., City Attorney
Mitchell Wills, Superintendent PW

Agenda

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Roll Call**
4. **Additions of Emergency Basis From Mayor, Deletions and Approval of Agenda Items**
5. **Presentations**
6. **Consent Agenda Items for Consideration**

(Any commissioner or citizen may request to have an item removed from the consent agenda and placed on the regular agenda for further discussion.)

A. Approval of July Check Register

B. Approval of June Minutes:

July 9, 2026 LPA Meeting

July 9, 2026 City Commission Meeting

July 23, 2026 City Commission Budget Workshop

July 23, 2026 City Commission Special Meeting

C. Approval of Staff Reports:

-HCSO- Lt. Allen Hudson

-Fire Department- Chief Brent Stevens

-Building Department- Mark Lynch

-Code Enforcement- Zane Mungillo

D. RCM Lift Station 3, 11, & 18 Proposals

E. FY2026 Audit Engagement

7. **Non-Public Hearing Items for Consideration**

(Limited to 15 minutes per item: 3-5 minutes optional presentation time with the remaining time for discussion by the Commission)

A. 100 N. Lee Street Tree Removal Permit

B. LaBelle Civic Center Deposit Increase

C. Moratorium on Data Center

D. Local Small Business Advisory Committee

E. Appointing Residents to Local Planning Agency

F. Caloosa Humane Society Love Unleashed Gala Sponsorship

G. AOI Lease - Stella Luckey

8. **Public Hearings and/or Ordinances**

- A. RESOLUTION 2026-21 A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, GRANTING A SPECIAL EXCEPTION FROM THE BUSINESS GENERAL (B-2) ZONING DISTRICT FOR A CHILD CARE FACILITY TO BE LOCATED AT 90 HOWE AVENUE, CITY OF LABELLE, FLORIDA; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
- B. RESOLUTION 2026-22 A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, ALLOWING FOR A VARIANCE FROM THE FENCE REGULATIONS ESTABLISHED IN THE LAND DEVELOPMENT CODE SECTION 4-84 FOR A REDISENTIAL PROPERTY WITHIN THE R-1A ZONING DISTRICT AT THE SUBJECT PROPERTY LOCATED AT 471 FORT THOMPSON AVENUE; IN THE CITY OF LABELLE, FLORIDA; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
- C. RESOLUTION 2026-24 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN HENDRY COUNTY AND THE CITY OF LABELLE FOR ANIMAL CONTROL SERVICES FOR UNINCORPORATED EAST HENDRY COUNTY; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
- D. RESOLUTION 2026-25 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING FINAL RATES FOR PROVIDING FIRE PROTECTION, AND PROVIDING AN EFFECTIVE DATE.
- E. RESOLUTION 2026-26 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING FINAL RATES FOR PROVIDING POLICE PROTECTION, PROVIDING SEVERABILITY, PROVIDING AN EFFECTIVE DATE.
- F. RESOLUTION 2026-27 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING FINAL RATES FOR PROVIDING RECREATION FACILITIES, AND PROVIDING AN EFFECTIVE DATE.
- G. RESOLUTION 2026-28 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING FINAL RATES FOR PROVIDING STREET LIGHTING, PROVIDING AN EFFECTIVE DATE.
- H. ORDINANCE 2026-01 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 1.58+/-ACRE TRACT GENERALLY LOCATED NORTH AND SOUTH OF WEST YEOMANS AVENUE, NORTH OF WEST HICKPOCHEE AVENUE, AND WEST OF NORTH MAIN STREET; AMENDING THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTIES FROM "DOWNTOWN DISTRICT" DESIGNATION TO "COMMERCIAL" DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
- I. ORDINANCE 2026-02 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 1.58+/-ACRE TRACT GENERALLY LOCATED NORTH AND SOUTH OF WEST YEOMANS AVENUE, NORTH OF WEST HICKPOCHEE AVENUE, AND WEST OF NORTH MAIN STREET, AMENDING THE ZONING DESIGNATION FROM PLANNED UNIT DEVELOPMENT (PUD) AND DOWNTOWN BUSINESS DISTRICT (DBD) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

- J.** ORDINANCE 2026-09 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CITY OF LABELLE CODE, CHAPTER 14, ARTICLE V, MUNICIPAL DOCK; AND CREATING SECTION 14-88, PROHIBITED ACTIVITIES WITHIN THE MUNICIPAL DOCK; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR PROHIBITED ACTIVITIES, ENFORCEMENT, AND PENALTIES; PROVIDING FOR RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
- K.** ORDINANCE 2026-10 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CITY OF LABELLE CODE, CHAPTER 6, FIRE PREVENTION, ARTICLE II, FIRE PREVENTION AND LIFE SAFETY STANDARDS; AMENDING SECTIONS 6-12, CODE ADOPTED; APPLICABILITY, AND 6-13, AMENDMENTS TO FIRE PREVENTION CODE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR THE ADOPTION OF THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND RELATED STANDARDS; PROVIDING FOR RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

10. City Related Business by Commissioners

- A.** Hendry County Interlocal Agreement - Vice Mayor Jackie Ratica

11. Adjournment

Upcoming Meetings:

August 27, 2026 City Commission Budget Workshop

September 10, 2026 City Commission Budget Workshop, LPA Meeting, & Meeting

September 17, 2026 City Commission Special Final Budget Meeting

*Be advised that the Commission may take action on items not listed on the agenda.

City of Labelle Office Closures:

September 7, 2026 Labor Day

Meeting Records Request

Any person requesting the appeal of a decision of the City Commission will require a verbatim record of the proceedings and for that purpose will need to ensure that such verbatim record is made. Pursuant to FS. 286.0105, the record must include the testimony and evidence upon which the appeal is to be based. The City of LaBelle does not prepare or provide such verbatim record.

Notice of Commission Meetings and Agendas

The second Thursday of each month are regular meeting dates for the City Commission; special or workshop meetings may be called, whenever necessary. Commission Agendas are posted on the City's website on the Friday prior to each Commission meeting. A copy of the meeting audio and the complete agenda may be requested at tiawarner@citylabelle.com or 863-675-2872.

Americans with Disabilities Act

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with five (5) days advance notice of any meeting, by contacting Deputy City Clerk Tijauna Warner at LaBelle City Hall, 481 W. Hickpochee Avenue, LaBelle, Florida. Phone No. 863-675-2872. Hearing Assistance: If hearing impaired, contact Florida Relay at 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statute 286.26)

Range of Checking Accts: First to Last Range of Check Dates: 07/01/26 to 07/31/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED GENERAL FUND POOLED CASH					
260864	07/01/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9983
260865	07/01/26	FRS FLORIDA RETIREMENT SYSTEM	27,643.69		9984
260869	07/01/26	AFL AMERICAN FAMILY LIFE ASSR CO.	689.82		9990
260870	07/01/26	ALLSTATE AMERICAN HERITAGE LIFE INS CO	615.68		9990
260871	07/01/26	ALLSTATE AMERICAN HERITAGE LIFE INS CO	2,336.60		9990
260872	07/01/26	AMARINES A.MARINES ROAD SERV & TIRE INC	284.50		9990
260873	07/01/26	BSA BRIDGE STREET AUTO PARTS, INC.	225.00		9990
260874	07/01/26	C-000021 OLGA PERALES MERCADO	500.00		9990
260875	07/01/26	C-000022 RCMA	250.00		9990
260876	07/01/26	CII COMMUNICATIONS INTERNATIONAL	264.42	07/23/26 VOID	9990 (Reason: ADDRESS CHNG)
260877	07/01/26	CLINK CENTURYLINK	461.71		9990
260878	07/01/26	COMCAST COMCAST	324.85		9990
260879	07/01/26	CTTF COUNTY TRANSPORTATION TRST FND	11,661.69		9990
260880	07/01/26	FPL FLORIDA POWER & LIGHT	0.00	07/01/26 VOID	0
260881	07/01/26	FPL FLORIDA POWER & LIGHT	20,072.41		9990
260882	07/01/26	GAFS GREAT AMERICA FINANCIAL SVCS	345.96		9990
260883	07/01/26	HCB OCC HENDRY CO BOARD COUNTY COMM	3,062.83		9990
260884	07/01/26	HCPUBSAF HENDRY COUNTY PUBLIC SAFETY	979.97		9990
260885	07/01/26	LEGALSH LEGAL SHIELD	73.75		9990
260886	07/01/26	PBGFS PITNEY BOWES GLOBAL FINANCIAL	152.77		9990
260887	07/01/26	SHRED SHRED-IT USA	159.09		9990
260888	07/01/26	STREA005 Stream LLC	99.99		9990
260889	07/01/26	SWCO SHERWIN WILLIAMS CO.	435.65		9990
260890	07/01/26	UNWAYLEE UNITED WAY OF LEE COUNTY	30.00		9990
260891	07/01/26	WSC WINDMILL SPRINKLER CO., INC.	854.47		9990
260892	07/01/26	ADOBE ADOBE INC.	37.98		9992 Direct Deposit
260893	07/01/26	DEXI DEX IMAGING LLC	115.31		9992 Direct Deposit
260894	07/01/26	FITCH005 FITCH & ASSOCIATES	2,800.00		9992 Direct Deposit
260895	07/01/26	PTLLC PROTECTED TRUST LLC	4,877.30		9992 Direct Deposit
260896	07/01/26	QUALITY QUALITY 1 AUTO CARE INC	589.45		9992 Direct Deposit
260897	07/01/26	RICKY005 RICKY RESCUE TRAINING ACADEMY	2,750.00		9992 Direct Deposit
260898	07/01/26	THEMA005 THE MAKER'S MOTIF INC.	160.00		9992 Direct Deposit
260899	07/01/26	TRISTAG TRIEST AG GROUP INC	770.66		9992 Direct Deposit
260900	07/01/26	ZAMBELLI ZAMBELLI FIREWORKS MFG.	12,500.00		9992 Direct Deposit
260902	07/10/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9995
260903	07/13/26	AAP ADVANCE AUTO PARTS	303.89		9996
260904	07/13/26	ANTHE005 ANTHEM SPORTS, LLC	1,815.15		9996
260905	07/13/26	C-000020 DELILAH A REYNA	687.50		9996
260906	07/13/26	CITYE005 City Electric Supply Company	24.95		9996
260907	07/13/26	DELL DELL MARKETING L.P.	2,059.82		9996
260908	07/13/26	FGFOA FGFOA	130.00		9996
260909	07/13/26	FMPT2 FLORIDA MUNICIPAL PENSION TRST	22,296.39		9996
260910	07/13/26	GRAYROB GrayRobinson Attorneys At Law	5,557.50		9996
260911	07/13/26	HCSO HENDRY COUNTY SHERIFF'S OFFICE	40,000.00		9996
260912	07/13/26	HUNTS HUNTER TREE SERVICE	2,000.00		9996
260913	07/13/26	ISBC IPITOMY SMARTER BUSINESS COMMU	74.58		9996
260914	07/13/26	JCW JULIE CRAICY WILKINS	104.40		9996
260915	07/13/26	LCBOCC LEE COUNTY SOLID WASTE	90.51		9996
260916	07/13/26	PFMG PFM GROUP CONSULTING LLC	1,500.00		9996

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED	GENERAL FUND POOLED CASH	Continued			
260917	07/13/26	SSOC SUNSHINE STATE ONE CALL OF FL.	595.45		9996
260918	07/13/26	TYLERH TYLER HAMILTON DR	156.00		9996
260919	07/13/26	UNWAYLEE UNITED WAY OF LEE COUNTY	26.00		9996
260920	07/13/26	WILLI005 WILLIAM JONES	14.99		9996
260921	07/13/26	AES AIM ENGINEERING & SURVEYING	5,107.68		9999 Direct Deposit
260922	07/13/26	CALLAG DAN CALLAGHAN ENTERPRISES INC	359.85		9999 Direct Deposit
260923	07/13/26	CAPG005 C.A.P. GOVERNMENT, INC	3,772.00		9999 Direct Deposit
260924	07/13/26	CULL CULLIGAN WATER	189.50		9999 Direct Deposit
260925	07/13/26	MJW MARY JO WILSON	142.50		9999 Direct Deposit
260926	07/13/26	PTLLC PROTECTED TRUST LLC	4,138.19		9999 Direct Deposit
260927	07/13/26	QUALITY QUALITY 1 AUTO CARE INC	680.08		9999 Direct Deposit
260929	07/16/26	FDOR FLORIDA DEPT OF REVENUE	0.00		10003
260928	07/17/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		10002
260930	07/20/26	AFL AMERICAN FAMILY LIFE ASSR CO.	2,100.44		10004
260931	07/20/26	BCSI BUILDERS CHOICE SUPPLY INC	131.39		10004
260932	07/20/26	C-000023 MANDY L ROBERTS	500.00		10004
260933	07/20/26	CENTLINK CENTURYLINK	768.18		10004
260934	07/20/26	CHADF005 Chad Fussell	2,500.00	07/21/26 VOID	10004 (Reason: CORRECT VENDOR NAME)
260935	07/20/26	CHS CALOOSA HUMANE SOCIETY	155.00		10004
260936	07/20/26	COLW CITY OF LABELLE, WATER & SANIT	7,248.50		10004
260937	07/20/26	COMCAST COMCAST	324.85		10004
260938	07/20/26	CORE CORE & MAIN LP	2,938.90		10004
260939	07/20/26	HO HOMERO OLIVAREZ, JR	225.00		10004
260940	07/20/26	LIBRARY LABELLE FREE PUBLIC LIBRARY	11,250.00		10004
260941	07/20/26	PBBI PITNEY BOWES BANK INC	205.00		10004
260942	07/20/26	TMOBI005 T-MOBILE USA INC.	1,246.61		10004
260943	07/20/26	WLMINC WOLFF'S LAWN MACHINES INC	1,190.49		10004
260944	07/20/26	WSC WINDMILL SPRINKLER CO., INC.	54.88		10004
260945	07/20/26	CAPG005 C.A.P. GOVERNMENT, INC	184.00		10006 Direct Deposit
260946	07/20/26	CQL CAPTAINS QUICK LUBE	220.00		10006 Direct Deposit
260947	07/20/26	LDRC LABELLE DOWNTOWN	1,741.00		10006 Direct Deposit
260948	07/20/26	LNATL GLOBE LIFE	446.88		10006 Direct Deposit
260949	07/20/26	PRM PUBLIC RISK MANAGEMENT	66,533.25		10006 Direct Deposit
260950	07/20/26	PRM5 PUBLIC RISK MANAGEMENT	88,446.25		10006 Direct Deposit
260951	07/20/26	QUALITY QUALITY 1 AUTO CARE INC	1,961.80		10006 Direct Deposit
260952	07/20/26	SSW SHARON SANDERS WHITE	165.00		10006 Direct Deposit
260953	07/20/26	THEMA005 THE MAKER'S MOTIF INC.	60.00		10006 Direct Deposit
260954	07/20/26	WRMLLC WORLD RISK MANAGEMENT	1,361.00		10006 Direct Deposit
260956	07/21/26	CHADF005 Chad Fussell	2,500.00		10004
260955	07/24/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		10009
260958	07/24/26	ABP ACCENT BUSINESS PRODUCTS	138.19		10011
260959	07/24/26	AFL AMERICAN FAMILY LIFE ASSR CO.	923.31		10011
260960	07/24/26	AFL AMERICAN FAMILY LIFE ASSR CO.	2,608.81		10011
260961	07/24/26	ALLSTATE AMERICAN HERITAGE LIFE INS CO	2,336.60		10011
260962	07/24/26	ALLSTATE AMERICAN HERITAGE LIFE INS CO	661.00		10011
260963	07/24/26	BCSI BUILDERS CHOICE SUPPLY INC	671.13		10011
260964	07/24/26	COLW2 CITY OF LABELLE WATER AND SANI	3,770.34		10011
260965	07/24/26	CORE CORE & MAIN LP	2,255.18		10011
260966	07/24/26	CTTF COUNTY TRANSPORTATION TRST FND	11,434.18		10011
260967	07/24/26	ESTIRE ES TIRE CENTER, LLC	30.00		10011
260968	07/24/26	FPL FLORIDA POWER & LIGHT	0.00	07/24/26 VOID	0
260969	07/24/26	FPL FLORIDA POWER & LIGHT	5,757.07		10011

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED	GENERAL FUND POOLED CASH	Continued			
260970	07/24/26	GAFS GREAT AMERICA FINANCIAL SVCS	345.96		10011
260971	07/24/26	HRCH HENDRY REGIONAL CORP. HEALTH	1,600.00		10011
260972	07/24/26	LEGALSH LEGAL SHIELD	73.75		10011
260973	07/24/26	PHILLIPS PHILLIPS A/C & HEATING SERVICE	3,195.00		10011
260974	07/24/26	POCI PORTERFIELD OIL COMPANY, INC.	200.00		10011
260975	07/24/26	POL POSTMASTER - LABELLE, FL.	68.33		10011
260976	07/24/26	STREA005 Stream LLC	10.00		10011
260977	07/24/26	SWCO SHERWIN WILLIAMS CO.	896.65		10011
260978	07/24/26	UNWAYLEE UNITED WAY OF LEE COUNTY	30.00		10011
260979	07/24/26	VAH VISION ACE HARDWARE-LABELLE	0.00	07/24/26 VOID	0
260980	07/24/26	VAH VISION ACE HARDWARE-LABELLE	2,672.76		10011
260981	07/24/26	VPL VORTECH PHARMACEUTICALS, LTD.	1,176.00		10011
260982	07/24/26	WLMINC WOLFF'S LAWN MACHINES INC	288.95		10011
260983	07/24/26	BPE BARRY'S POWER EQUIPMENT	343.98		10014 Direct Deposit
260984	07/24/26	CHPC0005 CPH CONSULTING, LLC	9,000.00		10014 Direct Deposit
260985	07/24/26	CII COMMUNICATIONS INTERNATIONAL	4,100.62		10014 Direct Deposit
260986	07/24/26	EDMUNDS EDMUNDS GOVTECH	1,300.00		10014 Direct Deposit
260987	07/24/26	INM INDEPENDENT NEWSMEDIA INC USA	435.26		10014 Direct Deposit
260988	07/24/26	JLRFI005 JLR FIRE INSPECTIONS LLC	3,166.00		10014 Direct Deposit
260989	07/24/26	LNATL GLOBE LIFE	558.60		10014 Direct Deposit
260990	07/24/26	LUNAF005 LUNA FUELS HENDRY INC	225.08		10014 Direct Deposit
260991	07/24/26	ORKINPC ORKIN, LLC	65.00		10014 Direct Deposit
260992	07/24/26	QUALITY QUALITY 1 AUTO CARE INC	735.87		10014 Direct Deposit
260993	07/24/26	SFEV SOUTH FL EMERGENCY VEHICLES	934.53		10014 Direct Deposit
260994	07/24/26	SUPPLYL SUPPLYLINE	3,046.13		10014 Direct Deposit
260995	07/24/26	THEMA005 THE MAKER'S MOTIF INC.	475.00		10014 Direct Deposit
260996	07/27/26	ENTER005 Enterprise FM Trust	193.20		10017 Direct Deposit
260957	07/31/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		10010

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	84	5	221,316.71	2,764.42
Direct Deposit:	40	0	224,688.95	0.00
Total:	124	5	446,005.66	2,764.42

UTILITY DEPOSIT	Water Revenue Deposit			
2738	07/01/26	U-000388 CALOOSA OUTDOORS LLC	117.81	9991
2739	07/01/26	U-000389 MARTINEZ, MARIO JR	32.55	9991
2740	07/01/26	U-000390 HARDEE, COLSEN WISE	52.67	9991
2741	07/01/26	U-000391 SETTER, ANDREW EMERSON	2.12	9991
2742	07/01/26	U-000392 BRYANT, JUSTIN S & CATHERINE L	69.12	9991
2743	07/01/26	U-000393 CORDOVA, JORGE J	445.96	9991
2744	07/01/26	U-000394 KENDRICK, NICOLAS SCOTT	62.08	9991
2745	07/01/26	U-000395 PULTE HOME COMPANY LLC	10.73	9991
2746	07/09/26	U-000217 WHITE, BRANDI LOUISE	46.13	9464
2747	07/09/26	U-000201 GUTIERREZ, KAYLA MARIE	58.76	9416
2748	07/13/26	U-000396 SILUETA SPA ESTETICA, LLC	472.38	9997
2749	07/13/26	U-000397 RODRIGUEZ, MANUEL	42.59	9997
2750	07/13/26	U-000398 MAYES, JOHN	46.75	9997
2751	07/13/26	U-000399 GUFFEY, VIRGINA AMMONS	88.09	9997
2752	07/13/26	U-000400 WILLIAMS-PACK, RYLEE MAE	62.08	9997
2753	07/13/26	U-000401 CISNEROS, SAVANNA MARIE	72.12	9997
2754	07/24/26	U-000402 BADCOCK	7.10	10013

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
UTILITY DEPOSIT Water Revenue Deposit Continued					
2755	07/24/26	U-000403 MOHAMMED, HAROON HANIFF	143.30		10013
2756	07/24/26	U-000404 GRAHAM, STEPHANIE JANE	46.99		10013
2757	07/24/26	U-000405 CROWE, KRISTINE LAREE	22.53		10013
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
		Checks: 20	0	1,901.86	0.00
		Direct Deposit: 0	0	0.00	0.00
		Total: 20	0	1,901.86	0.00
UTILITY POOLED UTILITY FUND POOLED CASH					
1459	07/01/26	FRS FLORIDA RETIREMENT SYSTEM	6,217.53		9985
1460	07/01/26	AMARINES A.MARINES ROAD SERV & TIRE INC	243.00		9989
1461	07/01/26	CLINK CENTURYLINK	288.72		9989
1462	07/01/26	CTTF COUNTY TRANSPORTATION TRST FND	1,100.53		9989
1463	07/01/26	FPL FLORIDA POWER & LIGHT	25,844.65		9989
1464	07/01/26	HCPUBSAF HENDRY COUNTY PUBLIC SAFETY	25.00		9989
1465	07/01/26	PBGFS PITNEY BOWES GLOBAL FINANCIAL	50.93		9989
1466	07/01/26	POL POSTMASTER - LABELLE, FL.	1,500.00		9989
1467	07/01/26	SHRED SHRED-IT USA	53.02		9989
1468	07/01/26	BMI BADGER METER INC.	2,017.00		9993 Direct Deposit
1469	07/01/26	PTLLC PROTECTED TRUST LLC	609.65		9993 Direct Deposit
1470	07/01/26	SUNBE005 SUNBELT WASTE EQUIPMENT LLC	4,727.67		9993 Direct Deposit
1471	07/01/26	TRISTAG TRIEST AG GROUP INC	45.60		9993 Direct Deposit
1472	07/01/26	WOODARD WOODARD & CURRAN INC	11,250.00		9993 Direct Deposit
1473	07/13/26	ADS ACCURATE DRILLING SYSTEMS, INC	341,906.66		9998
1474	07/13/26	GRAYROB GrayRobinson Attorneys At Law	2,220.00		9998
1475	07/13/26	ISBC IPITOMY SMARTER BUSINESS COMMU	24.86		9998
1476	07/13/26	CULL CULLIGAN WATER	50.00		10000 Direct Deposit
1477	07/13/26	FDEP FL DEPT OF ENVIRONMENTAL PROT.	943.74	07/13/26 VOID	10000 Direct Deposit (Reason: CORRECT PYMT AMOUNT)
1478	07/13/26	KGAUSE KATHARINA GAUSE	150.00		10000 Direct Deposit
1479	07/13/26	PTLLC PROTECTED TRUST LLC	402.73		10000 Direct Deposit
1480	07/13/26	TETRA005 TETRA TECH, INC	6,200.00		10000 Direct Deposit
1481	07/13/26	WOODARD WOODARD & CURRAN INC	152,802.42		10000 Direct Deposit
1482	07/13/26	FDEP FL DEPT OF ENVIRONMENTAL PROT.	8,272.48		10001 Direct Deposit
1483	07/20/26	CENTLINK CENTURYLINK	256.06		10005
1484	07/20/26	CORE CORE & MAIN LP	838.05	07/20/26 VOID	10005 (Reason: WRONG VENDOR)
1485	07/20/26	LUMEN LUMEN	559.25		10005
1486	07/20/26	FWEI FOUR WATERS ENGINEERING, INC	10,937.50		10007 Direct Deposit
1487	07/20/26	KGAUSE KATHARINA GAUSE	150.00		10007 Direct Deposit
1488	07/20/26	PRM PUBLIC RISK MANAGEMENT	11,008.80		10007 Direct Deposit
1489	07/20/26	PRM5 PUBLIC RISK MANAGEMENT	74,187.75		10007 Direct Deposit
1490	07/20/26	TETRA005 TETRA TECH, INC	35,582.55		10007 Direct Deposit
1491	07/20/26	USAB USA BLUEBOOK	69.56		10007 Direct Deposit
1492	07/20/26	USAB USA BLUEBOOK	838.05		10008 Direct Deposit
1493	07/24/26	ABP ACCENT BUSINESS PRODUCTS	227.07		10012
1494	07/24/26	BCSI BUILDERS CHOICE SUPPLY INC	95.85		10012
1495	07/24/26	COLW2 CITY OF LABELLE WATER AND SANI	1,994.28		10012
1496	07/24/26	CORE CORE & MAIN LP	11,019.81		10012
1497	07/24/26	CTTF COUNTY TRANSPORTATION TRST FND	1,361.03		10012
1498	07/24/26	FDOT FDOT	10.27		10012
1499	07/24/26	FPL FLORIDA POWER & LIGHT	10,822.02		10012

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
UTILITY POOLED	UTILITY FUND	POOLED CASH	Continued		
1500	07/24/26	POL POSTMASTER - LABELLE, FL.	1,636.67	07/24/26 VOID	10012 (Reason: SEPARATE CKS)
1501	07/24/26	VAH VISION ACE HARDWARE-LABELLE	426.62		10012
1502	07/24/26	WSC WINDMILL SPRINKLER CO., INC.	268.42		10012
1503	07/24/26	TETRA005 TETRA TECH, INC	5,835.00		10015 Direct Deposit
1504	07/24/26	POL POSTMASTER - LABELLE, FL.	1,500.00		10016
1505	07/24/26	POL POSTMASTER - LABELLE, FL.	136.67		10016
1506	07/27/26	ENTER005 Enterprise FM Trust	23,882.09		10018 Direct Deposit
Checking Account Totals		Paid	Void	Amount Paid	Amount Void
	Checks:	25	2	408,152.25	2,474.72
	Direct Deposit:	20	1	349,018.85	943.74
	Total:	45	3	757,171.10	3,418.46
Report Totals		Paid	Void	Amount Paid	Amount Void
	Checks:	129	7	631,370.82	5,239.14
	Direct Deposit:	60	1	573,707.80	943.74
	Total:	189	8	1,205,078.62	6,182.88

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	6-001	415,009.00	0.00	30,996.66	446,005.66
WATER FUND	6-041	595,544.26	0.00	0.00	595,544.26
SEWER FUND	6-042	161,626.84	0.00	0.00	161,626.84
Year Total:		1,172,180.10	0.00	30,996.66	1,203,176.76
WATER FUND	x-041	452.37	0.00	0.00	452.37
SEWER FUND	x-042	780.32	0.00	0.00	780.32
SANITATION OPERATION FUND	x-043	669.17	0.00	0.00	669.17
Year Total:		1,901.86	0.00	0.00	1,901.86
Total of All Funds:		1,174,081.96	0.00	30,996.66	1,205,078.62

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	415,009.00	0.00	30,996.66	446,005.66
WATER FUND	041	595,996.63	0.00	0.00	595,996.63
SEWER FUND	042	162,407.16	0.00	0.00	162,407.16
SANITATION OPERATION FUND	043	669.17	0.00	0.00	669.17
Total of All Funds:		1,174,081.96	0.00	30,996.66	1,205,078.62

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	6-001	415,009.00	0.00	0.00	0.00	415,009.00
WATER FUND	6-041	595,544.26	0.00	0.00	0.00	595,544.26
SEWER FUND	6-042	161,626.84	0.00	0.00	0.00	161,626.84
Year Total:		1,172,180.10	0.00	0.00	0.00	1,172,180.10
WATER FUND	x-041	452.37	0.00	0.00	0.00	452.37
SEWER FUND	x-042	780.32	0.00	0.00	0.00	780.32
SANITATION OPERATION FUND	x-043	669.17	0.00	0.00	0.00	669.17
Year Total:		1,901.86	0.00	0.00	0.00	1,901.86
Total of All Funds:		1,174,081.96	0.00	0.00	0.00	1,174,081.96

CITY OF LABELLE



MINUTES

Local Planning Agency Meeting
Thursday, July 09, 2026, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins., Mayor
Jackie Ratica, Vice Mayor
Kevin Holland, Commissioner
Bobbie Spratt, Commissioner
Hugo Vargas, Commissioner

ADMINISTRATION:

Tijauna Warner, MPA, MMC, Deputy City Clerk
Derek Rooney, Esq., City Attorney
Mitchell Wills, Superintendent PW

Minutes

1. Call to Order

The meeting was called to order by Mayor Wilkins at 5:30 PM.

2. Roll Call

PRESENT

Mayor Julie C. Wilkins

Vice Mayor Jackie Ratica

Commissioner Bobbie Spratt

Commissioner Hugo Vargas

Commissioner Kevin Holland

Deputy City Clerk Tijauna Warner

Acting City Attorney Kaylee Tuck

ABSENT

City Attorney Derek Rooney

3. Invocation and Pledge of Allegiance

Invocation by Commissioner Holland and Pledge of Allegiance lead by Vice Mayor Ratica.

4. New Business

- A. ORDINANCE 2026-08 AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, PROVIDING FOR TRANSMITTAL OF AMENDMENTS TO THE CITY OF LABELLE COMPREHENSIVE PLAN; TO AMEND THE TEXT OF THE FUTURE LAND USE ELEMENT, TRAFFIC CIRCULATION ELEMENT, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, CONSERVATION ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, CONCURRENCY MANAGEMENT ELEMENT, PUBLIC SCHOOL FACILITIES ELEMENT, ECONOMIC DEVELOPMENT ELEMENT AND PRIVATE PROPERTY RIGHTS ELEMENT; AMENDING THE FUTURE LAND USE MAP AND OTHER COMPREHENSIVE PLAN MAPS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Mayor Wilkins expressed concern that proceeding with this item would not fulfill a commitment made to citizens at a community meeting held in May 2025, where the public was promised an opportunity to review and provide feedback on proposed changes before any action was taken. She noted that while the planning staff had recommended proceeding first to the Commission, her understanding was that a second community meeting had been promised and not yet been held.

Patty Kulak clarified that if the item were continued, the state transmittal could occur in September after a first reading, with state review completed in time to adopt the ordinance by the required December deadline. This schedule would allow for a community workshop on July

30, 2026, at 6:00 PM at the Civic Center, giving residents adequate opportunity to participate before any formal LPA action.

Commissioners also noted that the document was approximately 600 pages in length and that they had not been able to review it in full, adding to their discomfort with voting on the item at this time. The Commission agreed that the amendments being presented are state-required and that some citizen requested changes cannot legally be made until October 1, 2027, but expressed a desire to communicate that distinction to the public in a transparent manner.

Motion made by Commissioner Spratt to schedule a Community Meeting on July 30, 2026 at 6:00pm to discuss the Comprehensive Plan and a continuation of Ordinance 2026-08 to the August 13, 2026 LPA Meeting, Seconded by Vice Mayor Ratica. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

- B. ORDINANCE 2026-01 AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 1.58+/-ACRE TRACT GENERALLY LOCATED NORTH AND SOUTH OF WEST YEOMANS AVENUE, NORTH OF WEST HICKPOCHEE AVENUE, AND WEST OF NORTH MAIN STREET; AMENDING THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTIES FROM "DOWNTOWN DISTRICT" DESIGNATION TO "COMMERCIAL" DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Kaylee Tuck read Ordinance 2026-01 title into the record.

The applicant's team including attorney Neil Montgomery, planning consultant Dan D'Alessio, civil engineer Taylor Parker of Bohler Engineering, and traffic engineer Brian Kelly of Simmons & White presented a revised proposal for the development of a Wawa convenience store with fuel pumps on a 1.58+/- acre vacant parcel located at the northwest corner of State Road 80 and North Main Street, generally bounded by West Yeomans Avenue to the north and West Hickpochee Avenue to the south.

Patty gave a brief description of Ordinance 2026-01 and reiterated the commission's comments.

Public Hearing Opened at 6:31 PM

Comments: Leonard Enriquez opposed.

Public Hearing Closed at 6:35 PM

Motion made by Commissioner Vargas to approve Ordinance 2026-01 and forward to first reading, Seconded by Commissioner Holland. Mayor Wilkins called for question. A discussion ensued. Motion passed 3-2.

Voting Yea: Mayor Wilkins, Commissioner Vargas, Commissioner Holland
Voting Nay: Vice Mayor Ratica, Commissioner Spratt

- C. ORDINANCE 2026-02 AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 1.58+/-ACRE TRACT GENERALLY LOCATED NORTH AND SOUTH OF WEST YEOMANS AVENUE, NORTH OF WEST HICKPOCHEE AVENUE, AND WEST OF NORTH MAIN STREET, AMENDING THE ZONING DESIGNATION FROM PLANNED UNIT DEVELOPMENT (PUD) AND DOWNTOWN BUSINESS DISTRICT (DBD) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, PROVIDING FOR IDENTIFICATION OF THE SUBJECT

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PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Kaylee Tuck read Ordinance 2026-02 title into the record.

Public Hearing Opened at 6:40pm

Public Hearing Closed at 6:40pm

Motion made by Commissioner Vargas to approve Ordinance 2026-02 with staff conditions, Seconded by Commissioner Holland. Mayor Wilkins called for the question. Motion passed 3-2.

Voting Yea: Mayor Wilkins, Commissioner Vargas, Commissioner Holland

Voting Nay: Vice Mayor Ratica, Commissioner Spratt

5. Adjournment

Motion made by Commissioner Spratt to adjourn the meeting, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 6:48 PM.

Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, MPA, MMC, City Clerk

CITY OF LABELLE



MINUTES

Regular Commission Meeting

Thursday, July 09, 2026, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins, Mayor
Jackie Ratica, Vice Mayor
Kevin Holland, Commissioner
Bobbie Spratt, Commissioner
Hugo Vargas, Commissioner

ADMINISTRATION:

Tijauna Warner, MPA, MMC, Deputy City Clerk
Derek Rooney, Esq., City Attorney
Mitchell Wills, Superintendent PW

Minutes

1. Call to Order

The meeting was called to order by Mayor Wilkins at 6:48 PM.

2. Invocation and Pledge of Allegiance

Invocation by Commissioner Vargas and Pledge of Allegiance lead by Commissioner Spratt.

3. Roll Call

PRESENT

Mayor Julie C. Wilkins
Vice Mayor Jackie Ratica
Commissioner Bobbie Spratt
Commissioner Hugo Vargas
Commissioner Kevin Holland
Deputy City Clerk Tijauna Warner
Acting City Attorney Kaylee Tuck

ABSENT

City Attorney Derek Rooney

4. Additions of Emergency Basis From Mayor, Deletions and Approval of Agenda Items

Motion made by Vice Mayor Ratica to add Resolution 2026-19 to the agenda and approve, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

5. Consent Agenda Items for Consideration

(Any commissioner or citizen may request to have an item removed from the consent agenda and placed on the regular agenda for further discussion.)

A. Approval of *June* Check Register

B. Approval of *June* Minutes:

June 11, 2026 LPA Meeting Minutes

June 11, 2026 City Commission Meeting Minutes

C. Approval of Staff Reports:

-HCSO- Lt. Allen Hudson

-Fire Department- Chief Brent Stevens

- Building Department- Mark Lynch
- Code Enforcement- Zane Mungillo
- D. RFQ/RFP 2025-01 Design-Build Services for the LaBelle Animal Control Shelter Recommended Notice of Award
- E. Notice of Award/Recommendation CMAR Drinking Water Improvement Project
- F. Notice of Award/Recommendation CMAR Services for LaBelle Wastewater Treatment Plant Upgrades Project
- G. RESOLUTION 2026-18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, APPROVING A TRANSPORTATION OFF-SYSTEM POST PROJECT MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FINANCIAL PROJECT NO. 438067-1-52-01; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR MAINTENANCE OF PROJECT IMPROVEMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
- H. PRM Insurance Renewal Proposal

Motion made by Commissioner Spratt to approve Consent Agenda Items, excluding Item H (LPA0020 - Zone B Proposal) for discussion, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously. Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

6. Presentations

- A. Firehouse Community Theater - Michael Shough

Michael Shough, President of the Firehouse Community Theatre, presented an overview of the organization's 33-year history and its contributions to the community, including theatrical productions, youth programs, scholarships, and community outreach. He highlighted the theater's strong recent season, financial self-sufficiency, and significant investments made to improve both the Bridge Street theater and the JC Lyons Drive rehearsal hall.

Mr. Shaw informed the Commission that the lease for the Bridge Street theater expires in October 2027 and requested a long-term combined lease for both the theater and the rehearsal hall, noting that the rehearsal hall has been utilized by the organization for the past 11 years without a formal lease. He also addressed concerns regarding another performing arts group's request to use the rehearsal hall and advised that the theater's Board had declined a collaborative arrangement.

The Commission expressed appreciation for the Firehouse Community Theatre's longstanding service to the community and discussed providing a long-term lease for both facilities. By consensus, the Commission directed staff to prepare a combined 20-year lease for the Bridge Street theater and the JC Lyons Drive rehearsal hall for consideration and formal action at a future meeting. No formal action was taken.

7. Non-Public Hearing Items for Consideration

(Limited to 15 minutes per item: 3-5 minutes optional presentation time with the remaining time for discussion by the Commission)

A. LPA0020 - Zone B Proposal (Placeholder)

Motion made by Commissioner Vargas to approval LPA0020 - Zone B Proposal contingent upon grant funding, Seconded by Commissioner Holland. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

Mayor Wilkins reported that the previously authorized interim line of credit with First Bank for up to \$20 million (to provide construction working capital for major grant-funded projects, to be repaid from grant proceeds) had exceeded its locked interest rate period due to USDA approval delays. First Bank's revised offer is a fixed rate of up to 4.5 percent for a four-year term. The city's financial advisors concurred that locking a fixed rate was prudent given current interest rate uncertainty. The Commission authorized Mayor Wilkins to execute the agreement once finalized and directed staff to prepare Resolution 2026-20.

Motion made by Commissioner Vargas to approve authorization for Mayor Wilkins to execute Resolution 2026-20 at a fixed rate of up to 4.5%, Seconded by Vice Mayor Ratica. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

8. Public Hearings and/or Ordinances

- A. RESOLUTION 2026-13 A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, ALLOWING FOR A VARIANCE FROM THE SINGLE FAMILY ESTATES RESIDENTIAL (R-1AA) ZONING DISTRICT DEVELOPMENT REGULATIONS ESTABLISHED IN THE LAND DEVELOPMENT CODE SECTION 4-76(A) THAT REQUIRES A MINIMUM LIVING AREA OF 2,500 SQUARE FEET; TO ALLOW FOR A MINIMUM LIVING AREA OF 1,800 SQUARE FEET AT THE SUBJECT PROPERTY LOCATED AT 230 RIVIERA VISTA BOULEVARD ; IN THE CITY OF LABELLE, FLORIDA; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Kaylee Tuck read Resolution 2026-13 title into the record.

Patty Kulak gave a brief of Resolution 2026-13

Public Hearing Opened

Comments: Dwright Hatfield in-favor.

Public Hearing Closed

Motion made by Commissioner Vargas to approve Resolution 2026-13, Seconded by Commissioner Holland. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

- B. RESOLUTION 2026-14 A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, GRANTING A SPECIAL EXCEPTION FROM THE ALCOHOLIC BEVERAGE ESTABLISHMENT REGULATIONS SET FORTH IN SECTION 3-4 OF THE LAND DEVELOPMENT CODE,

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WHICH REQUIRE A MINIMUM SEPARATION DISTANCE OF 750 FEET FROM ANY CHURCH OR SCHOOL FOR THE SALE OF ALCOHOLIC BEVERAGES; TO ALLOW A RESTAURANT LOCATED WITHIN 750 FEET OF A SCHOOL TO SELL ALCOHOLIC BEVERAGES AT THE SUBJECT PROPERTY LOCATED AT 139 E. HICKPOCHEE AVENUE, CITY OF LABELLE, FLORIDA; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Kaylee Tuck read Resolution 2026-14 title into the record.

Patty gave a brief explanation of Resolution 2026-14.

Public Hearing Opened

Public Hearing Closed

Motion made by Commissioner Vargas to approve Resolution 2026-14, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

- C. RESOLUTION 2026-15 A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, GRANTING A SPECIAL EXCEPTION FROM THE BUSINESS GENERAL (B-2) ZONING DISTRICT FOR A VEHICLE SERVICE STATION TO BE LOCATED AT 682 S. MAIN STREET CITY OF LABELLE, FLORIDA; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Kaylee Tuck read Resolution 2026-15 title into the record.

Patty gave a brief explanation of Resolution 2026-15.

Public Hearing Opened

Public Hearing Closed

Motion made by Commissioner Vargas to approve Resolution 2026-15, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

- D. RESOLUTION 2026-16 A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, ALLOWING FOR A VARIANCE FROM THE STATE ROAD 80 OVERLAY DISTRICT REGULATIONS ESTABLISHED IN THE LAND DEVELOPMENT CODE SECTION 4-87 THAT PROHIBITS POLE SIGNS; TO ALLOW FOR A POLE SIGN AT THE SUBJECT PROPERTY LOCATED AT 1860 W. HICKPOCHEE AVE ; IN THE CITY OF LABELLE, FLORIDA; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Kaylee Tuck read Resolution 2026-16 title into the record.

Patty gave a brief explanation of Resolution 2026-16.

Public Hearing Opened

Public Hearing Closed

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Motion made by Commissioner Vargas to approve Resolution 2026-16, Seconded by Commissioner Holland. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

- E. RESOLUTION 2026-17 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, VACATING A PARCEL OF LAND LYING IN SECTIONS 18 TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, BEING A PORTION OF A 50 FOOT RIGHTS-OF-WAY KNOWN AS A AVENUE AND FORD AND HENDRY STREETS AS SHOWN ON THE PLAT OF EVELYN TERRACE SUBDIVISION AS PER THE RECORD PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 46 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Kaylee Tuck read Resolution 2026-17 title into the record.

Patty gave a brief explanation of Resolution 2026-17.

Public Hearing Opened

Public Hearing Closed

Motion made by Commissioner Vargas to approve Resolution 2026-17, Seconded by Vice Mayor Ratica. Mayor Wilkins called for the question. Motion passed unanimously. Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

9. Public Comment on Non-Agenda Items

None.

10. City Related Business by Commissioners

11. Adjournment

Motion made by Vice Mayor Ratica to approve adjourning the meeting, Seconded by Commissioner Holland. Mayor Wilkins called for the question. Motion passed unanimously. Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 8:55 PM.

Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, MPA, MMC, City Clerk

CITY OF LABELLE



MINUTES

City Commission Budget Workshop

Thursday, July 23, 2026, at 3:00 PM

LaBelle Commission Chambers

481 West Hickpochee Ave

LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins, Mayor

Jackie Ratica, Vice Mayor

Kevin Holland, Commissioner

Bobbie Spratt, Commissioner

Hugo Vargas, Commissioner

ADMINISTRATION:

Tijauna Warner, MPA, MMC, Deputy City Clerk

Derek Rooney, Esq., City Attorney

Mitchell Wills, Superintendent PW

Minutes

1. Call to Order

The workshop was called to order by Mayor Wilkins at 3:03 PM.

2. Roll Call

PRESENT

Mayor Julie C. Wilkins

Vice Mayor Jackie Ratica

Commissioner Bobbie Spratt

Commissioner Hugo Vargas

Commissioner Kevin Holland

Acting City Attorney Nathan Cochran

Deputy City Clerk Tijauna Warner

3. Invocation and Pledge of Allegiance

Invocation by Commissioner Vargas and Pledge of Allegiance lead by Commissioner Spratt.

4. New Business

A. FY2026-2027 Budget

Lilly Davenport presented the proposed Fiscal Year 2026-2027 General Fund Budget. The presentation included an overview of projected revenues and expenditures, followed by a departmental review. Revenues and expenditures are both projected to increase by 4.2%, with property tax revenues increasing based on maintaining the current 5.0 millage rate. The consultant also discussed personnel costs, capital improvements, contingency reserves, and the City's ongoing goal of increasing operating reserves.

The Commission reviewed departmental budgets, including the Commission, Executive, Finance, General Government Services, Law Enforcement, Fire, Building and Code Enforcement, Streets and Maintenance, Animal Control, Recreation, Community Development Block Grant (CDBG), and City Donations. Discussions included staffing adjustments, professional services, capital projects, vehicle replacements, reserve funding, and departmental operational needs. The Commission also discussed City Hall improvement costs, future rate studies, the use of General Government Services for shared expenses, fire service funding, building and planning services, street paving, animal control operations, recreation improvements, Civic Center projects, the Barron Park pavilion, CDBG program progress, and proposed community donations. Commissioners provided comments regarding employee compensation, travel and conference expenses, reserve levels, and the importance of maintaining fiscal responsibility while planning for future needs. No formal action was taken, as the workshop was held for budget review and discussion.

City Commission Budget Workshop
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5. Adjournment

Motion made by Commissioner Spratt to adjourn the workshop, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously. Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

There being no further business to discuss, Mayor Wilkins adjourned the workshop at 5:18 PM.

Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, MPA, MMC, City Clerk

CITY OF LABELLE



MINUTES

City Commission Special Meeting Thursday, July 23, 2026, at 5:05 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins, Mayor
Jackie Ratica, Vice Mayor
Kevin Holland, Commissioner
Bobbie Spratt, Commissioner
Hugo Vargas, Commissioner

ADMINISTRATION:

Tijauna Warner, MPA, MMC, Deputy City Clerk
Derek Rooney, Esq., City Attorney
Mitchell Wills, Superintendent PW

Minutes

1. Call to Order

The special meeting was called to order by Mayor Wilkins at 5:18 PM.

2. Roll Call

PRESENT

Mayor Julie C. Wilkins

Vice Mayor Jackie Ratica

Commissioner Bobbie Spratt

Commissioner Hugo Vargas

Commissioner Kevin Holland

Acting City Attorney Nathan Cochran

Deputy City Clerk Tijauna Warner

3. Invocation and Pledge of Allegiance

Waived.

4. New Business

- A. RESOLUTION 2026-23 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, SETTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2026 – 2027 PURSUANT TO SECTION 200.065, FLORIDA STATUTES, TOGETHER WITH A ROLL-BACK RATE; ESTABLISHING THE DATE, TIME, AND PLACE OF PUBLIC HEARINGS TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET FOR FISCAL YEAR 2026 – 2027; PROVIDING FOR DIRECTIONS TO THE CITY FINANCE DIRECTOR; PROVIDING FOR AN EFFECTIVE DATE.

Nathan Cochran read Resolution 2026-23 title into the record.

Motion made by Vice Mayor Ratica to approve Resolution 2026-23, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

5. Adjournment

Motion made by Commissioner Spratt to adjourn the special meeting, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously. Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

City Commission Special Meeting
July 23, 2026

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 5:24 PM.

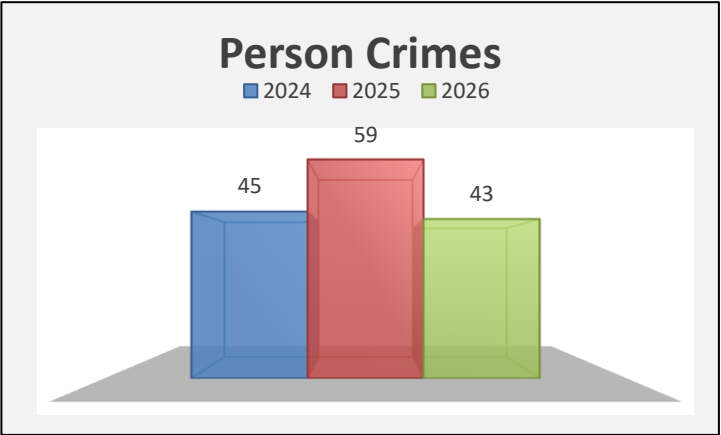
Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, MPA, MMC, City Clerk

Hendry County Sheriff's Office
City of LaBelle Crime Report for August 2026 Meeting
Dates: 07/01/2026-07/31/2026

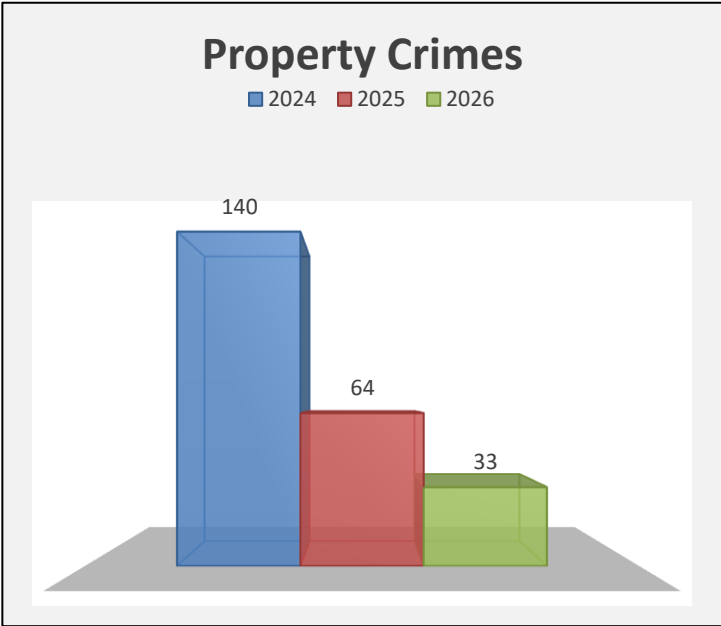
Person Crimes	July	June	May	Apr
Homicide	0	0	0	0
Robbery	0	0	0	0
Sex Crime	1	0	0	1
Assault	0	1	0	1
Battery - Simple	3	1	2	1
Domestic	3	1	2	1
TOTAL	7	3	4	4

YTD 2026	YTD 2025	YTD 2024
0	1	0
0	0	2
5	5	7
5	12	4
11	18	16
22	23	16
43	59	45

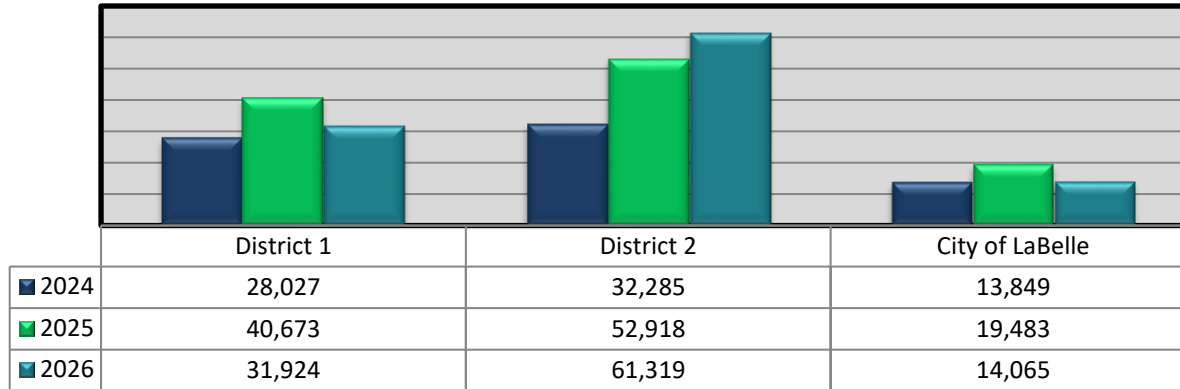


Property Crimes	July	June	May	Apr
Stolen Vehicle	3	1	1	0
Theft				
- Construction	0	0	0	0
- Residential	1	2	0	1
- Business/Retail	1	0	0	1
Burglary				
- Residential	0	0	2	0
- Business	0	0	0	0
- Vehicle	0	0	0	1
Criminal Mischief	1	0	4	0
TOTAL	6	3	7	3

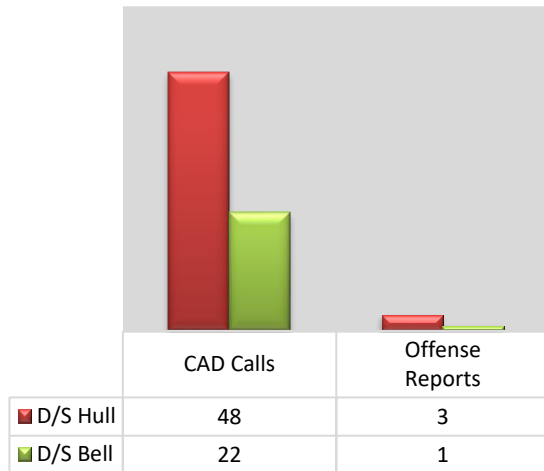
YTD 2026	YTD 2025	YTD 2024
6	8	11
1	0	2
9	17	49
3	6	16
5	7	11
1	2	5
3	2	22
5	22	24
33	64	140



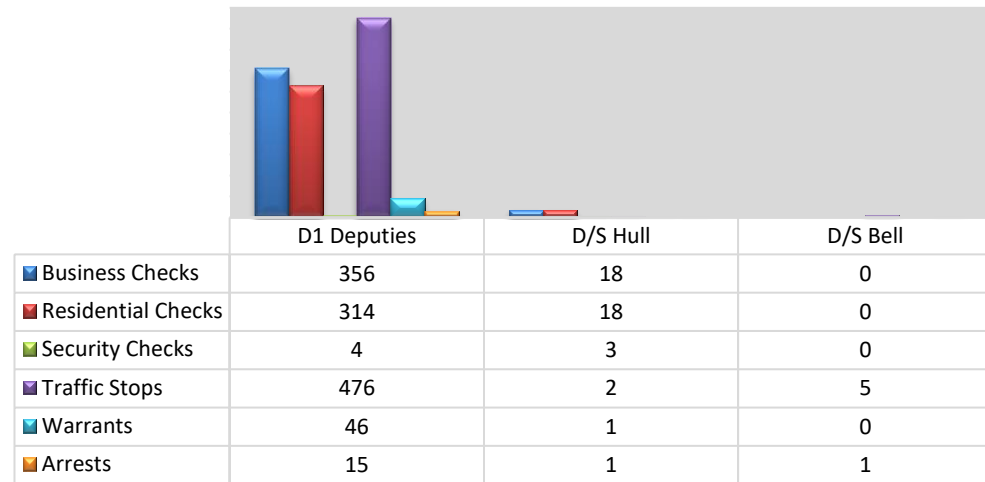
Year-to-Date Call Summary, by District



City Units



City of LaBelle





LaBELLE FIRE DEPARTMENT

CHIEF BRENT R. STEVENS



863-675-1537



bstevens@citylabelle.com

jhubbard@citylabelle.com



280 S Main St LaBelle, FL 33935

Agenda Items

LaBelle Fire Department Response:

- July Calls- 59
- Public Relation Events-4

Engine Status

- All Engines are in working order

Truck Repairs

- All trucks are in working order.

County Response

- LaBelle Fire Department has responded 81 times for mutual aid to outlining areas since 10/1/2025.

Station

- Station Hardening- waiting on permits to begin construction on phase 1.

Thank You,

Chief Brent Stevens
LaBelle Fire Department
863-234-8639

Range: First to Last Issue Date Range: 07/01/26 to 07/31/26 **Indicates payment is in batch
NOTE: Too many Building Codes included in this report. The totals are correct, but please print to Excel to see the complete detail.

	Alteration Cost	New Volume	BP D2Y BUILDING MECHANICAL PLAN REVIEW	BP D2Z CONTRACTOR PL ROW PLANNING	TOTAL RSRC ELECTRICAL PL UA LT PLUMBING
Grand Totals:	1,298,725.20	0	PAID: 0.00 0.00 9,718.18 832.37 0.00	0.00 0.00 0.00 0.00	12,541.30 1,254.03 0.00 405.00
			PERMIT COUNT:	0 16 7 0	0 0 0 5

BP SURC2 - Bldg Code Admin & Inspect Brd		BP SURCH - FL Building Commission Surchar	
1. Number of permits issued at the minimum surcharge rate 12 x \$2	\$ 24.00	1. Number of permits issued at the minimum surcharge rate 16 x \$2	\$ 32.00
2. Permit fees collected at other than minimum surcharge	\$ 11,286.98	2. Permit fees collected at other than minimum surcharge	\$ 10,641.74
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5)	\$ 169.30	3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010)	\$ 106.42
4. Total of Lines 1 & 3	\$ 193.30	4. Total of Lines 1 & 3	\$ 138.42
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 19.33	5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 13.84
6. Surcharge amount due (line 4 less line 5)	\$ 173.97	6. Surcharge amount due (line 4 less line 5)	\$ 124.58

*NOTE: This report contains only PAID & WAIVED fees.

Range: PID: First to Last Range of Util Accounts: First to Last
 :
 :
 :
 Range of Codes: BUI to BUI Range of Years: First to 2027 Range of Periods: 1 to 12
 Range of Batch Ids: First to Last Range of Dates: 07/01/26 to 07/31/26
 Range of Reference #s: First to Last Range of Sections: First to Last Name to Print: Bill To
 Print Ref Num: N
 Payment Type Includes: Sp Charges: Y Prop Lien: N Sp Assmnt: Y Water: Y Sewer: Y
 Voucher Agency: Y Garbage: Y Invoice: Y
 Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y Voucher: N VT: Y
 Range of Installment Due Dates: First to Last
 Print Only Miscellaneous w/Parcel Id: N Sort Miscellaneous Payments by Utility Account: N
 Print Only Miscellaneous w/Utility Id: N

		----- Principal -----						
Code Description	Count	Arrears/Other	Fiscal 2025	Fiscal 2026	Fiscal 2027	Interest	Total	
BUI BUILDING DEPT PYMTS	61	5,859.10	0.00	0.00	0.00	0.00	5,859.10	
Invoice Payments	61	5,859.10	0.00	0.00	0.00	0.00	5,859.10	
Payments Total:	61	5,859.10	0.00	0.00	0.00	0.00	5,859.10	
Cash O/S Total:	0	0.00	0.00	0.00	0.00	0.00	0.00	
NSF Reversals Total:	0	0.00	0.00	0.00	0.00	0.00	0.00	
Total:	61	5,859.10	0.00	0.00	0.00	0.00	5,859.10	

Total Cash: 0.00
 Total Check: 4,971.90
 Total Credit: 0.00
 Total V Term: 887.20

Hugo Vargas
Commissioner

Kevin Holland
Commissioner



"The City of Oaks"

Julie C. Wilkins
Mayor

Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

Section 6, Item C.

Monthly Staff Report

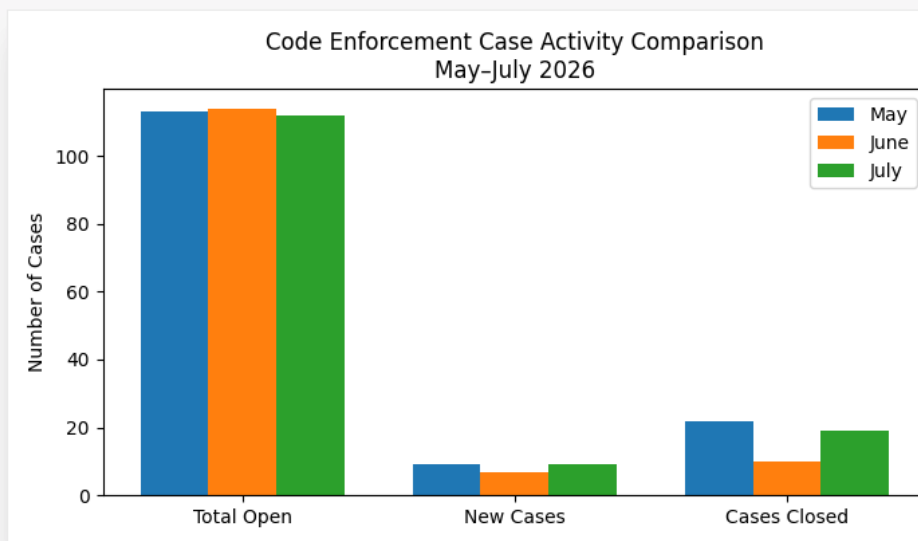
Department: Code Enforcement

Reporting Period: JULY 2026

Code Enforcement Activity

During the reporting period, Code Enforcement staff continued enforcement, inspection, and compliance activities throughout the City.

- Total Open Cases at Month End: 112
- New Cases Opened: 9
- Cases Closed: 19



Enforcement actions taken during the month included:

- Courtesy Notices Issued: 7
- Notices of Compliance Issued: 2
- Notices of Violation / Notices of Hearing (NOV/NOH): 4

Hugo Vargas
Commissioner

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Section 6, Item C.

- A.N.C. Notices: 6
- Notices of Hearing Changes: 1

Additional enforcement and administrative actions:

- Properties Posted (Legal Information & Zoning Posting): 3
- Lien Searches Conducted: 18

Inspections & Enforcement Activity

Inspection activity remained active during the reporting period.

- Total Site Inspections Conducted: 128

Inspections included follow-up inspections on open cases, complaint-based inspections, proactive enforcement activities, and site walk-throughs with property owners.

Violation Breakdown – Total Open Violations

The following breakdown reflects the current distribution of all open code enforcement violations citywide, not solely those initiated during the reporting period.

- Public Nuisance: 70
 - Storage Prohibited – 22
 - Accumulation of Rubbish or Garbage – 2
 - Commercial Vehicles Restricted – 1
 - Motor Vehicles – 9
 - Nuisance Declared & Prohibited – 45
- Florida Building Code Violations: 14
- Zoning Violations: 17

Hugo Vargas
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Kevin Holland
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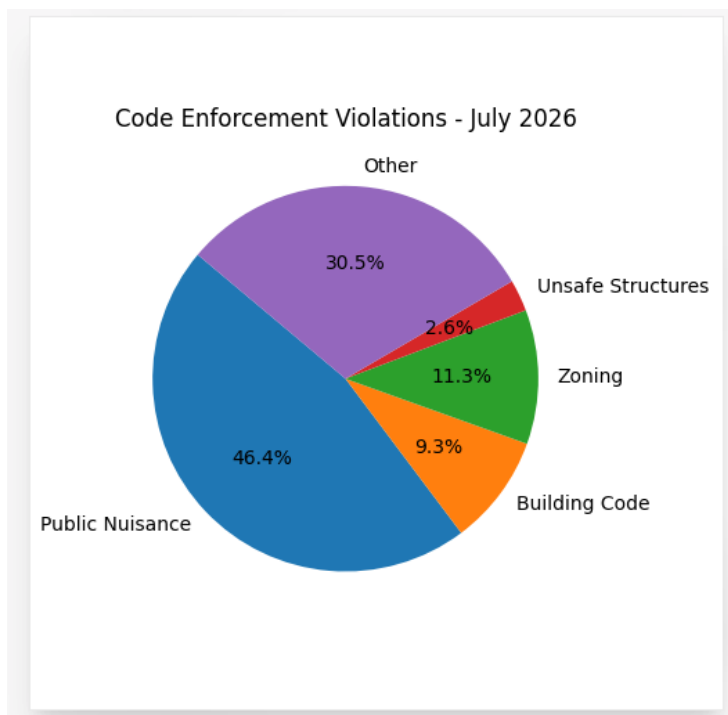
Bobbie Spratt
Commissioner

Section 6, Item C.

- Unsafe Structures: 4

All remaining violation categories, including permitting, licensing, rights-of-way, fencing, doors, tree protection, temporary uses, and miscellaneous code requirements, collectively account for 46 open violations and are grouped as Other.

Total Open Violations: 151



Reporting Methodology Update

To provide more accurate reporting and improve tracking of enforcement activity, violations continue to be counted individually rather than by property. Properties with multiple violations are reflected separately for each violation.

City Dock Activity

- Total Reservations: 2

Hugo Vargas
Commissioner

Kevin Holland
Commissioner



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Section 6, Item C.

- Total Revenue Collected: \$455.39

Revenue reflects monies deposited during the reporting period.

Summary

Overall enforcement activity remained productive during the reporting period. Staff continued to address nuisance conditions, zoning concerns, and building code violations while maintaining an active inspection schedule and emphasizing voluntary compliance. Code Enforcement remains focused on protecting public health, safety, and welfare through consistent enforcement and timely case resolution.

Zane Mungillo
Code Enforcement Officer



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 37359828
Estimate Date 4/8/2026

Billing Address
City of LaBelle
481 West Hickpochee Avenue
LaBelle, FL 33935 USA

Job Address
Lift Station 3
500 2nd Ave
Labelle , FL 33935 United States

Description of work

Lift Station 3

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

- Supply, install and maintain (1) duplex diesel bypass pumping system for the duration of lift station rehabilitation.

Demolish and Remove:

- Existing base elbows, ductile iron discharge risers
- Mechanical / Install New:
 - ½" thick 316 stainless steel base plates, 4" Flygt Base Elbows, 10" – schedule 40 / 316 SS discharge risers from the base elbow, terminating at the cross over piping between the wet well and valve box.

Pumps

- Install (2) Barnes Envie Submersible Chopper Pump, 4ESCMB30044 30HP, 460Volt, 3Ph 4Inch Discharge

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include backfilling and compacting only.
- Existing 2" SS guide rails to be reused in new installation.
- The only electrical included in this proposal is the wiring in of the new pumps into the existing control panel
- This proposal DOES NOT include a new top slab with fall protection
- COL / Woodard / Curran to vac clean the wet well upon bypass installation & Confirm that the existing control panel and new pumps are compatible (3 phase power)

Sub-Total	\$159,892.65
Tax	\$0.00
Total Due	\$159,892.65
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS

ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building

materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU

FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 37360212
Estimate Date 4/8/2026

Billing Address
City of LaBelle
481 West Hickpochee Avenue
LaBelle, FL 33935 USA

Job Address
Lift Station 11
901 Maddox Street
LaBelle, FL 33935 USA

Description of work

Lift Station 11

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

- Supply, install and maintain (1) duplex diesel bypass pumping system for the duration of lift station rehabilitation.
- Perform (1) - 4" linestop procedure.

Demolish and Remove:

- Existing base elbows, ductile iron discharge risers, valving.

Mechanical / Install New:

- ½" thick 316 stainless steel base plates, 4" Flygt Base Elbows, 4" - schedule 40 / 316 SS discharge risers from the base elbow, terminating at the new 4" valving in the valve box, 2ct - 4" check valves, 2ct - 4" plug valves and 4" pump off connection with 4" ductile iron leaving the valve box terminating at a new below ground 4" mechanical joint isolation plug valve.

Electrical / Install New Pumps

- Install (2) new Barnes Envie chopper pump, Model 4ESCMC150N4 4IN Horizontal ANSI flange, 15HP, 1750 RPM, 230 volt 3 phase

- NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include backfilling and compacting only.
- Existing guide rails and bracketing to be utilized in new installation.
- COL / Woodard / Curran to vac clean the wet well upon bypass installation.
- This proposal was updated on 7/16/2026 and is valid for 30 days

Sub-Total	\$142,475.00
Tax	\$0.00
Total Due	\$142,475.00
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

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Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control

mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

2. **Warranty.** The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.

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5. **Permits and Approvals.** The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

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7. **Termination.** The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. **Governing Law; Venue; Attorney Fees.** This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. **Assignment; Subcontractors.** This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. **Hazards.** The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. **Insurance; Beneficiaries.** The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. **Consequential Damages.** The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. **Entire Agreement; Modifications.** This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. **ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.** 15. **ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR**

CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 37354608
Estimate Date 4/8/2026

Billing Address
City of LaBelle
481 West Hickpochee Avenue
LaBelle, FL 33935 USA

Job Address
Lift Station 18
115 Jaycees Lions Drive
LaBelle, FL 33935 USA

Description of work

Lift Station 18

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

- Install (1) retro grating system in the wet well hatch cover and cut off All SS hardware.
- Install (1) RPZ backflow preventer on the potable water service.
- Install (2) new BARNES Envie Chopper pump, Model 3ESCMPA 3IN ANSI flange, 5HP 208/230 volt, 3 PH

****NOTES****

RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.

Sub-Total	\$30,071.00
Tax	\$0.00
Total Due	\$30,071.00
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum

allowed by law, whichever is less, will be assessed on unpaid amounts.

4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

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Approved By: _____ Date: _____



City of LaBelle Board of Commissioners
Agenda Request

To: Honorable Mayor and City Commission
Prepared By: Lilly Davenport, Finance Director
Date of Meeting: 08.13.2026
Date Submitted: 08.05.2026
Title of Agenda Item: FY2026 Audit Engagement
Agenda Location: Consent Agenda

Report in brief: The City is required to engage an independent audit firm for the FY2026 fiscal year.

Staff Comments: The City would like to re-engage the services of Mauldin & Jenkins CPA for the FY2026 Audit engagement. The Firm is familiar with the City’s financial statements and the complexity of on-going capital improvement projects and grant funding.

Fiscal Impact:

	FY2026	FY2025
Audit Engagement	\$ 34,000	\$ 32,000
Single Audit fees per Major Program	\$ 6,000	\$ 6,000
Major programs (anticipated)	4	2
Total cost anticipated	\$ 58,000	\$ 44,000
Expenditure Threshold for Single Audit	Federal	State
	\$ 1,000,000	\$ 750,000
	Expenditures as 6/30/2026	
ARPA - RCM: CFDA 21.027	\$ 679,543	
DEP/SRF -SAHFI: CFDA 66.468	\$ 1,131,640	
DEP - Water/Sewer: CFSA 37.039		\$ 2,854,022
FL Dept of Fin Svcs: Fire/Utilities: CFSA 43.009		\$ 3,363,448

Recommended Actions: Approve the engagement.



August 3, 2026

Honorable Mayor and
City Commissioners
City of LaBelle, Florida
481 West Hickpochee Avenue
LaBelle, Florida 33935

Attn: Lilly Davenport, Finance Director

The following represents our understanding of the services we will provide the City of LaBelle, Florida (the "City").

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information the City of LaBelle, Florida, as of September 30, 2026, and for the year then ended and the related notes to the financial statements, which collectively comprise the City of LaBelle, Florida's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting standards generally accepted in the United States of America (US GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Budgetary Comparisons for the General Fund.
3. Schedule of City's Proportionate Share of the Net Pension Liability – FRS and HIS.
4. Schedule of Contributions – FRS and HIS.
5. Schedule of Changes in the City's Net Pension Liability and Related Ratios – Pension Trust Fund.
6. Schedule of City Contributions – Pension Trust Fund.
7. Schedule of Pension Investment Returns – Pension Trust Fund.
8. Schedule of Changes in the City's Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Schedule to determine compliance with interlocal fire protection and animal control services.
2. Combining schedule of revenues and expenses – business-type activities – utility fund.

Schedule of Expenditures of Federal Awards and State Financial Assistance

We will subject the schedule of expenditures of federal awards and state financial assistance, as applicable, to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards and state financial assistance is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), Section 215.97, Florida Statutes (Florida Single Audit Act), and Chapter 10.550, Rules of the Auditor General. As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of LaBelle, Florida's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risk during our audit to date that require special audit consideration:

- Management override of controls is considered an inherent risk according to GAAS.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. Furthermore, the determination of waste and abuse is subjective and *Government Auditing Standards* does not require auditors to perform specific procedures to detect waste or abuse nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Audit of Major Program Compliance

Our audit of the City of LaBelle, Florida's major federal and state award programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the Florida Single Audit Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the Florida Single Audit Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the Florida Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the Florida Single Audit Act, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement*, and the Florida Single Audit Act, for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the Florida Single Audit Act.

Also, as required by the Uniform Guidance and the Florida Single Audit Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally or state funded activities;
5. For preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and the Florida Single Audit Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal statutes, state statutes, regulations, and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;

11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards and state financial assistance referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance and Florida Single Audit act, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards and state financial assistance, (c) to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains the schedule of expenditures of federal awards and state financial assistance and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards and state financial assistance with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, including the following:

- *Assistance with preparation of the financial statements and related notes.*
- *Assistance with preparation of the schedule of expenditures of federal awards and state financial assistance and related notes.*

We will not assume management responsibilities on behalf of the City of LaBelle, Florida. However, we will provide advice and recommendations to assist management of the City of LaBelle, Florida in performing its responsibilities.

The City of LaBelle, Florida's management is responsible for: (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control. Furthermore, you acknowledge that the working digital files used to prepare your financial statements constitute proprietary information to us, and we reserve all rights to these files.

Our responsibilities and limitations of the nonattest services are as follows:

- The nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.
- The nonattest services are limited to the assistance with preparation of the financial statements and related notes and assistance with preparation of the schedule of expenditures of federal awards and state financial assistance and related noted previously outlined. Our Firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the City of LaBelle, Florida's basic financial statements. Our report will be addressed to the Board of City Commissioners of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of LaBelle, Florida is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will provide copies of our reports to the City of LaBelle, Florida; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reasons, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate. It may also significantly change original timelines for estimated completion of the audit.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete, including as it pertains to any information shared with Mauldin & Jenkins through SuraLink or any other file sharing service, portal, etc. used during the conduct of the audit.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We expect to begin our audit and to issue our reports at mutually agreed upon dates. Daniel Andereson, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$34,000 for the year ended September 30, 2026. Our fees for the performance of a major program Single Audit (Federal or State) will be \$6,000 per major program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as follows: \$7,000 upon signing the engagement letter and then thereafter as work progresses. Invoices are payable on presentation; a service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days.

The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary or if there are significant delays in receiving the information needed to complete our audit procedures, the above fee estimate may need to be revised.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third-party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of City Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

MAULDIN & JENKINS



Daniel R. Anderson

RESPONSE:

This letter correctly sets forth the understanding of the City of LaBelle, Florida.

By: _____

Title: _____



August 3, 2026

Honorable Mayor and
City Commission
City of LaBelle, Florida
481 West Hickpochee Avenue
LaBelle, Florida 33935

Attention: Lilly Davenport, Finance Director

You have requested that we examine the compliance with Section 218.415, Florida Statutes, regarding the investment of public funds of the City of LaBelle, Florida (the "City") as of or for the period ended September 30, 2026. We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether management's assertion that the City is in compliance with Section 218.415, Florida Statutes is fairly stated, in all material respects.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain evidence about management's assertion regarding the City's compliance with Section 218.415, Florida Statutes. The nature, timing and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of management's assertion, whether due to fraud or error.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements related to this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the subject matter, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Our responsibility is limited to the period covered by our examination and does not extend to any other periods.

Management Responsibilities

Our examination will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- a. For compliance with Section 218.415, Florida Statutes, regarding the investment of public funds;
- b. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of the City's compliance due to fraud or error;
- c. For selecting and determining the suitability and appropriateness of the criteria upon which the compliance with Section 218.415 will be evaluated;
- d. Responsibility for, and agree to provide us with, a written assertion about whether the City is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement; and
- e. To provide us with:
 1. Access to all information of which management is aware that is relevant to the compliance with Section 218.415 such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 2. Additional information that we may request from management for the purpose of the examination; and
 3. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain evidence.

As part of our examination process, we will request from management written confirmation concerning representations made to us in connection with the examination.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for: (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including attestation standards established by the AICPA.
- This engagement is limited to our examination of the City's assertion of compliance with Section 218.415, Florida Statutes as previously outlined. Our Firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our examination of the City's compliance with Section 218.415, Florida Statutes. Our report will be addressed to Mayor and Members of City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare us with the information required for our examination and will locate any documents or support for any other transactions we select.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Regarding the electronic dissemination of the practitioner's report, including reports published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the subject matter or assertion.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete, including as it pertains to any information shared with Mauldin & Jenkins through SuraLink or any other file sharing service, portal, etc. used during the conduct of the audit.

We expect to begin our examination and to issue our reports in conjunction with the issuance of the City's financial statements.

Daniel R. Anderson, CPA, is the engagement partner for the services specified in this letter. The engagement partner's responsibilities include supervising Mauldin & Jenkins' services performed as part of this engagement and signing or authorizing another qualified Firm representative to sign the attest report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. Our fees for these services are included in the City's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

The attest documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain attest documentation available to the State pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Mauldin & Jenkins' personnel. Furthermore, upon request, we may provide copies of selected attest documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our attest documentation or work papers for a period of at least five years from the date of our report.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our examination including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,

MAULDIN & JENKINS, LLC



Daniel R. Anderson, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of LaBelle, Florida.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



CITY OF LABELLE, FLORIDA
Staff Report
277 East Hickpochee Ave
Tree Removal Permit

TYPE OF CASE: Tree Removal Permit Requiring City Commission Approval

STAFF REVIEWER: Patty Kulak

DATE: August 13 2026

APPLICANT: N Lee ST Holding LLC

REQUEST: Removal of 16 significant live oak trees totaling 399 inches DBH from the subject property located at 100 N. Main Street to support future commercial development, with on-site mitigation and payment-in-lieu in accordance with LDC Section 4-80.

LOCATION: 100 N. Lee Street

PROPERTY SIZE: 1.09+/- acres

STAFF NARRATIVE:

The applicant is proposing a future development on the subject property located at 100 N. Main Street, and has submitted a request for a tree removal permit to remove seven 11 significant Live Oak trees totaling 399 inches Diameter at Breast Height (DBH). The identified trees are dispersed throughout the parcel and conflict with the future development plans.

The Land Development Code provisions regarding the protection of significant oak trees allow for removal, subject to replanting requirements as specified in LDC Section 4-80.16.5:

“The replacement Live Oak tree must be at minimum: ten (10) feet in height, contain a four (4) foot spread, and have four (4) inch caliper, DBH, at time of planting. All significant oak tree(s) approved for removal shall be replaced on a DBH inch for DBH inch basis.”

Three trees totaling 67 inches are exempt from needing mitigation per 4-80.16.4 which does not require mitigation for the removal of trees that are weakened by disease, age, storm, fire, or other injury. To offset the loss of the remaining healthy trees, the applicant proposes partial on-site mitigation through the planting of 19 Live Oak trees, totaling 152 inches towards the required mitigation. Each replacement tree will meet the minimum specifications outlined in LDC Section 4-80. The remaining 180 inches of required

mitigation will be satisfied through a payment in-lieu, resulting in a total mitigation fee of \$27,000.00.

The Land Development Code provisions regarding the required mitigation of significant oak trees, subject to payment-in-lieu as specified in LDC Section 4-80.16.5:

“The mitigation fee is hereby established at one hundred fifty dollars (\$150.00) per inch of significant oak tree removed, measured DBH.”

The request has been submitted as a public hearing tree removal application in accordance with City procedures. The application materials include a completed tree removal application, narrative and mitigation statement, tree survey overlayed on the site plan, and a mitigation statement. These materials have been provided for City Commission review and consideration in determining whether the proposed tree removal and mitigation are consistent with applicable City standards and policies.

Staff finds the request consistent with the Land Development Code, subject to the replanting of 19 Live Oak trees on-site and the payment in-lieu fee totaling \$27,000.00, meeting the specifications outlined in LDC Section 4-80, and ensuring a minimum total mitigation or payment totaling the value of 180 inches of DBH.

SUGGESTED MOTION(S)

APPROVAL:

I make a motion to approve the Tree Removal Permit for the Heritage Oaks Professional Center, subject to compliance with the approved mitigation plan, including installation of nineteen (19) mitigation Live Oak trees and payment-in-lieu for the remaining 225 DBH inches of required mitigation in accordance with Section 4-80.16.5 of the City of LaBelle Land Development Code.

DENIAL:

I make a motion to deny the Tree Removal Permit because the request does not satisfy the approval criteria contained in Section 4-80.16.4.2 of the City of LaBelle Land Development Code.

The request does not meet the intent of the Comprehensive Plan and Land Development Code.

- 1) Why?

EXHIBIT A
TREE REMOVAL IDENTIFICATION

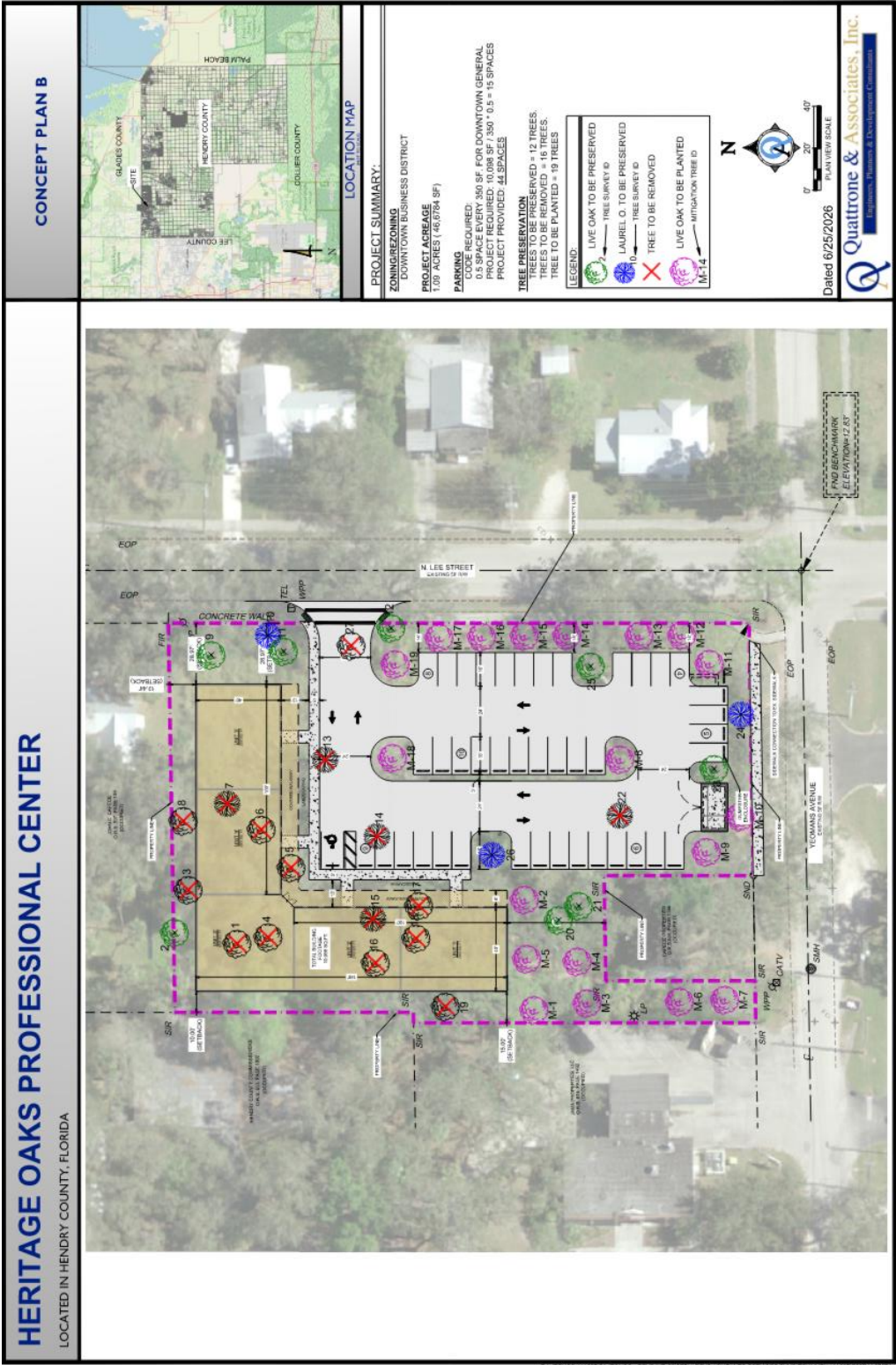


EXHIBIT B TREE MITIGATION ANALYSIS

Existing Trees						
Tree ID	Size DBH (Inches)	Species	Description	(Inches) To Be Removed	Unit price	Payment in Lieu
1*	22	Live Oak	Broken/Topped	22	Exempt	Exempt
2	23	Live Oak		0	\$150.00	\$0.00
3	22	Live Oak		22	\$150.00	\$3,300.00
4	20	Live Oak		20	\$150.00	\$3,000.00
5*	21	Live Oak	1/2 Damaged	21	Exempt	Exempt
6	23	Live Oak		23	\$150.00	\$3,450.00
7	20	Laurel Oak		20	\$150.00	\$3,000.00
8	30	Live Oak		30	\$150.00	\$4,500.00
9	37	Live Oak		0	\$150.00	\$0.00
10	24	Laurel Oak		0	\$150.00	\$0.00
11	25	Live Oak		0	\$150.00	\$0.00
12	37	Live Oak		0	\$150.00	\$0.00
13	32	Laurel Oak		32	\$150.00	\$4,800.00
14	33	Laurel Oak		33	\$150.00	\$4,950.00
15*	24	Laurel Oak	Broken/Topped	24	Exempt	Exempt
16	30	Live Oak		30	\$150.00	\$4,500.00
17	25	Live Oak		25	\$150.00	\$3,750.00
18	25	Live Oak		25	\$150.00	\$3,750.00
19	33	Live Oak	(On Property Line)	33	\$150.00	\$4,950.00
20	28	Live Oak		0	\$150.00	\$0.00
21	33	Live Oak		0	\$150.00	\$0.00
22	16	Laurel Oak		16	\$150.00	\$2,400.00
23	63	Live Oak	MT 39" + 24"	0	\$150.00	\$0.00
24	16	Laurel Oak		0	\$150.00	\$0.00
25	70	Live Oak	MT 44" + 26"	0	\$150.00	\$0.00
26	22	Laurel Oak		0	\$150.00	\$0.00
27	23	Live Oak		23	\$150.00	\$3,450.00
Total	777			399		\$49,800.00

Total Inches Removed =	247
Total Inches Exempt =	67
Subtotal Inches Removed =	180
	\$150.00
	\$27,000.00

Notes:

* - Per LDC Sec. 4-80.16.4, Significant Trees that are weakened by disease, age, storm, fire, or other injury; are determined dead; or are in such a significant state of decline that death is imminent may be removed.

Mitigation Trees			
Tree ID	Size DBH (Inches)	Species	Description
M-1	8	Live Oak	Mitigation Tree
M-2	8	Live Oak	Mitigation Tree
M-3	8	Live Oak	Mitigation Tree
M-4	8	Live Oak	Mitigation Tree
M-5	8	Live Oak	Mitigation Tree
M-6	8	Live Oak	Mitigation Tree
M-7	8	Live Oak	Mitigation Tree
M-8	8	Live Oak	Mitigation Tree
M-9	8	Live Oak	Mitigation Tree
M-10	8	Live Oak	Mitigation Tree
M-11	8	Live Oak	Mitigation Tree
M-12	8	Live Oak	Mitigation Tree
M-13	8	Live Oak	Mitigation Tree
M-14	8	Live Oak	Mitigation Tree
M-15	8	Live Oak	Mitigation Tree
M-16	8	Live Oak	Mitigation Tree
M-17	8	Live Oak	Mitigation Tree
M-18	8	Live Oak	Mitigation Tree
M-19	8	Live Oak	Mitigation Tree
Total	152		

REQUEST STATEMENT**Heritage Oaks Professional Center**

Variance

±1.09 ACRES

STRAP #: 2-29-43-01-010-0043-001.0

100 N Lee Street, LaBelle, FL 33935

PROJECT OVERVIEW

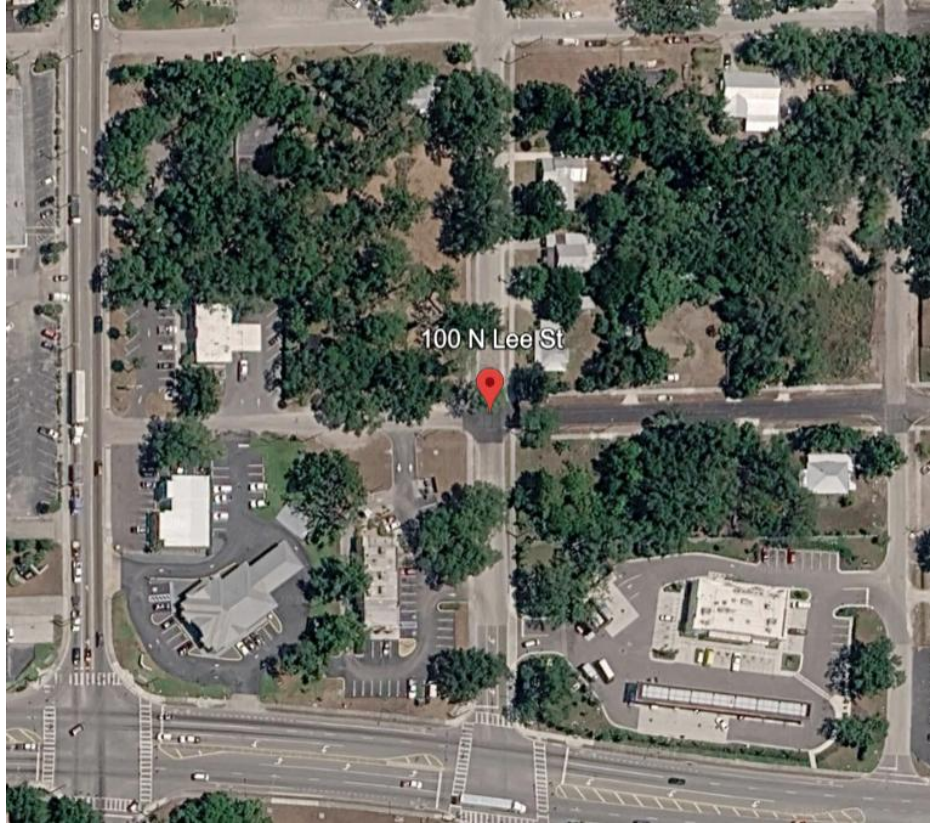
The Applicant proposes the development of a commercial /office project on approximately 1.09 acres located at 100 N Lee Street. The property is designated and zoned Downtown Business District (DBD) and is intended to support the development and infill development that contributes to a pedestrian-oriented downtown environment.

To facilitate reasonable development of the property while maintaining consistency with the intent of the Downtown Center regulations, the Applicant requests variances from Sections 4-71.12.2.1 (Build-to Line Requirements) and 4-71.13.3 (Frontage Percentage Requirements) of the Hendry County Land Development Code. to allow the parking area to be located between the building and N. Lee Street and to allow the principal building to be setback beyond the required build-to line. As part of the application, the applicant is also requesting approval to remove several significant oak trees currently on the property

SITE AND LOCATION

The subject property is located in the City of Labelle, identified by Hendry County Folio # 2-29-43 01-010-0043-001.0. The property is located at the southwest corner of N Lee Street and E Yeomans Ave. N Lee Street and E Yeomans Ave carry local road classifications.

The property is currently vacant and undeveloped. To the north of the subject property is an office; to the east of Lee Street are single-family dwellings; to the south of Yeomans Avenue is the Taco Bell & KFC restaurant; and the west is Little Caesars



REQUEST

The applicant is proposing to develop a new flex office building on a ± 1.09 -acre vacant site. The project includes a single 10,098-square-foot office building along with associated parking, landscaping, and site infrastructure improvements. Access to the site would be provided by one driveway connecting to N. Lee Street, serving both ingress and egress. The site currently contains twenty-eight (28) trees. As part of the development, twelve (12) existing trees will be preserved, sixteen (16) trees will be removed, and nineteen (19) new trees will be planted throughout the property. The proposed use is intended to be consistent with the Downtown Business District / Downtown General land use designation.

Variance Request Justification

While the Downtown regulations are intended to create a pedestrian-oriented streetscape, strict application of the build-to line and frontage requirements would significantly limit site design flexibility and result in additional impacts to several mature oak trees that the Applicant is seeking to preserve. Locating the building farther back on the site allows for a more efficient layout that balances tree preservation, parking, circulation, stormwater management, and the functional needs of the proposed office use.

The requested variances represent the minimum relief necessary to develop the property in a reasonable manner while retaining a meaningful portion of the existing tree canopy and enhancing the site with new landscaping. Although the building will not be located within the prescribed build-to

zone, the project will improve the currently vacant property, provide new professional office space, preserve twelve existing trees, and introduce nineteen new trees that will contribute to the long-term character and appearance of the site.

Approval of the requested variances will allow for quality redevelopment that remains consistent with the overall intent of the Downtown Business District while responding to the unique physical characteristics of the property.

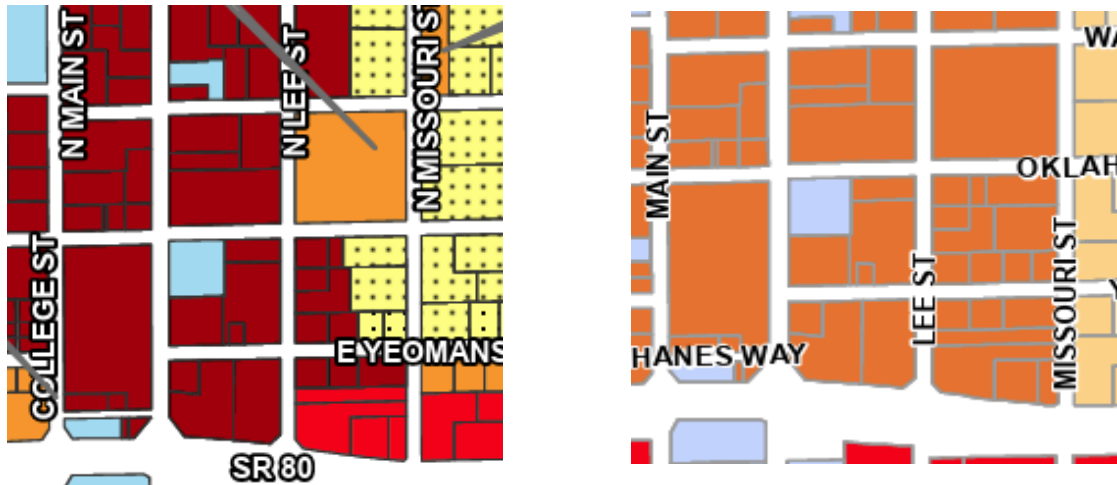


LAND USE AND ZONING

In the Downtown Walking District Future Land Use, currently zoned Downtown Business District-Downtown General.

Downtown General Zone consists of mixed use but primarily residential urban fabric. It may have a wide range of building types: single, side yard, and rowhouses. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.

Mix of houses, townhouses & small apartment buildings, with scattered commercial activity; balance between landscape and buildings; presence of pedestrians



SECTION 3-22 - VARIANCE APPROVAL CRITERIA.

The Heritage Oaks Professional Center project complies with the conditions and procedures appropriate to support the variance as follows:

Before making a finding on an application for a variance, the city commission shall first determine that the proposed variation in the application of this code will not:

a. Unique or peculiar conditions or circumstances exist, which relate to the location, size, and characteristics of the land or structure involved, and are not generally applicable to other lands or structures in the same district.

Response: The subject property is a small ±1.09-acre infill parcel located at a prominent corner within the Downtown Business District. The site's constrained size, irregular development context, and adjacency to both commercial and residential uses create unique site planning challenges not typically present on larger or more regularly configured parcels. In addition, the presence of several significantly protected oak trees further limits developable areas and constrains building placement, parking configuration, and site circulation.

b. The strict and literal enforcement of the zoning section of the land development regulations would create an undue hardship as distinguished from a mere inconvenience on the property owners. Physical handicaps or disability of the applicant and other considerations may be considered where relevant to the request

Response: Strict application of the zoning and landscaping/tree preservation requirements would substantially limit the reasonable development potential of the site, given the required building footprint, parking needs, stormwater infrastructure, and circulation requirements for flex office building use. The constraints imposed by existing significant oak trees and dimensional standards create conflicts that prevent efficient site layout without minor relief. Without the requested variance, the property cannot be developed in a manner consistent with the intended Downtown Business District designation.

c. The granting of a variance would not be injurious to or incompatible with contiguous uses, the surrounding neighborhood, or otherwise detrimental to the public welfare.

Response: The proposed flex office building development is compatible with surrounding uses, which include existing office, institutional, and commercial restaurant uses, as well as nearby residential dwellings. The project represents an infill development consistent with the Downtown Business District character and is expected to enhance the area through improved site conditions, landscaping, and modernized commercial use. Any impacts associated with tree removal and site development will be mitigated through required landscaping, buffering, and compliance with applicable stormwater and design standards.

d. The condition giving rise to the requested variance has not been created by any person presently having an interest in the property and the conditions cannot reasonably be corrected or avoided by the applicant.

Response: The existing site conditions, including the location of significant protected oak trees and the parcel's dimensional constraints, predate the current application and were not created by the applicant. These conditions are inherent to the property's natural features and historic development pattern. Avoidance of the requested variance would require either elimination of the proposed use or a substantial reduction in development yield that is not reasonably feasible within the zoning designation and market expectations for this type of infill parcel.

e. The requested variance is the minimum modification of the regulation at issue that will afford relief.

Response: The requested variance is the minimum relief necessary to allow reasonable development of the property. The site plan has been designed to balance building placement, parking requirements, access, stormwater management, and tree preservation while minimizing deviations from the Downtown standards. No additional variances are requested beyond those necessary to accommodate the proposed layout.

f. The variance granted will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures, or required improvements under similar conditions.

Response: Approval of the requested variance would not confer any special privilege, as it is based on site-specific physical and environmental constraints unique to the property, including its infill location, limited acreage, corner configuration, and presence of significant protected trees. Any similarly situated property with comparable constraints would be eligible for similar consideration under the same

standards. The request ensures equitable application of the code by allowing reasonable use of a constrained infill parcel consistent with the Downtown Business District intent.

Significant Oak Tree Removal

This application includes a request to remove Significant Oak Trees as defined in the Land Development Code, Appendix B, Section 2-4. The subject property contains 28 trees within the proposed ± 1.09 -acre site that meets this definition. Through careful site design, the applicant has been able to preserve 12 larger trees that are in good health and that will complement the proposed building and associated site elements. While this may initially appear as a small number of trees being preserved, examining the current site design and today's development patterns can demonstrate the need for removal of these trees as well as the care taken to preserve trees to the greatest extent possible.

The subject property stands vacant and the trees on site have had ± 35 years of growth that is reflected in their size. The majority of these trees are located in areas of the property that restrict reasonable development to the property. Today's cost of development would preclude development in this manner and require the maximization of the development of property for efficiency not only of dollars but of land itself. Today's development requires more parking, perimeter buffers and water management features that were not considered in 1985. All of these design elements come into play when attempting to preserve exceptional vegetation.

The proposed site plan reflects creativity and a clear attempt to preserve as many of these trees as possible. The access from N. Lee Street has been configured to preserve two larger Live Oaks and one Laurel in the east property line while still accommodating the required water management for the site. The building and associated parking have been designed to incorporate several existing Live Oaks on the property line to be aesthetically pleasing along the ROW and abutting parcels.



The Land Development Code Appendix B, Section 4-80.16.4.2 establishes four criteria for tree removal approval by the City Commission:

1. The applicant shall demonstrate that the significant oak tree(s) prevents the reasonable development of the site; and

The subject property consists of approximately ± 1.09 acres and contains two street frontages, creating a unique and valuable commercial development opportunity. The location of the significant oak trees substantially limits the site's ability to accommodate a commercially viable development that meets current market demands, operational requirements, and applicable development standards. The proposed site design has been developed with consideration for tree preservation to the greatest extent practicable while still allowing for the reasonable use and development of the property

2. That relief from other land development code requirements, such as reduced setbacks or parking lot layout, are not reasonable alternatives for tree preservation; and

The applicant evaluated potential alternatives, including modifications to building placement, parking lot configuration, internal circulation patterns, and reductions to setback requirements where feasible. These alternatives were determined to be impractical because they would significantly constrain the functionality, safety, efficiency, and economic viability of the proposed development. As a result, preservation of the subject significant oak trees is not compatible with the reasonable development of the property.

3. That any approval for significant oak tree removal or relocation be granted by the City Commission does not adversely impact adjacent properties; and

The proposed removal of the significant oak trees will not create adverse impacts on adjacent properties. The development will remain subject to all applicable landscaping, buffering, drainage, and site design requirements intended to protect neighboring properties and maintain compatibility with surrounding land uses.

4. Demonstration of the required mitigation in accordance with Section 4-80.16.5.

Pursuant to the Land Development Code, mitigation for removed trees is required on a one-to-one basis, resulting in a requirement to plant sixteen (16) replacement Live Oak trees. The applicant proposes installing approximately nineteen (19) Live Oak trees on-site, exceeding the minimum mitigation requirement.

However, due to spacing requirements necessary to ensure the long-term health, growth, and natural form of the replacement trees, the final number of trees that can be reasonably accommodated may vary based on field conditions encountered during construction. Accordingly, the applicant requests that the final mitigation count be verified during the construction phase. Should site constraints prevent installation of all required replacement trees, the applicant requests authorization to satisfy any remaining mitigation obligation through payment of a fee in lieu of planting, as permitted by the City

Existing Trees						
Tree ID	Size DBH (Inches)	Species	Description	(Inches) To Be Removed	Unit price	Payment in Lieu
1*	22	Live Oak	Broken/Topped	22	Exempt	Exempt
2	23	Live Oak		0	\$150.00	\$0.00
3	22	Live Oak		22	\$150.00	\$3,300.00
4	20	Live Oak		20	\$150.00	\$3,000.00
5*	21	Live Oak	1/2 Damaged	21	Exempt	Exempt
6	23	Live Oak		23	\$150.00	\$3,450.00
7	20	Laurel Oak		20	\$150.00	\$3,000.00
8	30	Live Oak		30	\$150.00	\$4,500.00
9	37	Live Oak		0	\$150.00	\$0.00
10	24	Laurel Oak		0	\$150.00	\$0.00
11	25	Live Oak		0	\$150.00	\$0.00
12	37	Live Oak		0	\$150.00	\$0.00
13	32	Laurel Oak		32	\$150.00	\$4,800.00
14	33	Laurel Oak		33	\$150.00	\$4,950.00
15*	24	Laurel Oak	Broken/Topped	24	Exempt	Exempt
16	30	Live Oak		30	\$150.00	\$4,500.00
17	25	Live Oak		25	\$150.00	\$3,750.00
18	25	Live Oak		25	\$150.00	\$3,750.00
19	33	Live Oak	(On Property Line)	33	\$150.00	\$4,950.00
20	28	Live Oak		0	\$150.00	\$0.00
21	33	Live Oak		0	\$150.00	\$0.00
22	16	Laurel Oak		16	\$150.00	\$2,400.00
23	63	Live Oak	MT 39" +24"	0	\$150.00	\$0.00
24	16	Laurel Oak		0	\$150.00	\$0.00
25	70	Live Oak	MT 44" + 26"	0	\$150.00	\$0.00
26	22	Laurel Oak		0	\$150.00	\$0.00
27	23	Live Oak		23	\$150.00	\$3,450.00
Total		777		399		\$49,800.00

Total Inches Removed =	247		
Total Inches Exempt =	67		
Subtotal Inches Removed =	180	\$150.00	\$27,000.00

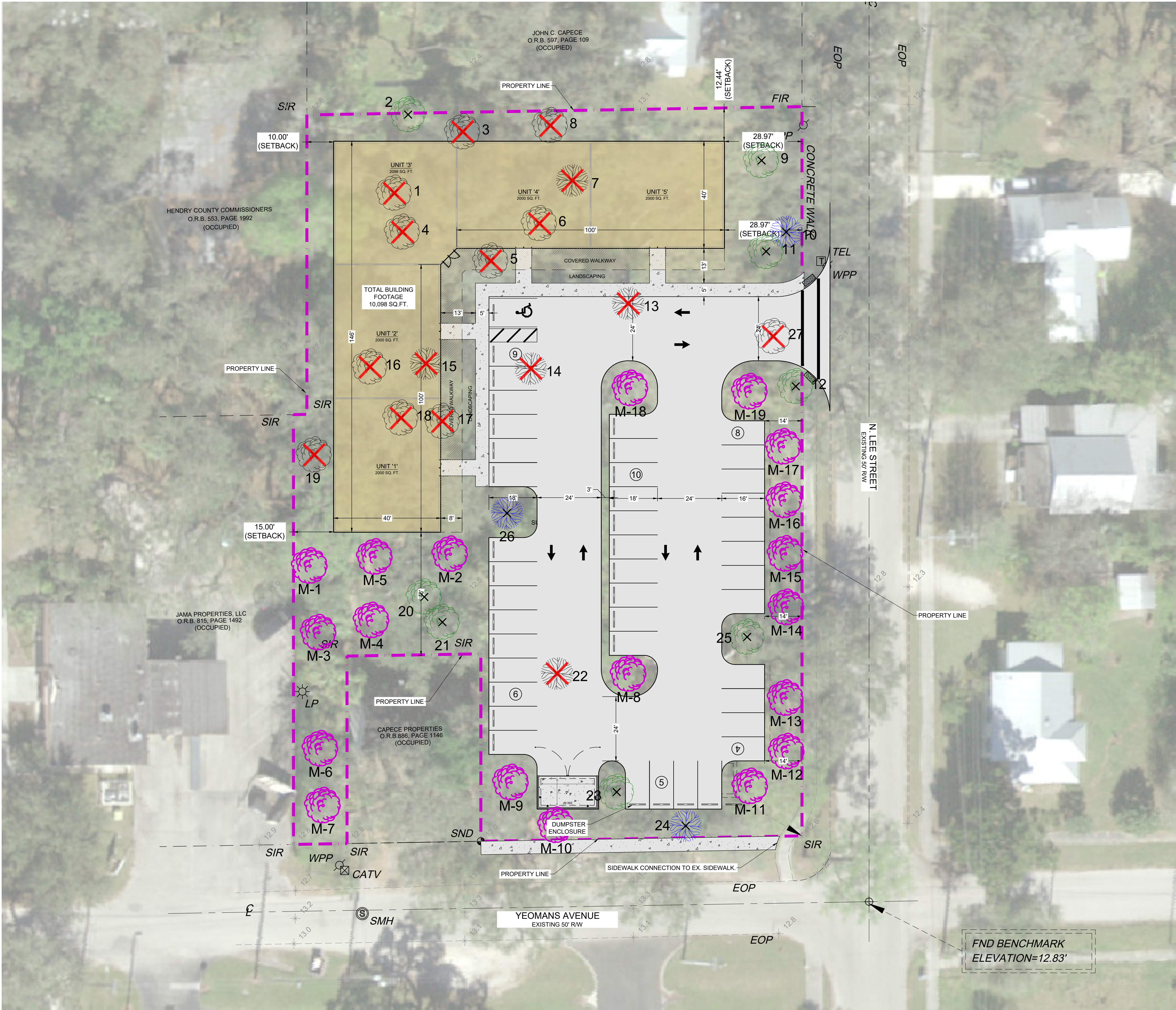
Notes:

* - Per LDC Sec. 4-80.16.4, Significant Trees that are weakened by disease, age, storm, fire, or other injury; are determined dead; or are in such a significant state of decline that death is imminent may be removed.

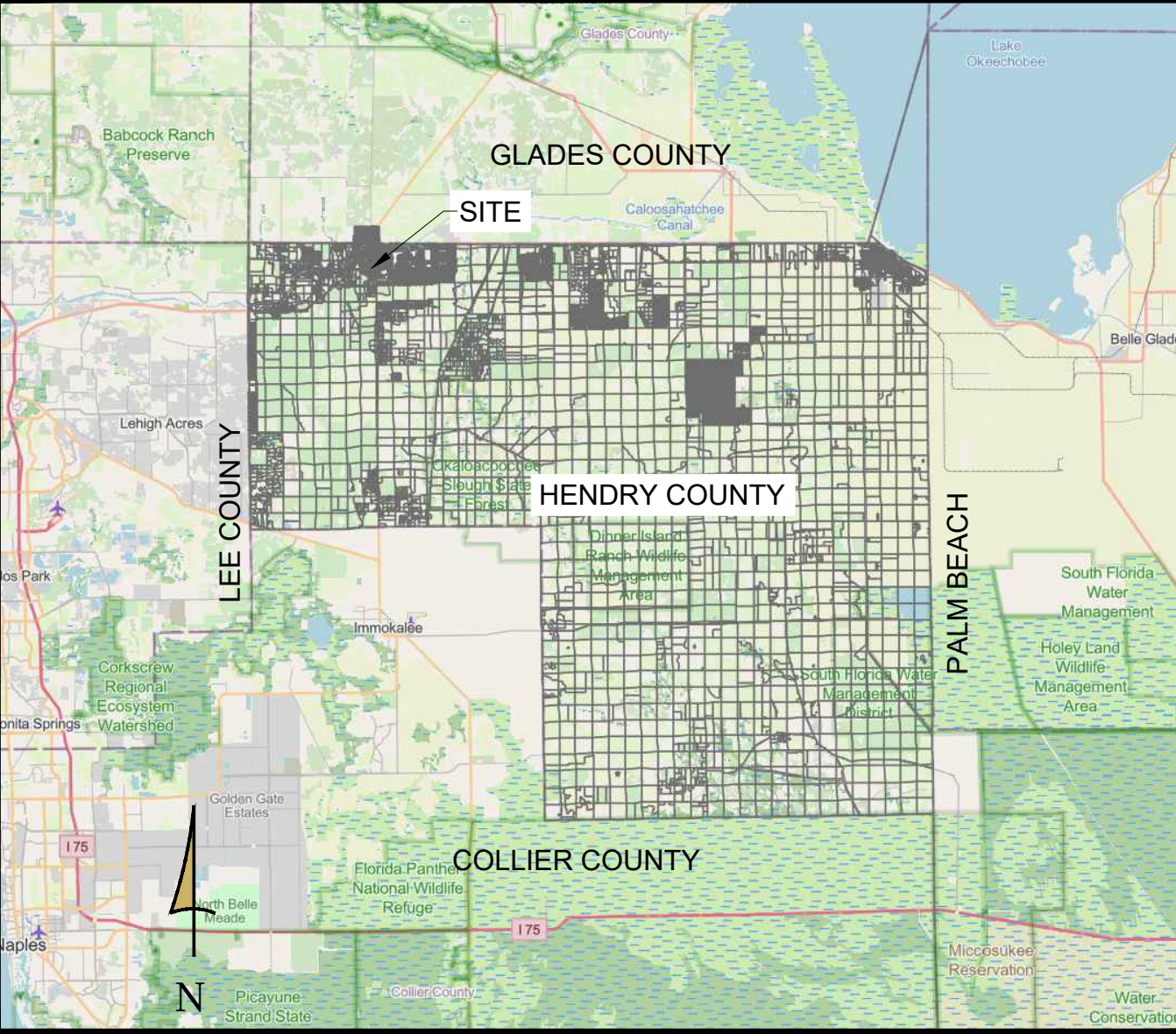
Mitigation Trees			
Tree ID	Size DBH (Inches)	Species	Description
M-1	8	Live Oak	Mitigation Tree
M-2	8	Live Oak	Mitigation Tree
M-3	8	Live Oak	Mitigation Tree
M-4	8	Live Oak	Mitigation Tree
M-5	8	Live Oak	Mitigation Tree
M-6	8	Live Oak	Mitigation Tree
M-7	8	Live Oak	Mitigation Tree
M-8	8	Live Oak	Mitigation Tree
M-9	8	Live Oak	Mitigation Tree
M-10	8	Live Oak	Mitigation Tree
M-11	8	Live Oak	Mitigation Tree
M-12	8	Live Oak	Mitigation Tree
M-13	8	Live Oak	Mitigation Tree
M-14	8	Live Oak	Mitigation Tree
M-15	8	Live Oak	Mitigation Tree
M-16	8	Live Oak	Mitigation Tree
M-17	8	Live Oak	Mitigation Tree
M-18	8	Live Oak	Mitigation Tree
M-19	8	Live Oak	Mitigation Tree
Total		152	

HERITAGE OAKS PROFESSIONAL CENTER

LOCATED IN HENDRY COUNTY, FLORIDA



CONCEPT PLAN B



LOCATION MAP
(NOT TO SCALE)

PROJECT SUMMARY:

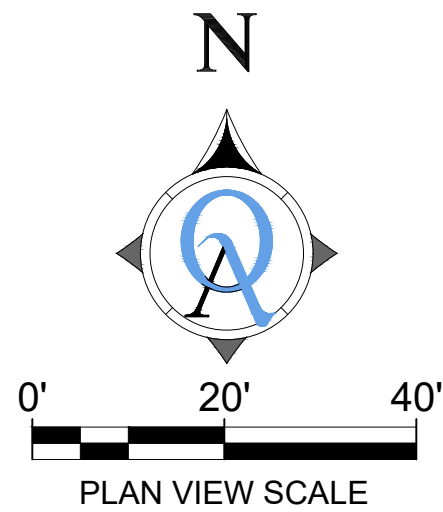
ZONING/REZONING
DOWNTOWN BUSINESS DISTRICT

PROJECT ACREAGE
1.09 ACRES (46,6784 SF)

PARKING
CODE REQUIRED:
0.5 SPACE EVERY 350 SF. FOR DOWNTOWN GENERAL
PROJECT REQUIRED: 10,098 SF / 350 * 0.5 = 15 SPACES
PROJECT PROVIDED: 44 SPACES

TREE PRESERVATION
TREES TO BE PRESERVED = 12 TREES.
TREES TO BE REMOVED = 16 TREES.
TREE TO BE PLANTED = 19 TREES

LEGEND:	
	LIVE OAK TO BE PRESERVED 2 TREE SURVEY ID
	LAUREL O. TO BE PRESERVED 10 TREE SURVEY ID
	TREE TO BE REMOVED
	LIVE OAK TO BE PLANTED MITIGATION TREE ID



Dated 6/25/2026

Quattrone & Associates, Inc.
Engineers, Planners & Development Consultants



FPL's Large Load Rates ensure data centers will pay their own way.

We believe Florida can have responsible data center growth without raising electric bills for our customers.

Florida Power & Light Company is committed to delivering reliable electricity every hour of every day while keeping customer bills as low as possible.

That's why FPL created rates that ensure data centers pay their fair share and customers are protected from the costs to serve new large load projects.

In other words, existing FPL customers don't subsidize the energy needs of new data centers.

We know technology companies are interested in Florida, and we've learned from other states that have already experienced data center growth.



FPL has established large load rates that are among the most forward-looking and protective in the nation, ensuring our existing customers are not paying for the energy needs of large load customers, including data centers.

FPL's large load rate structure is in full compliance with state data center law (SB 484).



Data centers pay: Companies must fund 100% of the new power generation required to serve their project.



Location assistance: FPL works to determine the power generation type and location to ensure continued reliability for all customers.



Required commitments: Data centers are also subject to an early exit fee that is equivalent to an accelerated payment of 100% of new power generation costs.



Customers win: FPL customers benefit from infrastructure built to serve data centers while being shielded from the costs.

Large Load Rates

FPL provides two rates to serve large load customers

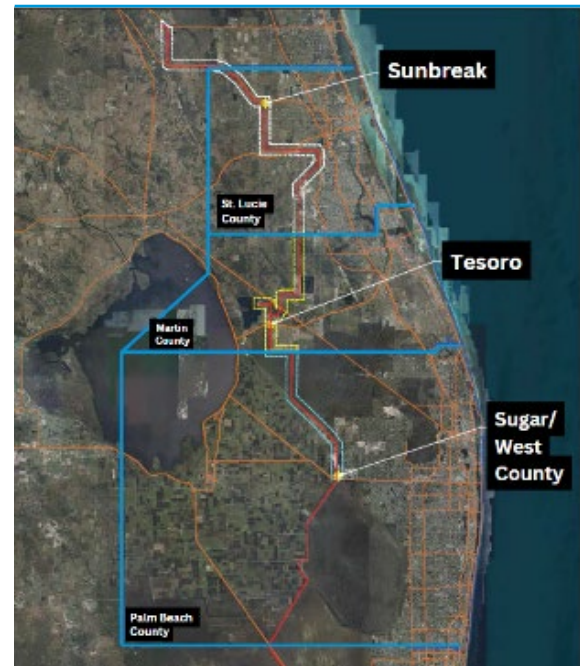
Rates are applicable to new customers of at least 50 MW and 85% load factor

- » New large load customers will pay for incremental generation required to serve load in addition to a slice of system base and clause rates
- » Incremental Battery Energy Storage Systems (BESS) will be built on the FPL system to serve new load
- » Customers required to build, own and operate their own substation and accept high-voltage service

Large Load Customer Service Rate 1 (LLCS-1) applicable for up to 3 GW of new load in three specified zones

- » Enables speed to market as zones have proximity to FPL's transmission facilities in areas suitable for incremental generation while ensuring continued reliable operation of the grid

Large Load Customer Service Rate 2 (LLCS-2) applicable for customers sited outside the three specified zones and will follow a formulaic rate



FPL's terms and conditions for large load and high load factor projects are intended to protect our general body of customers

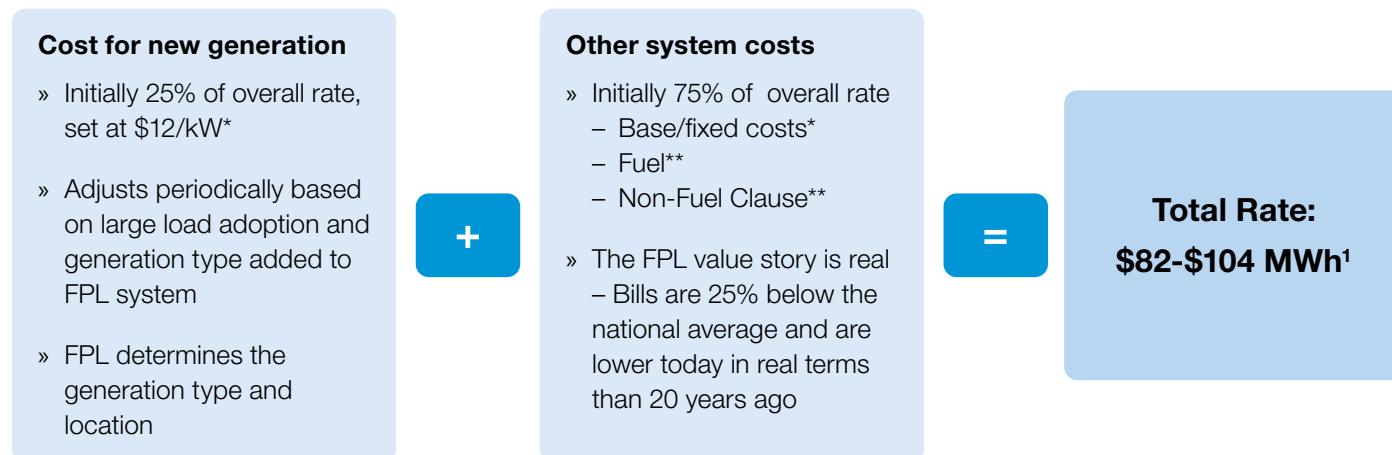
	LLCS-1	LLCS-2
New/Incremental Load Size	50 MW or higher	50 MW or higher
Load Factor at Single Location	85% or higher	85% or higher
Base	\$669.00	\$669.00
Demand	\$14.61/kW	\$4.08/kW ¹
Non-Fuel Energy	0.758 cents/kWh	0.758 cents/kWh
Incremental Generation Charge (IGC)	\$11.67/kW	To be calculated ²
Minimum Demand Charge	70% of contract demand (or demand during ramp)	
Minimum Term	No less than 20 years from in-service date (including ramp)	
Early Termination Exit Fee	Customer shall be responsible for payment of an "Exit Fee" equal to the NPV of the accelerated payment of the total incremental Generation Charges which, absent the termination, would have been paid by the Customer over the remaining balance of the Minimum Term	
Credit	BBB or better, parent guarantee or Letter of Credit/Surety bond for 5 years of IGC. Subject to annual liquidity checks. Less than BBB requires Letter of Credit/Surety Bond for 10 years of IGC.	

1) For LLCS-2, only slice of system transmission costs are included in the listed demand charge.

2) All incremental generation charges will be determined via generation charge formula.

FPL's Large Load Rates for loads 50+ MW and 85+% load factor-priced to incrementally serve 3 GW starting in 2028

Rate elements and total



¹) Estimated average total rate (less any applicable taxes/fees) beginning in 2028 based on 85% Load Factor - Current estimates are \$82-\$104/MWh through the contract term

*Allocated and assigned costs are adjusted and approved by FPSC periodically during FPL's Base Rate proceedings

**Fuel and Non-Fuel Clause rates are adjusted annually by the FPSC

Customer Path to Power Process Milestones



*One 3-month extension allowed

NOTE: Studies and Agreements are assignable with written consent.

128991



Dear Caloosa Humane Society Supporter,

The Caloosa Humane Society invites you to be a sponsor of the **17th Annual Gala (and 25th Anniversary of our Organization)** to be held **Saturday, October 10, 2026 at the LaBelle Civic Center!** This year's Gala is a beautiful evening featuring a **delicious dinner catered by Parrish Catering, Live Music**, a fantastic display of silent & live auction items, and other great ways to support our no-kill pet shelter and adoption center. All funds raised go directly to support the thousands of animals that Caloosa cares for every year.

As a non-profit organization, we are completely reliant upon fundraisers and donations from our supporters like YOU in order to fulfill our mission to serve, shelter, and protect the homeless animals in our care. We are dedicated to finding permanent and loving adoptive homes for our companion animals in need. As a no-kill shelter, we also provide low cost spay/neuter services to the community with the goal of reducing the extreme overpopulation of unwanted animals. We help fund and implement community-wide spay/neuter programs as well.

Please help us by becoming a sponsor of this year's LOVE UNLEASHED Gala!

Your generosity allows us to continue our wonderful progress in helping the homeless pets of our community and beyond. We will also gladly accept items for our silent/live auctions.

Please respond to us by **September 15, 2026** as that will be the deadline for all printed materials, and we wish to ensure that yours is included. Thank you!

If you have any questions at all, please do not hesitate to contact us either by phone 863-612-5119 or email at events@caloosahumanesociety.org

Thank you for your generous support of Caloosa Humane Society!

Sincerely,

Love Unleashed Gala Committee

Caloosa Humane Society

P.O. Box 2337 / LaBelle, FL 33975
863.675.0997 / calosahumanesociety.org

🐾 A NIGHT OF COMPASSION, COMMUNITY & SECOND CHANCES 🐾



SATURDAY, OCTOBER 10, 2026 | 5:00 PM | LaBelle Civic Center



Together, we save lives.



2026 Love Unleashed Gala

Sponsor Levels

___ Pack Leader Title Sponsor (Includes Faithful Friend Pkg below) **\$5,000.00**

- **ONE Available**
- Reserved Tables for up to 20 people (Please RSVP!) (2 Tables)
- Title Sponsor Banner at the Event, including recognition at both of our physical locations before the event
- Company name mentioned as a major sponsor on website and social media
- Company name printed largest on all Gala merchandise
- Double Page Ad in the event program
- Featured sponsor appreciation during the event

___ Catered Dinner Sponsor (Includes Faithful Friend Pkg below) **\$4,000.00**

- **TWO Available**
- Reserved Tables for up to 20 people (Please RSVP!) (2 Tables)
- Company name mentioned as a major sponsor on website and social media
- Company name printed on all Gala merchandise
- Dinner Sponsor Banner at the Event
- Double Page Ad in the event program

___ Bar Sponsor (Includes Faithful Friend Pkg below) **\$2,750.00**

- **ONE Available**
- Reserved Table for up to 16 people (Please RSVP!)
- Bar Sponsor Banner at the Event
- Full Page Ad in the event program

___ Purrfect Partner (Includes Faithful Friend Pkg below) **\$2,500.00**

- Reserved Table for up to 16 people (Please RSVP!) (2 Tables)
- Full Page Ad in the event program

- ___ **Tail Wagger** (Includes Faithful Friend Package below) **\$1,500.00**
- Reserved Table for up to 8 people (Please RSVP!)
 - Half Page Ad in the event program
- ___ **Furry Friend** (Includes Faithful Friend Pkg below) **\$1,250.00**
- Reserved Table for up to 8 people (Please RSVP!)
 - Quarter Page Ad in the event program
- ___ **Faithful Friend (Included in ALL above sponsorship levels)** **\$500.00**
- Listing on all media venues and advertising
 - Logo displayed on website
 - Program listing
- ___ **Tables Only** (for 8 people) (Not a sponsorship) **\$1,000.00**
- ___ **Best Friends Ticket (Single Ticket)** **\$100.00**

***I am not interested in attending but would like to contribute to the Gala.**

Enclosed is my contribution of: _____

Please respond to us by September 15, 2026, as that will be the deadline for all printed materials, and we wish to ensure that you are included.

Business Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Email: _____ Phone Number: _____

Caloosa Humane Society 🐾 P.O. Box 2337 📍 LaBelle, FL 33975

www.caloosahumanesociety.org (863) 612-5119

Caloosa Humane Society, Inc. is a 501(c)(3) status organization that receives no federal, state, or local funding and relies on donations and fundraisers only.

Please see our Tax-Exempt Certificate Number: 85-8012679357C-5

🐾 A NIGHT OF COMPASSION, COMMUNITY & SECOND CHANCES 🐾



SATURDAY, OCTOBER 10, 2026 | 5:00 PM | LaBelle Civic Center



Together, we save lives.



Silent/Live Auction Donation Form

You can count on me for a donation of: _____

Item Description: _____

Item Value: _____

Special Instructions: _____

Company: _____

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Please complete this form and return with auction item by October 1, 2026

Caloosa Humane Society, Inc.

P.O. Box 2337

LaBelle, FL 33975

Phone: 863.612-5119

www.caloosahumanesociety.org

Thank you for your support of the animals at Caloosa Humane Society!

Caloosa Humane Society, Inc. is a not-for-profit, 501(c)(3) - status organization that receives no federal, state, or local funding and relies on donations and fundraisers only. Please see our Tax Exempt Certificate Number: 85-8012679357C-5

🐾 A NIGHT OF COMPASSION, COMMUNITY & SECOND CHANCES 🐾

📅 SATURDAY, OCTOBER 10, 2026 | 5:00 PM | LaBelle Civic Center 📅

Together, we save lives.



**City of LaBelle Board of Commissioners
Agenda Request**

To: Honorable Mayor and City Commission
Prepared By: Stella Luckey
Date of Meeting: August 13, 2026
Date Submitted: August 4, 2026
Title of Agenda Item: AOI Lease
Agenda Location: [Provided by City]

Report in brief: Arts of the Inland respectfully requests that the City Commission consider offering a new lease for the Christy House property that will allow our organization to continue serving the community through arts and cultural programming. We understand that a new lease may include additional responsibilities for the care and use of the property, and we are willing to discuss reasonable expectations. As a volunteer-run nonprofit organization, however, our budget has very little flexibility, and we ask that any additional financial or maintenance obligations be carefully considered so they remain within our limited means. We are committed to being a responsible community partner and to ensuring the Christy House continues to benefit the citizens of LaBelle.

Staff Comments:

Fiscal Impact:

Recommended Actions:

**CITY OF LABELLE
RESOLUTION 2026-21
90 HOWE AVENUE SPECIAL EXCEPTION**

A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, GRANTING A SPECIAL EXCEPTION FROM THE BUSINESS GENERAL (B-2) ZONING DISTRICT FOR A CHILD CARE FACILITY TO BE LOCATED AT 90 HOWE AVENUE, CITY OF LABELLE, FLORIDA; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of LaBelle City Commission, the Applicant, has filed a Special Exception application to allow for a vehicle service station at the subject property located at 682 South Main Street in the City of LaBelle; and,

WHEREAS, a duly advertised public hearing was held on August 13, 2026 before the City of LaBelle City Commission; and,

WHEREAS, the City Commission for the City of LaBelle has determined that the requested Special Exception will further the goals and objectives of the City of LaBelle Comprehensive Plan and Land Development Code; and,

WHEREAS, the City Commission for the City of LaBelle has determined that the requested Special Exception meets the criteria for approval in accordance with Chapter 4, Section 4-41, of the Land Development Code; and,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of LaBelle, Florida:

Section 1. The forgoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The above-mentioned Special Exception application is hereby granted to allow for a child care facility at the subject property located at 90 Howe Avenue, City of LaBelle, Florida, subject to the following conditions:

1. This Special Exception approval shall apply only to the child care facility located at 90 Howe Avenue, as legally described in Exhibit A.
2. The maximum height of the perimeter fence shall not exceed six (6) feet and shall comply with the material requirements set forth in Section 4-84 of the Land Development Code.
3. All required landscaping shall be installed outside the perimeter fence and within the boundaries of the subject property.
4. Approval of this use shall not be construed to limit, restrict, or otherwise impair the continued operation of any legally established adjacent use, including the sale, service, or consumption of alcoholic beverages pursuant to a valid alcoholic beverage

license. The applicant, property owner, and any successors or assigns shall not object to, or seek to restrict, the lawful operation of such adjacent use based solely on the existence of the approved child care facility.

5. The applicant shall replant no fewer than three (3) oak trees with a minimum caliper of four (4) inches diameter at breast height (DBH) as mitigation for the removal of one (1) twelve (12) inch heritage oak tree, in accordance with Section 4-80 of the Land Development Code.
6. The applicant shall obtain approval of a Site Construction Permit and/or Building Permit, as applicable. All site improvements, including parking, access, stormwater management facilities, landscaping, and screening, shall be completed in accordance with the approved Site Construction Permit and the Land Development Code.
7. The applicant shall obtain a Certificate of Occupancy and a Business Tax Receipt prior to commencing operation of the child care facility.
8. Any expansion of the approved use, building footprint, outdoor activity area, or site operations beyond those approved under this Special Exception shall require review and approval by the City Commission in accordance with the Land Development Code.
9. Approval of this Special Exception does not waive compliance with any other applicable provisions of the City of LaBelle Code of Ordinances, Land Development Code, Florida Building Code, Florida Fire Prevention Code, or any other applicable local, state, or federal laws, regulations, or permitting requirements.

Section 3. Severability. In the event that any portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED in regular session this _____ day of _____, 2026.

THE CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

Attest: _____
Tijauna Warner, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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100
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102

By: _____
Derek Rooney, City Attorney

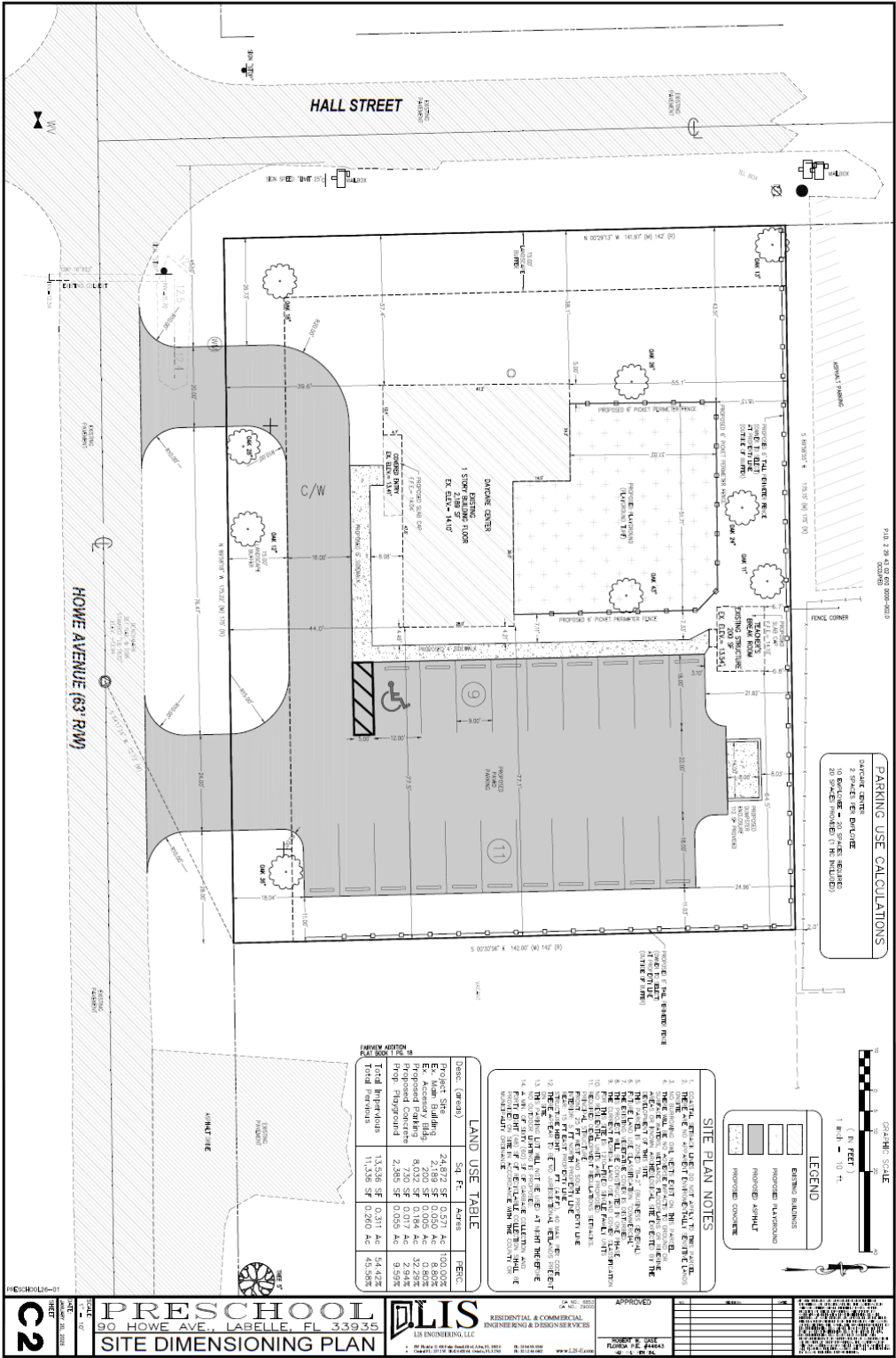
Vote:	AYE	NAY
Mayor Wilkins	_____	_____
Commissioner Vargas	_____	_____
Commissioner Spratt	_____	_____
Commissioner Holland	_____	_____
Commissioner Ratica	_____	_____

EXHIBIT A
LEGAL DESCRIPTION

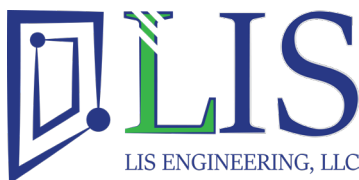
WEST ½ OF LOT 7, ALL OF LOTS 8, 9 AND 10 IN FAIRVIEW ADDITIONAL TO LABELLE,
ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 18, PUBLIC
RECORDS OF HENDRY COUNTY, FLORIDA.

110
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112

EXHIBIT B
LOCATION MAP



113



June 17, 2026

City of LaBelle
Planning Department / City Commission

Re: Special Exception Request
LIS Job No: Preschool26- 01

To Whom it may concern,

Project: Howe Street Day Care
Address: 90 Howe Ave, LaBelle, FL 33935
County: Hendry County

Executive Summary

This application seeks a Special Exception to establish a childcare facility at 90 Howe Ave. As LaBelle continues to experience residential growth, the demand for essential family infrastructure has outpaced supply. This project directly supports the LaBelle Comprehensive Plan by providing high-quality commercial services that sustain local families and the Hendry County workforce. By approving this request, the City is proactively addressing a "childcare desert," enabling local parents to remain in the workforce and bolstering the City's economic resilience.

Narrative

Description of use

Day Care Center, an establishment designed to provide a safe and nurturing environment for children while their parents or guardians are at work or otherwise occupied.

Requirement

City of LaBelle Land Development Code Section 4-70, which requires a Day Care Center to obtain a Special Exception to approve the use in a B-2, Business General, Zoning District.

Existing use

Vacant Single Family Residential

- | | | |
|----------------|---------------------------------------|--------------------------------|
| • Southwest FL | 21430 Palm Beach Blvd. Alva, FL 33920 | 239-693-9244 Fax: 239-693-9827 |
| • Central FL | 2572 W. SR 426 #2064 | 321-244-0402 Fax: 321-244-9419 |

Reason/Justification

The City of LaBelle and Hendry County are currently underserved in terms of licensed childcare "slots". The proposed use is inherently compatible with the surrounding B-2. As a daytime operation, the facility maintains the character of the neighborhood by remaining inactive during evening and weekend hours. By establishing this facility in a B-2, Business General, district, we are utilizing a high-accessibility corridor to provide a service that reduces commuter strain and supports local economic development. To ensure traffic safety, the site design incorporates an internal queuing system, ensuring all drop-off and pick-up activities occur off-street without impacting the flow of traffic on Howe Ave.

Fence Relief

Requirement

City of LaBelle Land Development Code Section 4-84.3.F., which requires fences for schools recreation areas which exceed four (4) feet in height to be set back a minimum of twenty-five (25) feet from the property line. City of LaBelle Land Development Code Section 4-80.9.12.D., which requires buffers to be placed on the external side of the required fence.

Request

This request is to permit a six (6) feet fence without the required minimum of twenty-five (25) feet setback from the property line and with the buffers placed on the internal side of the fence.

Reason/Justification

While City of LaBelle Land Development Code regulates the use of fencing, Florida Department of Children and Families (DCF) safety standards require secure, durable perimeter fencing for outdoor play areas.

Significant Oak Tree Relief

Requirement

City of LaBelle Land Development Code Section 4-80.16.1., requires the preservation of Significant Oak Trees without restricting the reasonable development of property.

Request

This request is to permit the removal of one (1) 12" DBH existing Significant Oak Tree at the southeast corner of the existing structure.

Reason/Justification

While the site plan was designed to maximize preservation, the removal of these specific existing Significant Oak Trees is necessitated by the required footprint for safe play zones and ADA-

-
- | | | |
|----------------|---------------------------------------|--------------------------------|
| • Southwest FL | 21430 Palm Beach Blvd. Alva, FL 33920 | 239-693-9244 Fax: 239-693-9827 |
| • Central FL | 2572 W. SR 426 #2064 | 321-244-0402 Fax: 321-244-9419 |

accessible parking. Furthermore, the existing root systems would significantly heave the stable, level surfaces required for **ADA-compliant ingress/egress** and safe pedestrian pathways.

Mitigation

We remain committed to LaBelle's canopy heritage. We propose a 1:1 or greater DBH (Diameter at Breast Height) replacement plan using native species, three (3) 4" DBH Oak Tree for the one (1) 12" DBH existing Significant Oak Tree to be removed. This ensures that the long-term greenery and environmental health of the site are not only maintained but enhanced.

Conclusion

The proposed daycare is a "low-impact, high-necessity" use. The requested relief is not for mere convenience but is dictated by the physical constraints of the site and the safety requirements of the children. We believe the substantial public benefit of providing safe, local childcare far outweighs the minor technical relief from the development standards.

Please do not hesitate to contact me should you have any questions or require any additional information.

Sincerely,

John P. Mahlbacher, P.E.
LIS Engineering, LLC
FL P.E 65432



Special Exception/Conditional Use Application

Date Received _____

File Number: SE-202 - _____

Petitioner: Anand Patel
Address: 2820 Via Piazza Loop Fort Myers FL 33905
Telephone #: 863-234-1717 **Fax #:** _____ **E-mail:** Anandp80@yahoo.com

Agent for Petitioner: BOB CASE - LIS ENGINEERING
Address: 24430 PALM BEACH BLVD ALVA FL 33920
Telephone #: 239-693-9244 **Fax #:** _____ **E-mail:** Bobc@LIS-e.com

Owner of Property: SHASHIBHAIM PATEL & VARSHA PATEL
Address: 383 BRYAN AVE LABELLE, FL 33935
Telephone #: 863-234-1717 **Fax #:** _____ **E-mail:** ANANNDP80@YAHOO.COM

Address/Location of Subject Property _____
90 HOWE AVE LABELLE FL 33935

Legal Description of Property Involved _____
LABELLE FAIRVIEW S/D ALL LOTS 8 THRU 10 + W1/2 OF LOT 7

Existing Zoning R-1A

Total Acreage/Square Footage of Subject Property 7061.08 SQ FT

Current Use of Land VACANT

Code Section _____

Proposed Conditional Use and Summary of Facts _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Spusti

Signature of Owner

Shashibhai M. Patel

Print or type name of person signing above

5-6-26

5-6-26

Date _____

NOTE: IF THE PETITIONER WISHES TO BE REPRESENTED BY AN AGENT, THE POWER OF ATTORNEY ON THE FOLLOWING PAGE MUST BE PROPERLY EXECUTED. IF DRAWINGS PREPARED BY AN ARCHITECTURAL, ENGINEERING OR OTHER FIRM ARE SUBMITTED, THE FIRM MUST EXECUTE THE ATTACHED PERMISSION TO REPRODUCE.

AFFIDAVIT

I, Shasibhai M. Patel Certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief.

KNOW ALL MEN THAT I, Shasibhai M. Patel, **do hereby constitute and appoint** Anand Patel **my true and lawful attorney, to execute the foregoing instrument in** **my name, place and stead this** **day of** .

Shasibhai Date: 5-6-26
Signature of owner or authorized agent

Shasibhai M. Patel

Print or type name of person signing above

Name of owner/agent entity if a corporation, L.L.C., partnership, or trust

Anand Patel

Representative capacity of person signing Affidavit:

President of Vice President of Corporation

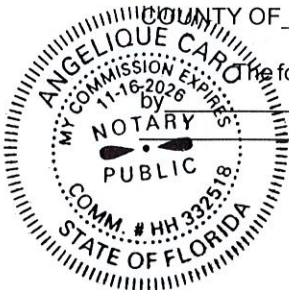
Managing Member of L.L.C.

General Partner

Trustee

STATE OF FLORIDA)

COUNTY OF Hendry)



The foregoing instrument was acknowledged before me this 6 day of May, 2026 by Anand Patel who is personally known to me or who has produced Drivers License as identification and who did not take an oath.

Notary Public

Angelique Caro

Print or type name

My Commission Expires: 11/16/26

KNOW ALL MEN THAT I, _____, (Title), of the firm of _____, do hereby grant the City of LaBelle permission to reproduce all or a portion of all plans, drawings, etc., submitted in connection with the foregoing petition.

Signature

Title:

Date:

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public

Print or type name

My Commission Expires: _____

**CONFIRMATION OF OWNERSHIP BY OWNER; AND
AUTHORIZATION FOR AGENT OR PETITIONER (WHEN A DIFFERENT ENTITY)**

The undersigned to hereby swear or affirm that they are the fee simple title holders and owners of the record of property commonly known as Shasibhai M. Patel
And legally described in Exhibit A attached hereto.

The property described herein is the subject of a Special Exception/Conditional use application. We hereby designate Anand Patel as the legal representative of the property in the course of seeking approval of this application. This representative will remain the only entity to authorize development activity until such time as anew or amended authorization is delivered to the City.

Shashi
Owner Signature

Shasibhai M. Patel

Printed Name

Name of owner entity if a corporation, L.L.C., partnership, trust

Representative capacity of person signing: President or Vice
President of Corporation, Managing Member of L.L.C., General
Partner, Trustee

Address of Owner

STATE OF FLORIDA)

COUNTY OF Hendry)

Sworn to (or affirmed) and subscribed before me this 6 day of
May, 2026, by Anand Patel
() capacity if applicable, who is personally known to me or produced
Driver License as identification.



Angelique Caro
Notary Public
Notary Public – State of Florida
My commission expires 11/16/26
Angelique Caro
Name typed/stamped or printed

**INSTRUCTIONS FOR FILING A SPECIAL
EXCEPTION/CONDITIONAL USE APPLICATION**

PROCEDURE:

1. Special Exception/Conditional use applications may be obtained at the office of the Building Department Permit Technician or on the City's website at www.citylabelle.com. An application must be completed and submitted together with the required fee and supportive materials. Please submit application to the Building Department Permit Technician.
Applicants are required to arrange a submittal-review conference to take place at the time of submittal. Applicants may arrange an appointment by calling 675- 6355. Early submittal and the submittal-review conference will help ensure consideration of your petition by the City Commission.
2. After reviewing the petition for completeness and discussing it with other City staff, the application will be forwarded to the City attorney to determine if the application is legally sufficient. The City Clerk will give due public notice that a public hearing will be held by the City Commission to consider the request. Owners of property within 500 feet of the site will be notified of the request and invited to comment.
3. Approximately one week before the public hearing, a sign will be placed on the subject property notifying the general public of the hearing.
4. The petitioner or his authorized representative shall appear at the City Commission meeting. The petitioner should be prepared to address the guidelines and standards listed for the special exception/conditional use. After considering the recommendation of the staff and comments by the petitioner and the public, the City Commission will approve, deny, or approve the request with conditions.
5. Special exception/conditional use applications approved by the City Commission will be done by resolution.

REQUIRED SUPPORTIVE MATERIALS:

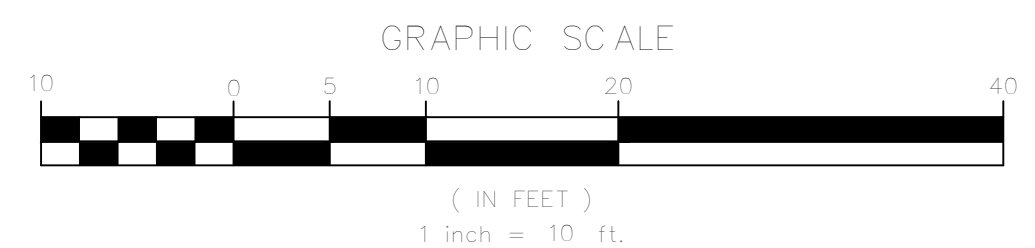
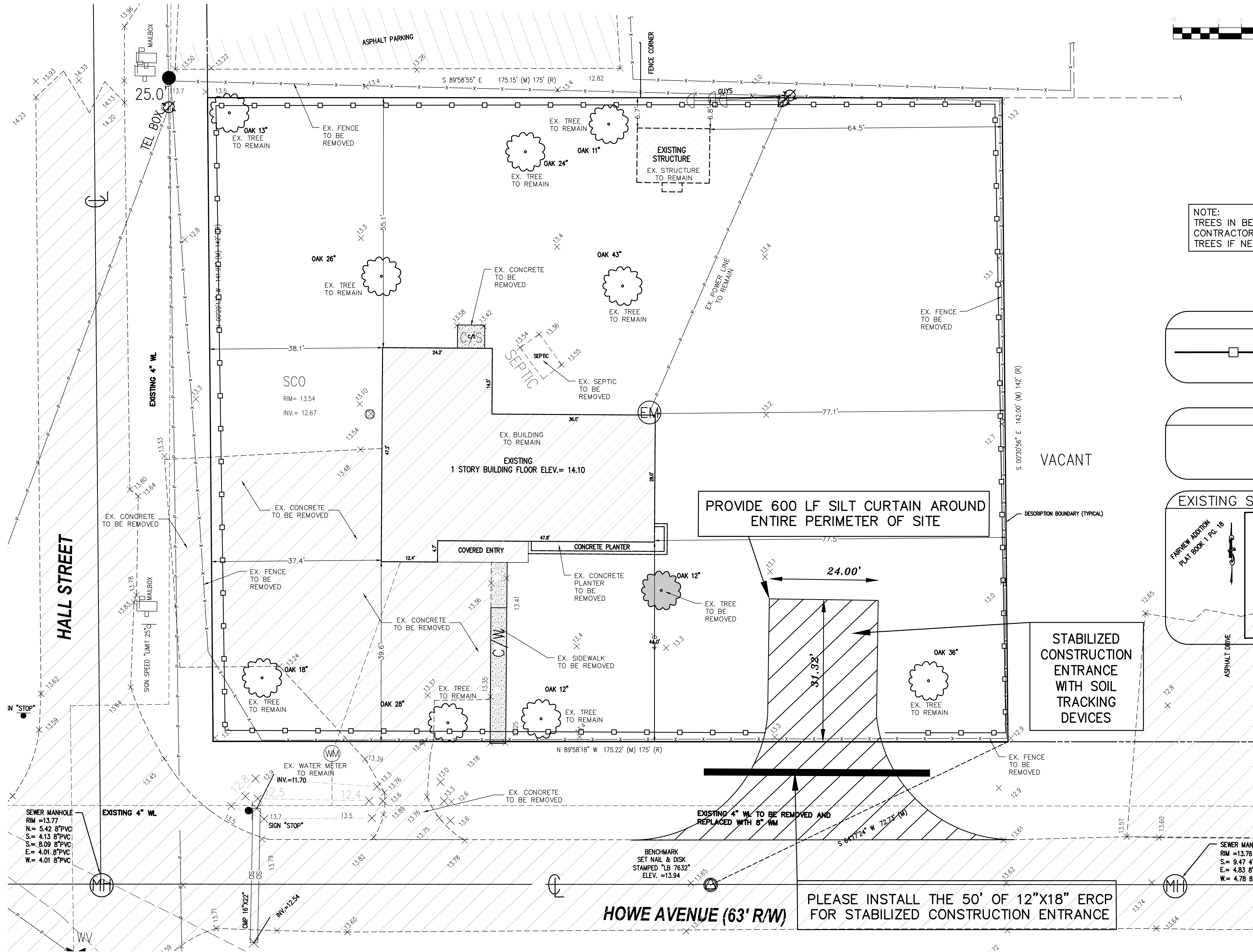
- A. A check for the application fee made payable to the City of LaBelle (see fee schedule).
- B. 1- DIGITAL SET of the following:
1. Completed application
 2. Proof of ownership
 3. A site plan, and any other necessary supportive materials. This plan must be at a suitable scale and be no smaller in size than 8-1/2" x 11". The architectural, engineering or other firm preparing the plans **MUST SIGN** permission to reproduce on Page 3 of the application and have his or her signature notarized. The site plan must show all data pertinent to the proposed conditional use, including at least the following:
 - a. Date of drawing
 - b. Scale
 - c. North arrow
 - d. Name of person or firm who drew the plan
 - e. Location of property, property dimensions, abutting rights of way, easements, setbacks, off-street parking, proposed landscaping, existing or proposed structures
 - f. All properties immediately adjacent to and across an alley or street: show location of building footprints, access points, other significant features
 - g. A narrative/cover letter explaining the special exception request and property information, along with compliance with the LDC review criteria in LDC 3-21."
- C. **For example, one petition, one site plan, and one each of other supportive materials should be put together to comprise a complete set.**

The City of LaBelle reserves the right to refuse to accept an application if incomplete.

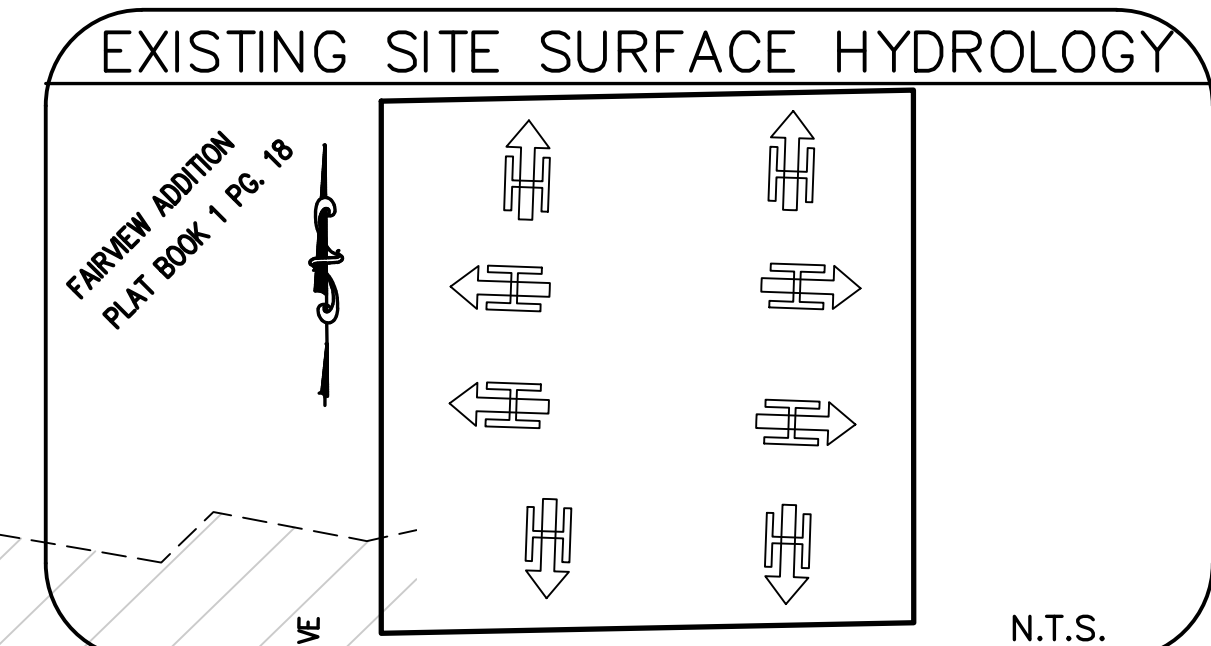
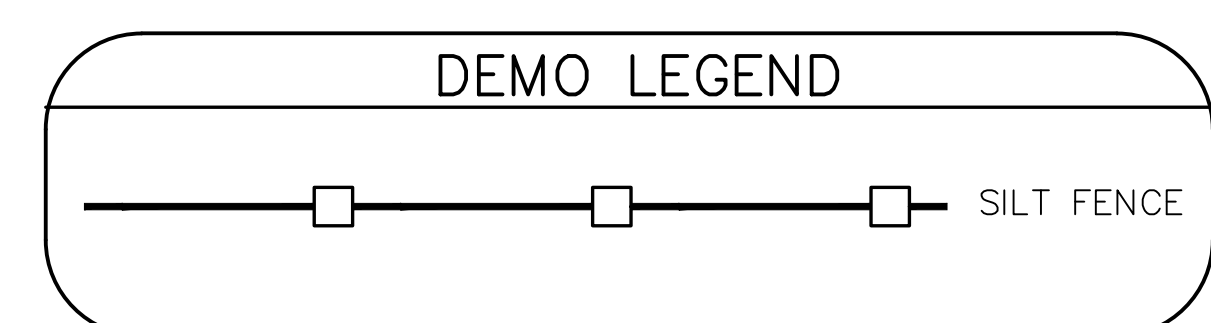
STANDARDS:

In their deliberations concerning the granting of a special exception or conditional use, the City Commission shall carefully consider the following guidelines and standards:

1. Ingress and egress to the subject property and the proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic generation flow and control, and access in case of fire or catastrophe shall be adequate and not potentially detrimental to existing or anticipated uses in the vicinity and particularly not detrimental to property immediately adjacent to the subject site.
2. Off-street parking and loading areas, where required or requested by the property owner, shall be adequate, well-designed, and relate well, in terms of proximity, access, and the like, to the uses intended to be serviced, with particular attention to the items in (1) above and the smoke, noise, glare, dust, vibrations, fumes, pollution or odor effects related to the vehicular use area or the conditional use and such shall not be detrimental to the adjoining properties in the general area.
3. Refuse and service areas, with particular reference to the items in (1) and (2) above, shall be adequately screened so as not to be visible from adjacent properties or a public right of way and shall be located in such a way as not to be a nuisance, by virtue of smoke, noise, glare, and the like, to adjacent properties.
4. Utilities, whether public or private, shall be adequate and not detrimental with reference to location, availability, adequacy, and compatibility.
5. Screening, buffering or separation or any nuisance or hazardous feature, with reference to type, dimensions and character, shall be fully and clearly represented on the submitted plans and shall be adequate to protect adjacent properties.
6. Proposed signs and exterior lighting shall be considered with reference to glare, traffic safety, and compatibility and harmony with surrounding properties and shall be determined to be adequate, safe, and not detrimental or a nuisance to adjacent properties.
7. A determination shall be made that the proposed development will not hinder development of nearby vacant properties with a permitted use in the subject zone district.
8. The land and/or buildings, which are involved, shall be adequate in terms of size, shape, type of building and the like to ensure compatibility with the proposed conditional use.
9. The proposed development shall be compatible and/or appropriate with adjacent properties and other property in the district and geographic area.



NOTE:
TREES IN BERM MUST REMAIN
CONTRACTOR MAY UNDULATE BERM AROUND
TREES IF NECESSARY.



PROVIDE 600 LF SILT CURTAIN AROUND
ENTIRE PERIMETER OF SITE

STABILIZED
CONSTRUCTION
ENTRANCE
WITH SOIL
TRACKING
DEVICES

PLEASE INSTALL THE 50' OF 12"X18" ERCP
FOR STABILIZED CONSTRUCTION ENTRANCE

IF ANY CHANGES OR ADDITIONS ARE MADE TO THESE PLANS, THE ENGINEER SHALL BE NOTIFIED IN WRITING. ANY CHANGES SHALL BE MADE TO THE PLANS AND THE ENGINEER SHALL BE NOTIFIED IN WRITING. ANY CHANGES SHALL BE MADE TO THE PLANS AND THE ENGINEER SHALL BE NOTIFIED IN WRITING.

DATE: _____

REVISION: _____

NO. _____

APPROVED

CA NO.: 6853
CA NO.: 29005
RESIDENTIAL & COMMERCIAL
ENGINEERING & DESIGN SERVICES

ROBERT W. CASE
FLORIDA P.E. #44643
VALID ONLY WITH SEAL

WWW.LIS-FL.COM

PH: 238-681-5644
PR: 232-44-5642

SW Florida: 2140 Palm Beach Blvd. AVE. FL 33409
Central FL: 2312 W. 84th Ave. Joliet, IL 61706

PRESCHOOL

90 HOWE AVE., LABELLE, FL 33935

EXISTING CONDITIONS & DEMO PLAN

SCALE: 1" = 10'

DATE: JANUARY 20, 2026

SHEET

C1

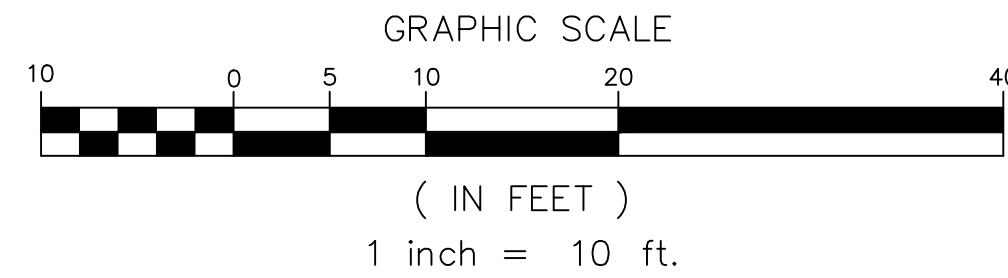
PRESCHOOL-01

99

P.I.D. 2 29 43 02 610 0000-002.0
OCCUPIED

PARKING USE CALCULATIONS

DAYCARE CENTER
2 SPACES PER EMPLOYEE
10 EMPLOYEE = 20 SPACES REQUIRED
20 SPACES PROVIDED (1 HC INCLUDED)



LEGEND

- EXISTING BUILDINGS
- PROPOSED PLAYGROUND
- PROPOSED ASPHALT
- PROPOSED CONCRETE

SITE PLAN NOTES

- COASTAL SETBACK LINES DO NOT APPLY TO THIS PARCEL.
- THERE ARE NO APPARENT ENVIRONMENTALLY SENSITIVE LANDS ON SITE.
- NO BURROWING OWL NESTS EXIST ON THIS PARCEL.
- THERE WILL BE NO ADVERSE IMPACTS TO GROUND OR SURFACE WATERS, WETLANDS, FLOODPLAINS OR RIVERINE AREAS OR KNOWN ARCHEOLOGICAL SITE EXPECTED BY THE DEVELOPMENT OF THIS SITE.
- THIS PARCEL IS ZONED "B-2" (BUSINESS GENERAL).
- FUTURE LAND USE CLASSIFICATION "COMMERCIAL"
- THE EXISTING VEGETATIVE COVER IS DISTURBED.
- THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE.
- THE CURRENT FLORIDA LAND USE AND COVER CLASSIFICATION FOR THIS SITE IS: 1210-FIXED SINGLE FAMILY UNITS
- NO RESIDENTIAL UNITS ARE PROPOSED
- REQUIRED DEVELOPMENT REGULATIONS SETBACKS.
PRINCIPAL STRUCTURE:
FRONT: 25 FT WEST AND SOUTH PROPERTY LINE
INTERIOR: 5 FT NORTH PROPERTY LINE
REAR: 15 FT EAST PROPERTY LINE
STRUCTURE HEIGHT: ____ FT. (A.F.F.), 40 MAX. PER CODE
- THERE APPEAR TO BE NO JURISDICTIONAL WETLANDS PRESENT ON SITE.
- THIS PARKING LOT WILL NOT BE USED AT NIGHT THEREFORE NO OUTDOOR LIGHTING IS PROPOSED.
- A MIN. OF SIXTY (60) SF OF GARBAGE COLLECTION AND FORTY EIGHT (48) SF OF RECYCLABLE COLLECTION SHALL BE PROVIDED ON SITE IN ACCORDANCE WITH THE COUNTY OR MUNICIPALITY ORDINANCE.

LAND USE TABLE

Desc. (areas)	Sq. Ft.	Acres	PERC.
Project Site	24,872 SF	0.571 Ac	100.00%
Ex. Main Building	2,189 SF	0.050 Ac	8.80%
Ex. Accessory Bldg.	200 SF	0.005 Ac	0.80%
Proposed Parking	8,032 SF	0.184 Ac	32.29%
Proposed Concrete	730 SF	0.017 Ac	2.94%
Prop. Playground	2,385 SF	0.055 Ac	9.59%
Total Impervious	13,536 SF	0.311 Ac	54.42%
Total Pervious	11,336 SF	0.260 Ac	45.58%

FARVIEW ADDITION
PLAT BOOK 1 Pg. 18

DATE: _____
REVISION: _____
NO. _____

APPROVED
ROBERT W. CASE
FLORIDA P.E. #14843
VALID ONLY WITH SEAL

CA NO.: 6853
CA NO.: 29005
RESIDENTIAL & COMMERCIAL
ENGINEERING & DESIGN SERVICES
LLS ENGINEERING, LLC
SW Florida 21400 Palm Road Blvd. Ave. FL 33908
Central FL 237 W. 384th St. Ocala, FL 32765
PH: 238-68-5844
PR: 352-44-9802
WWW.LLS-FL.COM

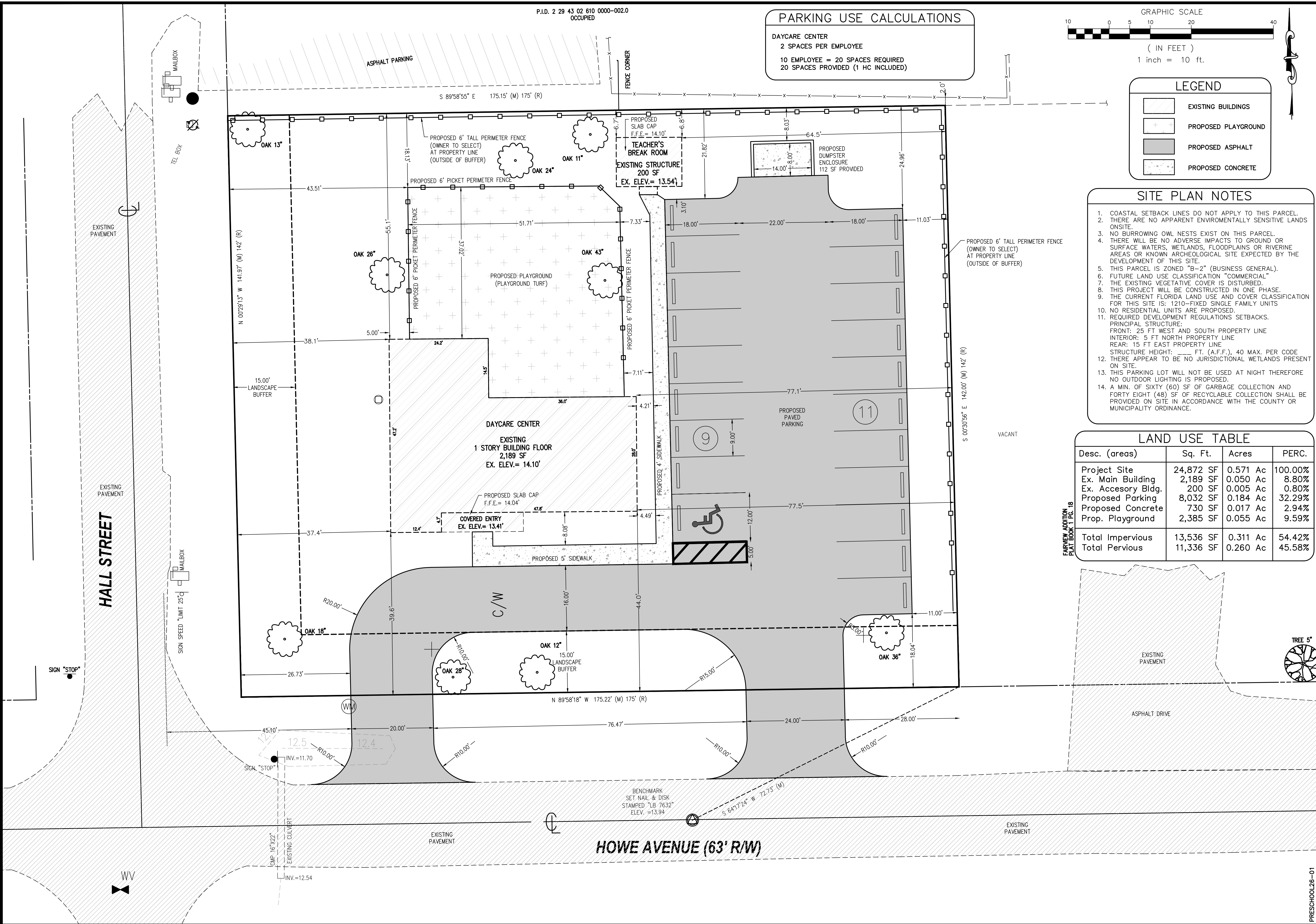
PRESCHOOL
90 HOWE AVE., LABELLE, FL 33935
SITE DIMENSIONING PLAN

SCALE:
1" = 10'

DATE:
JANUARY 20, 2026

SHEET
C2

PRESCHOOL26-01





CITY OF LABELLE, FLORIDA

**Planning Staff Report
471 E. Fort Thompson Avenue
Variance**

TYPE OF CASE: Variance

STAFF REVIEWER: Patty Kulak

DATE: August 13, 2026

APPLICANT: Kirk Matthew Rentz II

AGENT: None

REQUEST: Variance from Appendix B, Section 4-84.4(A) of the City of LaBelle Land Development Code to allow a maximum fence height of five (5) feet within the required front yard of a residential property, whereas the Land Development Code permits a maximum front-yard fence height of four (4) feet.

LOCATION: 471 E. Fort Thompson Avenue

PROPERTY SIZE: 0.59+/-acres

FUTURE LAND USE DESIGNATION, CURRENT ZONING AND LAND USE:

Existing Future Land Use Designation: Residential
Existing Zoning: Single-Family—Low Density (R-1A)
Land Use: Single-Family Residence

SURROUNDING LAND USE:

North: FLU – Residential
Zoning – Single-Family—Low Density (R-1A)
Land Use – Single Family Residence

South: FLU – Residential
Zoning – Single-Family—Low Density (R-1A)
Land Use – Vacant

East: FLU – Residential
Zoning – Single-Family—Low Density (R-1A)

Land Use – Single Family Residence

West: FLU – Residential
Zoning – Single-Family—Low Density (R-1A)
Land Use – Vacant

STAFF NARRATIVE:

The property owner of 471 E. Fort Thompson Avenue is requesting a variance from Appendix B, Section 4-84.4(A) of the City of LaBelle Land Development Code to permit the installation of a five-foot ranch-style fence within the required front yard of the property. Section 4-84.4(A) provides that residential fences and walls may not exceed four (4) feet in height within front yards or along waterways, while allowing a maximum height of eight (8) feet within side and rear yards. The requested variance would permit an additional one (1) foot of fence height within the front yard.

The subject property is developed with an existing single-family residence situated on a corner lot with frontage along Fort Thompson Avenue and Hickory Street. As shown on the submitted survey and fence detail, the proposed five-foot ranch-style fence will generally follow the property boundaries and consist of 6-inch by 6-inch wood posts spaced approximately eight feet on center, four horizontal face boards, and woven wire attached to the backside of the boards. The design remains visually open, maintains visibility through the fence, and provides additional enclosure of the property.

According to the applicant, the property fronts Fort Thompson Avenue, a heavily traveled roadway that experiences higher traffic volumes, speeding vehicles, pedestrian activity, and wildlife compared to interior residential streets. Due to the location of the residence on the lot, the primary outdoor activity area is located within the front and side yards rather than behind the home. The applicant indicates that the additional foot of fence height would improve safety for family members, pets, and livestock while maintaining the open appearance of a ranch-style fence.

Unlike a solid privacy fence, the proposed fence consists of horizontal wood rails with woven wire backing, allowing visibility through the structure while maintaining the rural residential character of the surrounding neighborhood. The requested increase represents the minimum deviation necessary to provide additional security without creating a visually opaque barrier.

The variance request was reviewed by applicable City Departments as part of the review process. Subject to compliance with all applicable building permit requirements and other provisions of the Land Development Code, the proposed fence is compatible with the surrounding residential area and maintains the open character of the neighborhood.

VARIANCE REVIEW CRITERIA:

The following is Staff’s analysis of the Applicant’s request in relation to LDC Section 3-22, which sets forth the review criteria for a variance.

- a. Unique or peculiar conditions or circumstances exist, which relate to the location, size, and characteristics of the land or structure involved, and are not generally applicable to other lands or structures in the same district.

The subject property is uniquely situated on Fort Thompson Avenue, a principal roadway carrying substantially greater traffic volumes than typical residential streets. In addition, the residence is positioned such that the principal outdoor living area is located within the front and side yards. These physical characteristics are unique to the property and are not generally applicable to surrounding residential lots.

- b. The strict and literal enforcement of the zoning section of the land development regulations would create an undue hardship as distinguished from a mere inconvenience on the property owners. Physical handicaps or disability of the applicant and other considerations may be considered where relevant to the request.

Strict application of the four-foot limitation would limit the applicant's ability to reasonably enclose the property's primary outdoor living area while addressing the unique safety concerns associated with the property's frontage on Fort Thompson Avenue.

- c. The granting of a variance would not be injurious to or incompatible with contiguous uses, the surrounding neighborhood, or otherwise detrimental to the public welfare.

The proposed fence is designed as an open ranch-style fence with woven wire backing rather than a solid privacy fence. The open design maintains visibility, preserves neighborhood character, and is compatible with surrounding residential development. Staff finds the requested increase in height will not negatively impact adjacent properties or public welfare.

- d. The condition giving rise to the requested variance has not been created by any person presently having an interest in the property and the conditions cannot reasonably be corrected or avoided by the applicant.

The need for the variance results from the existing configuration of the property, including its location on a frequently traveled roadway and the placement of the residence, rather than any action by the current property owner. These conditions result from the property's existing configuration and location and cannot reasonably be corrected without eliminating the relief requested.

- e. The requested variance is the minimum modification of the regulation at issue that will afford relief.

The request increases the permitted fence height by only one foot, from four feet to five feet. Staff finds this represents the minimum modification necessary to achieve the stated safety objectives while maintaining compliance with the remaining provisions of the Land Development Code.

- f. The variance granted will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures, or required improvements under similar conditions.

Approval of the variance would not confer a special privilege. Any property owner experiencing similar site conditions may request variance relief through the public hearing process and demonstrate compliance with the applicable variance criteria.

STAFF RECOMMENDATION

Staff recommends APPROVAL subject to the following conditions:

1. The variance applies only to the subject property described in Exhibit "A."
2. The maximum height of the fence located within the required front yard shall not exceed five (5) feet as generally depicted on the approved site plan and fence detail.
3. The fence shall be constructed substantially in accordance with the submitted ranch-style fence detail consisting of four horizontal wood boards with woven wire attached to the backside.
4. All remaining provisions of the City of LaBelle Land Development Code and applicable Building Code requirements shall be met.
5. A building permit shall be obtained prior to installation of the fence.

SUGGESTED MOTION(S):

APPROVAL:

I make a motion to approve the Fence Variance located at 471 E. Fort Thompson Avenue.

APPROVAL WITH CONDITIONS:

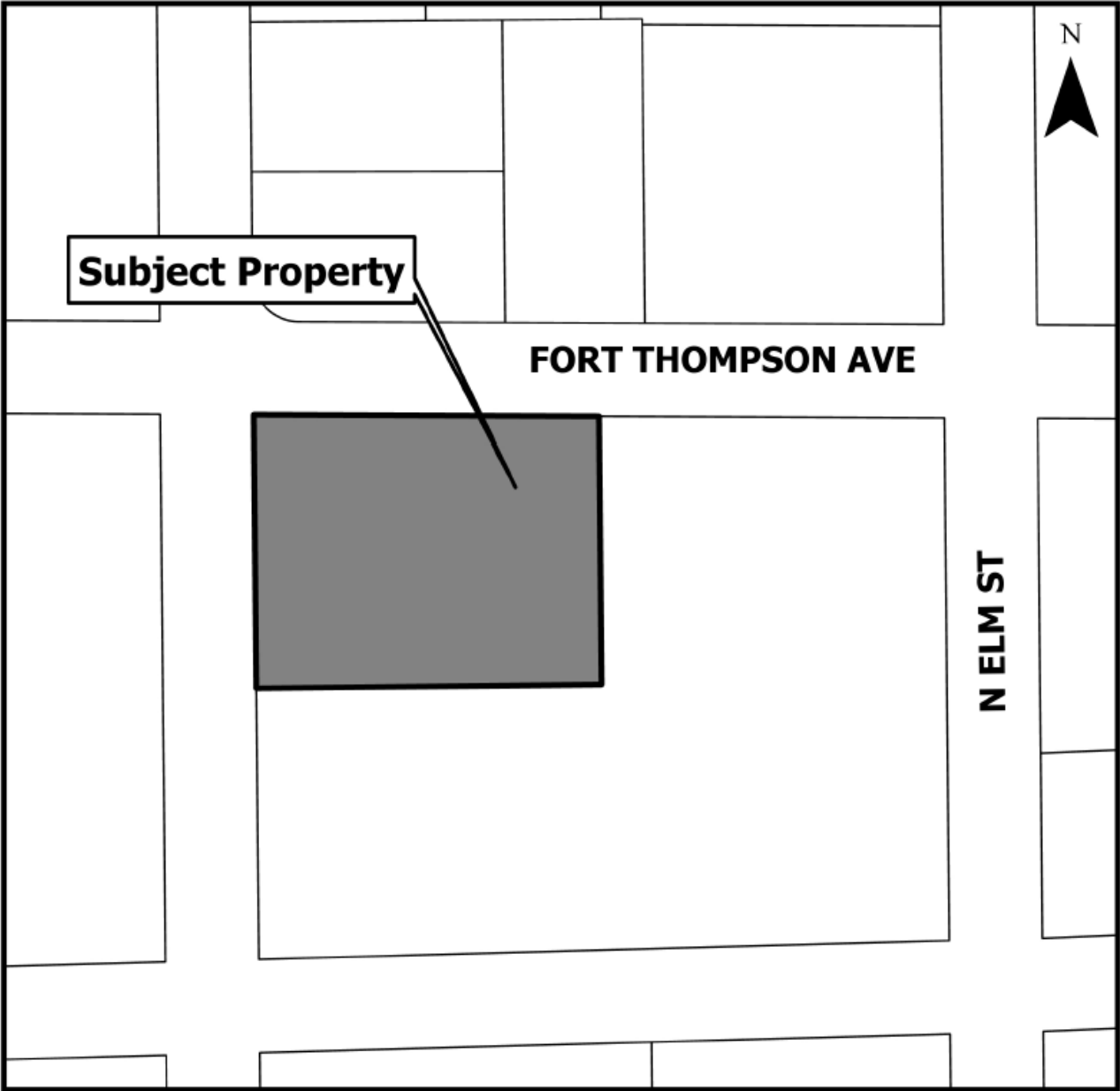
I make a motion to approve the Fence Variance located at 471 E. Fort Thompson Avenue, with the following condition(s):

- 1) as outlined in the staff report;
- OR**
- 2) as outlined in the staff report and amended as follows;
- OR**
- 3) with the following conditions:

DENIAL:

I make a motion to deny the Fence Variance located at 471 E. Fort Thompson Avenue. The request does not meet the Variance criteria:

EXHIBIT A
SUBJECT PROPERTY



**CITY OF LABELLE
RESOLUTION 2026-22
230 RIVIERA VISTA BOULEVARD
VARIANCE**

A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, ALLOWING FOR A VARIANCE FROM THE FENCE REGULATIONS ESTABLISHED IN THE LAND DEVELOPMENT CODE SECTION 4-84 FOR A REDISENTIAL PROPERTY WITHIN THE R-1A ZONING DISTRICT AT THE SUBJECT PROPERTY LOCATED AT 471 FORT THOMPSON AVENUE ; IN THE CITY OF LABELLE, FLORIDA; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kirk Matthew Rentz II, the Applicant, has filed a Variance application to allow a for a 5-foot fence within the front yard within the R-1A zoning district on the subject property located at 471 Fort Thompson; and,

WHEREAS, a duly advertised public hearing was held on August 13, 2026 before the City of LaBelle City Commission; and,

WHEREAS, the City Commission for the City of LaBelle has determined that the requested variance will further the goals and objectives of the City of LaBelle Comprehensive Plan and Land Development Code; and,

WHEREAS, the City Commission for the City of LaBelle has determined that the requested Variance meet the criteria for approval in accordance with Chapter 4, of the Land Development Code; and,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of LaBelle, Florida:

Section 1. The forgoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The above-mentioned request is hereby granted to allow for a variance to allow a for a 5-foot fence within the front yard within the R-1AA zoning district on the subject property located at 471 Fort Thompson, City of LaBelle, Florida, subject to the following conditions:

1. The variance applies only to the subject property described in Exhibit "A."
2. The maximum height of the fence located within the required front yard shall not exceed five (5) feet as generally depicted on the approved site plan and fence detail.

3. The fence shall be constructed substantially in accordance with the submitted ranch-style fence detail consisting of four horizontal wood boards with woven wire attached to the backside.
4. All remaining provisions of the City of LaBelle Land Development Code and applicable Building Code requirements shall be met.
5. A building permit shall be obtained prior to installation of the fence.

Section 3. Severability. In the event that any portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED in regular session this ____ day of _____, 2026.

THE CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

Attest: _____
Tijauna Warner, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Derek Rooney, City Attorney

Vote:	AYE	NAY
Mayor Wilkins	_____	_____
Commissioner Vargas	_____	_____
Commissioner Spratt	_____	_____
Commissioner Holland	_____	_____
Commissioner Ratica	_____	_____

EXHIBIT A
LEGAL DESCRIPTION

THE NORTHWEST ONE-QUARTER OF BLOCK 18, CITY OF LABELLE, ACCORDING TO
THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 47, PUBLIC RECORDS OF
HENDRY COUNTY, FLORIDA.



VARIANCE PETITION
CITY OF LABELLE, FLORIDA

Date Received _____
File Number: VAR 202 -

Petitioner (applicant name): Kirk Matthew Rentz II
Petitioner Address: 471 E. Ft. Thompson Ave., LaBelle, FL 33935
Telephone#: (239) 738-4484 **E-mail:** Matt@HBLWT.com

Agent for Petitioner (if applicable): _____
Address of Agent: _____
Telephone#: _____ **E-mail:** _____

Address/Location of Subject Property: 471 E. Ft. Thompson Ave., LaBelle, FL 33935

Legal Description of Property Involved:
The Northwest one-quarter of BLOCK 18, CITY OF LABELLE, according to the plat thereof, recorded in
Plat Book 1, Page 47, Public Records of Hendry County, Florida.

Existing Zoning: R-1 **Total Acreage/Square Footage of Subject Property:** .59

Current Use of Land: Residential

Appeal from Section Appendix B, § 4-84.4(A) **of the Comprehensive Development Code,**
which requires a maximum fence height of four (4) feet within the required front yard of a residential property.

Findings required. Before making a finding on an application for a variance, the City Commission shall first determine that the proposed variation in the application of this code:

- (a) Unique or peculiar conditions or circumstances exist, which relate to the location, size, and characteristics of the land or structure involved, and are not generally applicable to other lands or structures in the same district.
- (b) The strict and literal enforcement of the zoning section of the land development regulations would create an undue hardship as distinguished from a mere inconvenience on the property owners. Physical handicaps or disabilities of the applicant and other considerations may be considered where relevant to the request.
- (c) The granting of a variance would not be injurious to or incompatible with contiguous uses, the surrounding neighborhood, or otherwise detrimental to the public welfare.
- (d) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property and the conditions cannot reasonably be corrected or avoided by the applicant.
- (e) The requested variance is the minimum modification of the regulation at issue that will afford relief.
- (f) The variance granted will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures, or required improvements under similar conditions.

Summary of Facts

See following page.

[illegible]

The subject property is uniquely situated on Fort Thompson Avenue, a principal east-west connector serving traffic between the City's only river crossing, downtown, eastern LaBelle, and State Road 80. Unlike interior residential streets, the property experiences substantially greater vehicular traffic, speeding, pedestrian activity, and animal traffic. Fort Thompson Avenue sits at an elevation slightly above the subject property, reducing the effective screening and safety afforded by a four-foot fence. Further, because of the placement of the residence on the double-frontage lot, the principal outdoor recreational area for the residence is located within the front and side yards rather than behind the home. These physical characteristics are unique to the property and are not common to most residential lots within the City. Strict application of the four-foot limitation therefore deprives this property of a reasonable level of safety and functional residential use that many other residential properties naturally enjoy because they possess larger rear yards, lower traffic exposure, or both.

The Petitioner and his wife are raising five children at the property (17, 13, 10, 5, 4 months). As a family, they spend a significant amount of time outdoors, and because of the configuration of the property, those everyday activities necessarily occur primarily within the front and side yards adjacent to Fort Thompson Avenue rather than behind the home. The family also maintains three dogs and a small flock of chickens, all of which benefit from a secure enclosure. The combination of frequent speeding traffic, the City's planned sidewalk improvements, regular pedestrian activity, roaming wildlife, and loose hunting dogs presents an unusual safety concern for a family whose primary outdoor living area fronts one of the City's busiest residential thoroughfares. The requested one-foot increase in height is not sought for aesthetics or convenience, but to provide a modest yet meaningful increase in protection that will allow the family to safely use and enjoy their home while remaining consistent with the open character of the proposed ranch-style fence.

The requested variance is consistent with, and advances, the purpose of the City's fence ordinance. Unlike a solid privacy fence, the proposed five-foot ranch-style fence with interior woven-wire mesh is an open, visually permeable design that preserves sight lines, maintains the open character of the neighborhood, and minimizes visual impact. The requested one-foot increase in height provides a meaningful improvement in safety for this uniquely situated property without undermining the objectives of the Comprehensive Development Code. Accordingly, granting the requested variance would further the ordinance's intent, preserve the open character of the neighborhood, and allow this uniquely situated residential property to be safely and reasonably enjoyed as a family home.

Has a public hearing been held on this property in the past twenty-four months? NO

If yes, application number or resolution number:_____

Is this hearing being requested as a result of a violation notice? NO

If yes, to whom was the violation written?_____

NOTE: IF THE PETITIONER WISHES TO BE REPRESENTED BY AN AGENT, THE POWER OF ATTORNEY ON PAGE 4 MUST BE PROPERLY EXECUTED.

IF DRAWINGS PREPARED BY AN ARCHITECTURAL, ENGINEERING OR OTHER FIRM ARE SUBMITTED, THE FIRM MUST EXECUTE THE PERMISSION TO REPRODUCE ON PAGE 5.

ATTEST:

I/We, _____, being first duly sworn, depose and say that we/I are/am the owners of the property described herein and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, all sketches, data, and other supplementary matter attached to and made a part of this application, are true and correct to the best of our knowledge and belief. We/I understand that the information requested on this application must be complete and accurate and that the content of this form, whether computer-generated or City printed shall not be altered.

As property owner I/We, _____ further authorize
 _____ to act as our/my representative in any matters regarding this
 Petition.

 (Signature of Property Owner)

 (Signature of Property Owner)

 (Typed or Printed Name of Owner)

 (Typed or Printed Name of Owner)

State of Florida

County of Hendry

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,

By _____ who is personally known to me or has produced as
 identification.

 (Signature of Notary Public – State of Florida)

 (Print, Type, or Stamp Commissioned
 Name of Notary Public)

PERMISSION TO REPRODUCE: TO BE COMPLETED BY ENGINEER

KNOW ALL MEN THAT I, _____(Title/Name), of the firm of _____, do hereby grant the City of LaBelle permission to reproduce all or a portion of all plans, drawings, etc., submitted in connection with the foregoing petition.

State of Florida
County of Hendry

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ ,
By _____ who is personally known to me or has produced as
identification.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

PROCEDURE:

1. Petitions for variances from zoning requirements may be obtained online at www.citylabelle.com. The petition must be completed and submitted to the City Planner via email: acrespo@rviplanning.com, cc: kimbarselou@citylabelle.com. The required fee can be submitted to City Hall at 481 W. Hickpochee Avenue, LaBelle, or by mail PO Box 458, LaBelle, FL 33975 attn: Kim Barselou
2. **Petitioners are required to arrange a pre-application meeting with the City Planner prior to submittal. Petitioners may arrange an appointment by email: acrespo@rviplanning.com.**
3. Upon sufficiency and review of the application, staff will inform the applicant of the date and time of the public hearing. The City Clerk will give due public notice that a public hearing will be held at a City Commission meeting to consider the request. Owners of property within 750 feet of the site will be notified of the request and invited to comment.
4. Approximately one week before the public hearing, a sign will be placed on the subject property notifying the general public of the hearing.
5. The petitioner or his authorized representative shall appear at the City Commission hearing. The petitioner should be prepared to address the guidelines and standards listed for the variances from the zoning requirements. After considering the recommendation of the staff and comments by the petitioner and the public, the City Commission will approve, deny, or approve the request with conditions.

REQUIRED SUPPORTIVE MATERIALS:

- A. A check made payable to the City of LaBelle for the application fee as stated in the fee schedule to be found at www.citylabelle.com
- B. 1 electronic copy of the application packet to include:
 1. Completed petition form
 2. Proof of ownership
 3. A colored Site Plan, and any other necessary supportive materials. All plans must be at a suitable scale and be no smaller than 8½" x 11" and no larger than 24" x 36" the architectural, engineering or other firm preparing the plans **MUST SIGN** permission to reproduce on Page 5 of the application and have his or her signature notarized; and

The site plan must show all data pertinent to the proposed variance, including at least the following:

1. Date of drawing
2. Scale
3. North arrow

4. Name of person or firm who drew the plan
5. Location of property, property dimensions, abutting rights of way, easements, setbacks, off-street parking, proposed landscaping, existing or proposed structures
6. All properties immediately adjacent to and across an alley or street: show location of building footprints, access points, other significant features
7. If the variance involves the encroachment of required setbacks, the site plan shall locate the structure on the site and the portions that encroach the setback shall be shaded.
8. A residential impact statement petition may also be required.

PLEASE NOTE: If the petition is continued *for any reason*, additional folded plans *may* be required OR, if any changes are made, an additional plans will absolutely be required. The City of LaBelle reserves the right to refuse to accept a petition if incomplete on the filing deadline date. The complete petition may be submitted for the following month's meeting.

METHOD OF APPROVAL:

The intent of granting a variance from zoning requirements is to provide an exemption where special conditions or circumstances exist, which is consistent and in harmony with the intent of the zoning ordinance, which is the most practical or logical solution, and which will achieve equal or greater aesthetic character than a literal interpretation of the zoning ordinance would otherwise produce. In addition, variance petitions shall be assessed for consistency with the surrounding neighborhood and impact on adjacent properties.

PROPOSED POLICY GUIDELINES FOR PRESENTATIONS OF PETITIONS TO THE LABELLE CITY COMMISSION

- A. Petitioner's presentation shall occur first and the petitioner shall have up to 7 minutes (uninterrupted) to present their petition. (Followed by questions from the Commission)
If additional time is requested, the Commission will vote on the request for any additional time prior to the petitioner's presentation.
- B. Staff will analyze the petition. (Followed by questions from the Commission to staff)
- C. Public comment - each speaker will have up to 3 minutes to present their comments on the petition. (Followed by questions from the Commission)
- D. Petitioner will have up to 3 minutes to present any final summation. (Followed by questions from Commissioners for petitioner.)
- E. The Public Hearing will be closed.
- F. Commission discussion/motion/vote.

PLEASE NOTE:

- Commissioners may initiate discussion, or ask questions of any participant, upon conclusion of participant's presentation.
- Questions of an informational nature from the petitioners or public speakers may be asked through the Chair; however, direct questions between witnesses will not be allowed.

TO REQUEST ADDITIONAL TIME TO PRESENT A PETITION

If you believe your petition may require more than 7 minutes to present, please submit your request in writing to the City Clerk estimating the amount of time you anticipate you will need accompanied by a brief explanation of your reason(s) why.

SPECIAL NEEDS FOR EXHIBITS

If you will need special equipment or additional time to set up any exhibits prior to your presentation, please include that information with the submission of your petition.

ABBREVIATIONS

D. & P.U.E. = DRAINAGE & PUBLIC UTILITY EASEMENT
M = MEASURED
R = RECORDED
R&M = RECORDED & MEASURED
R/W = RIGHT OF WAY
WM = WATER METER
C/S = CONCRETE SLAB
C/W = CONCRETE WALK
EM = ELECTRIC METER
I.R. = IRON ROD
FD = FOUND
C OR CL = CENTERLINE
CM = CONCRETE MONUMENT
I.D. = IDENTIFICATION
FIP = FOUND IRON PIPE
TEL = TELEPHONE
UGE = UNDERGROUND ELECTRIC
O.R.B. = OFFICIAL RECORDS BOOK
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.I.D. = PARCEL IDENTIFICATION
WV = WATER VALVE
SCO = SEWER CLEAN OUT

LEGEND

- FOUND CONCRETE MONUMENT
- SET CONCRETE MONUMENT L.B. 7632
- FOUND REBAR AS SHOWN
- SET 1/2" REBAR & CAP L.B. 7632
- FOUND PERMANENT REFERENCE MONUMENT
- FOUND PERMANENT CONTROL POINT
- SET PERMANENT CONTROL POINT
- FOUND NAIL AS SHOWN
- SET NAIL AND DISK L.B. 7632
- POWER POLE
- FIRE HYDRANT
- OVERHEAD POWER LINES
- FENCE
- ELEVATION
- TOP OF BANK

SUBJECT PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AS DEPICTED ON FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY PANEL NO. 120109-0043 D, EFFECTIVE DATE, JULY 6, 2015.

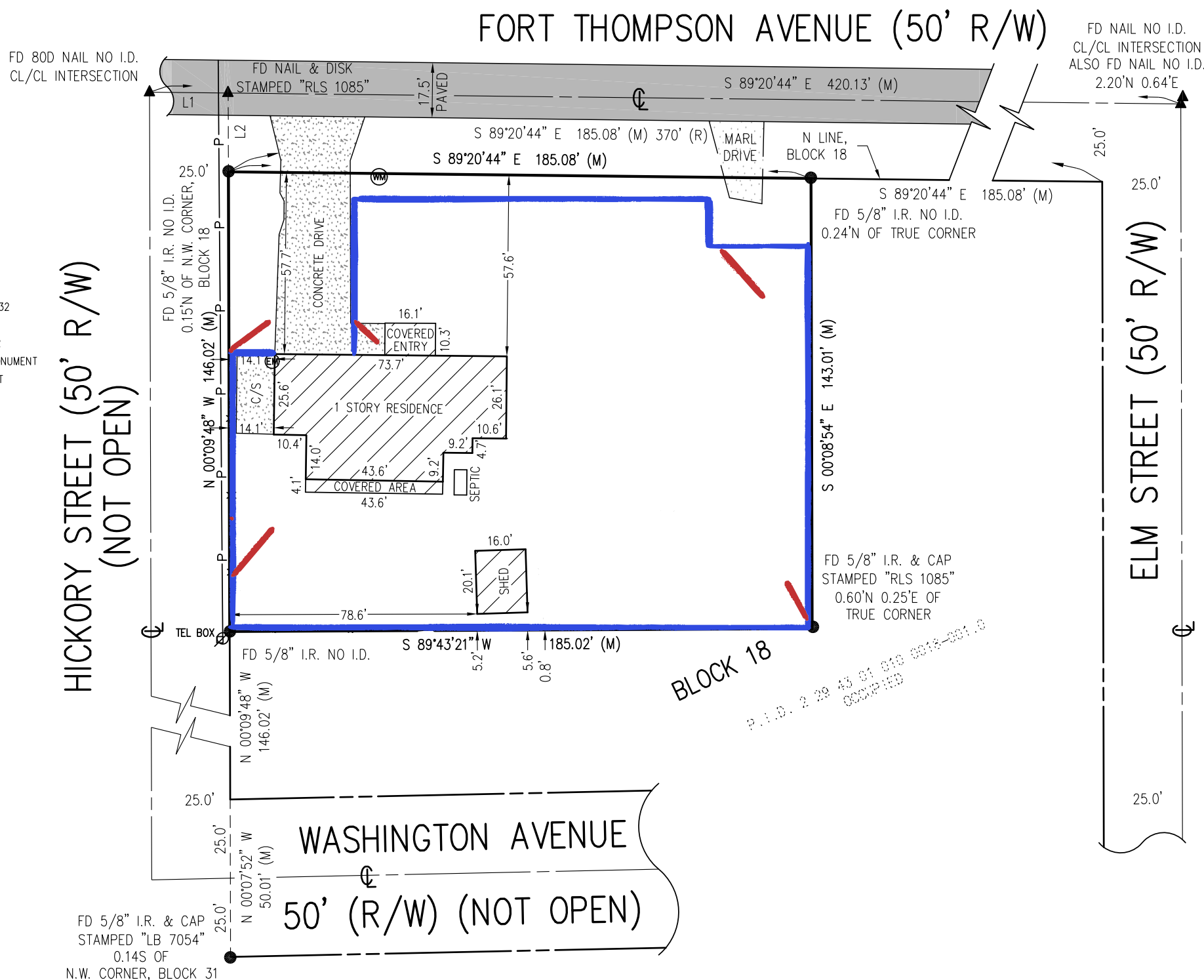
BEARINGS ARE BASED ON THE NORTH LINE OF BLOCK 18, BEARING S 89°20'44" E (ASSUMED).

DESCRIPTION:
THE NORTHWEST ONE-QUARTER OF BLOCK 18, CITY OF LABELLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 47, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

CERTIFICATIONS:
K. MATTHEW RENTZ II
LILLIE B. RENTZ

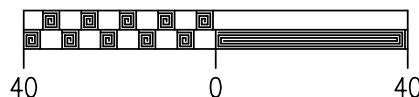
SURVEYOR'S NOTES

- UNLESS OTHERWISE NOTED THERE ARE NO VISIBLE IMPROVEMENTS OTHER THAN THE SUBSTANTIAL VISIBLE IMPROVEMENTS SHOWN.
- THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
- THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
- ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- OWNERSHIP OF ANY FENCE SHOWN HEREON IS UNKNOWN.
- THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A FULL AND ACCURATE TITLE REPORT.
- THE SURVEY IS CERTIFIED TO THE LAST DATE OF FIELD WORK, NOT THE DATE OF SIGNATURE.
- UNDERGROUND IMPROVEMENTS, FOUNDATIONS, AND/OR UTILITIES, IF ANY, WERE NOT LOCATED AS PART OF THIS SURVEY.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
- NO ENCROACHMENTS WERE FOUND, ABOVE OR BELOW GROUND, UNLESS INDICATED HEREON.
- NO BEARINGS PROVIDED ON THE PLAT OF THE CITY OF LABELLE, AS RECORDED IN PLAT BOOK 1, PAGE 47, VALUES SHOWN HEREON ARE ASSUMED.



MEASURED LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°20'44" E	24.95'
L2	N 00°09'48" W	25.00'

SCALE: 1" = 40'



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
FOR: H.L. BENNETT & ASSOCIATES, INC. LB #7632

H.L. BENNETT, FLORIDA REG. NO. 3403
HAL L. BENNETT FLORIDA REG. NO. 6546

DATE



H. L. BENNETT & ASSOCIATES, INC.

241 YEOMANS AVENUE - P.O. DRAWER 2137
LABELLE, FLORIDA 33975 PH (863) 675-8882

BOUNDARY SURVEY
OF A PARCEL IN
SECTION 4, TOWNSHIP 43 S, RANGE 29 E.
HENDRY COUNTY, FLORIDA

RESOLUTION 2026 - 24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN HENDRY COUNTY AND THE CITY OF LABELLE FOR ANIMAL CONTROL SERVICES FOR UNINCORPORATED EAST HENDRY COUNTY; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of LaBelle ("City") and Hendry County ("County") entered into an Interlocal Agreement on October 14, 2025, for the provision of animal control services within unincorporated East Hendry County; and

WHEREAS, the current Interlocal Agreement is scheduled to expire on September 30, 2026; and

WHEREAS, on July 1, 2026, the Property Appraiser of Hendry County, Florida served the upon the City a Certification of Taxable Value, certifying to the City the 2026 taxable value within the City's jurisdiction; and

WHEREAS, the City and County desire to amend the Interlocal Agreement to extend the term through September 30, 2027, and continue providing animal control services during Fiscal Year 2026-2027; and

WHEREAS, pursuant to the Amendment, Hendry County shall provide funding in the amount of \$336,943 for Fiscal Year 2026-2027, subject to the terms and conditions contained therein; and

WHEREAS the City Commission has reviewed the proposed Amendment and finds that approving the Amendment is in the best interest of the City of LaBelle and the residents of Hendry County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LABELLE , FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" paragraphs are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Amendment. The City Commission hereby approves the Amendment to the Interlocal Agreement between Hendry County and the City of LaBelle for Animal Control Services for Unincorporated East Hendry County, substantially in the form attached hereto as Exhibit "A."

Section 3. Authorization. The Mayor is hereby authorized to execute the Amendment, together with such non-substantive changes as may be approved by the City Attorney, and the City Clerk is authorized to attest the Mayor's signature and take all actions necessary to implement this Resolution.

Section 4. Conflict. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

DULY ADOPTED by the City Commission of the City of LaBelle, Florida, on this 13th day of August 2026.

Julie C. Wilkins, Mayor

ATTEST:

Tijauna Warner, MPA, MMC, Deputy City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Derek Rooney, City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Holland
Commissioner Spratt
Commissioner Vargas
Vice Mayor Ratica
Mayor Wilkins

_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)

Exhibit “A”

Animal Control Interlocal Agreement between Hendry County and City of LaBelle

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN HENDRY COUNTY
AND THE CITY OF LABELLE FOR ANIMAL CONTROL SERVICES FOR
UNINCORPORATED EAST HENDRY COUNTY, FLORIDA**

This Amendment to the Interlocal Agreement between Hendry County and the City of LaBelle for Animal Control Services for Unincorporated Hendry County is made and entered into the _____ day of _____, 2026, by and between Hendry County, hereinafter referred to as the "County", and the City of LaBelle, hereinafter referred to as the "City".

WHEREAS, County and City entered into an interlocal agreement for animal control services for unincorporated East Hendry County on October October 14, 2025; and

WHEREAS, the Agreement expires on September 30, 2026; and

WHEREAS, the parties desire to extend the Agreement for an additional one year term to expire on September 30, 2027.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree to amend the Contract as follows:

1. The foregoing statements are accepted as true and correct and are adopted by the parties.
2. Said agreement is hereby mutually agreed to be extended through September 30, 2027, and cover fiscal year 2026-2027.
3. Section 6 of said Agreement is amended as follows (deletions shown by strikethroughs and additions shown by underlines):

6. Funding and Audit:

(a) Funding: For Fiscal year ~~2025/2026~~ 2026/2027, County shall provide the funds necessary to provide animal control services in the service area in the amount of \$336,943 paid in equal quarterly payments on or before October 1, ~~2025~~ 2026, January 1, ~~2026~~ 2027, April 1, ~~2026~~ 2027 and July 1, ~~2026~~ 2027. If there is a deficit at any time during the term of this Agreement, City will solely responsible for funding that deficit. The City may retain 10% of the funding provided by the County to cover its administrative costs.

(b) Audit: City shall provide County a report by April 15, ~~2026~~ 2027 to determine the actual expenses from October 1, ~~2025~~

2026 through March 31, ~~2026~~ 2027 as a progress report and to allow the Parties to prepare budgets for continued services in future years. At the conclusion of the term the Animal Control Department will be audited in connection with the annual audit of City to determine the actual expenses during the immediately preceding fiscal year. A copy of said audit shall be provided to County promptly upon its completion. Any funds not expended will be returned to the County minus a 10% retainage administrative cost of the original funding amount.

4. In all other ways the Contract is ratified and confirmed by the parties.

IN WITNESS WHEREOF the parties have set their hands and seals effective the date first above written.

ATTEST:

Kimberley Barrineau, Clerk

HENDRY COUNTY

By:_____

Ramon Iglesias, Chair

CITY OF LABELLE, FLORIDA

By:_____

_____, Mayor

By:_____

Printed name: _____

Title:_____

RESOLUTION NO. 2026 - 25**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING FINAL RATES FOR PROVIDING FIRE PROTECTION, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of LaBelle, Hendry County, Florida has determined there is a continuing need for fire protection and all services related thereto, in the incorporated area of the City of LaBelle; and

WHEREAS, fire protection services requires funding in order to adequately perform its duties of fire suppression, fire protection, inspections, and first response medical services to serve and protect the residents of the City; and

WHEREAS, the City Commissioners, at a Special Meeting held on December 29, 1988 adopted Ordinance No. 88-6 empowering the City of LaBelle to set rates for fire protection; and

WHEREAS, by the passage of said ordinance, codified in Chapter 6 of the LaBelle Code, the City Commission resolved and determined that it would be in the common interest of the City of LaBelle citizens and a special benefit to all real property owners within the territorial boundaries of the City of LaBelle; and

WHEREAS, properties within the City are directly benefitted by such services through increased public safety and lower insurance premiums for property served; and;

WHEREAS, the City has updated its proposed rates based on current and necessary costs for providing fire protection services;

WHEREAS, a public hearing was held on August 13, 2026, to allow property owners to protest the proposed rate structure; and

WHEREAS, the City Commission found it was a valid government purpose and a public necessity to enact the aforesaid ordinance for the purpose of providing fire protection and all services to the incorporated area of the City of LaBelle.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization and Approval. The City Commission of the City of LaBelle hereby adopts, authorizes and approves the preliminary setting of the Fire Protection Rates, as set forth in Exhibit “A” hereto.

Section 3. Authority of the Mayor. The Mayor is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Repealer. All Resolutions or parts of Resolutions in conflict herewith be and same are hereby repealed.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 13th day of August 2026.

Julie C. Wilkins, Mayor

ATTEST:

Tijauna Warner, MPA, MMC, Deputy City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Derek Rooney, Esq.
City Attorney

VOTE:

Commissioner Holland	_____ (Yes)	_____ (No)
Commissioner Ratica	_____ (Yes)	_____ (No)
Commissioner Spratt	_____ (Yes)	_____ (No)
Commissioner Vargas	_____ (Yes)	_____ (No)
Mayor Wilkins	_____ (Yes)	_____ (No)

Exhibit “A”

Fire Protection Rates

(ATTACHED)

FIRE PROTECTION RATES

VACANT RESIDENCE	\$47.4504 PER BUILDING SITE
SINGLE FAMILY	\$321.38 PER UNIT
DUPLEXES, TOWN HOUSES, APARTMENTS, TRIPLEXES, CONDOMINIUMS, ETC.	\$321.38 PER UNIT
VACANT MOBILE HOMES OR RV LOT	\$47.4504 PER SITE
IMPROVEMENT MOBILE HOME OR RV LOT	\$321.38 PER SITE
VACANT COMMERCIAL AND INDUSTRIAL	\$47.4504 PER BUILDING SITE
IMPROVED COMMERCIAL AND INDUSTRIAL	\$.2161 PER SQUARE FOOT
VACANT ACREAGE	\$.5271 PER BUILDING ACRE

RESOLUTION NO. 2026 - 26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING FINAL RATES FOR PROVIDING POLICE PROTECTION, PROVIDING SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of LaBelle, Hendry County, Florida has determined that a need exists for police protection and all services related thereto, in the incorporated area of the City of LaBelle; and

WHEREAS, the City Commissioners, at a Special Meeting held on December 14, 1988 adopted Ordinance No. 88-7 empowering the City of LaBelle to establish rates for police protection; and

WHEREAS, by the passage of said ordinance, codified in Chapter 12.5 of the LaBelle Code, the City Commission resolved and determined that it would be in the common interest of the City of LaBelle citizens that police protection be provided and that the furnishing of police protection is a special benefit to all real property owners within the territorial boundaries of the City of LaBelle; and

WHEREAS, a public hearing was held on August 13, 2026, to allow property owners to protest the proposed rate structure; and

WHEREAS, the City Commission found it was a valid government purpose and a public necessity to enact the aforesaid ordinance for the purpose of providing police protection and all services to the incorporated area of the City of LaBelle.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization and Approval. The City Commission of the City of LaBelle hereby adopts, authorizes and approves the preliminary setting of the Police Protection Rates, as set forth in Exhibit “A” hereto.

Section 3. Authority of the Mayor. The Mayor is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Repealer. All Resolutions or parts of Resolutions in conflict herewith be and same are hereby repealed.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 13th day of August 2026.

Julie C. Wilkins, Mayor

ATTEST:

Tijauna Warner, MPA, MMC, Deputy City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Derek Rooney, Esq.
City Attorney

VOTE:

Commissioner Holland	_____ (Yes)	_____ (No)
Commissioner Ratica	_____ (Yes)	_____ (No)
Commissioner Spratt	_____ (Yes)	_____ (No)
Commissioner Vargas	_____ (Yes)	_____ (No)
Mayor Wilkins	_____ (Yes)	_____ (No)

Exhibit “A”

Police Protection Rates

(ATTACHED)

POLICE PROTECTION RATES

VACANT RESIDENCE	\$21.3304 PER BUILDING SITE
SINGLE FAMILY	\$62.3992 PER UNIT
DUPLEXES, TOWN HOUSES, APARTMENTS, TRIPLEXES, CONDOMINIUMS, ETC.	\$62.3992 PER UNIT
VACANT MOBILE HOMES OR RV LOT	\$11.1427 PER SITE
IMPROVEMENT MOBILE HOME OR RV LOT	\$62.3992 PER SITE
VACANT COMMERCIAL AND INDUSTRIAL LOTS	\$11.1427 PER BUILDING SITE
IMPROVED COMMERCIAL AND INDUSTRIAL	\$.0968 PER SQUARE FOOT
ADDITIONAL IMPROVED COMMERCIAL AND INDUSTRIAL (ALCOHOLIC BEVERAGE AND OUTSIDE SALES)	\$118.8558 PER UNIT
VACANT ACREAGE (\$MIN. \$7.0349)	\$.1123 PER BUILDING ACRE

RESOLUTION NO. 2026 - 27**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING FINAL RATES FOR PROVIDING RECREATION FACILITIES, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of LaBelle, Hendry County, Florida has determined that a need exists for recreational facilities and services, and all services related thereto, in the incorporated area of the City of LaBelle; and

WHEREAS, the City Commissioners, at a Special Meeting held on December 29, 1988, adopted Ordinance No. 88-8 empowering the City of LaBelle to establish rates; and

WHEREAS, by the passage of said ordinance, codified in Chapter 13, Article III, of the LaBelle Code, the City of LaBelle resolved and determined that it would be in the common interest of the City of LaBelle citizens that recreational facilities and services, be provided for the incorporated area of the City of LaBelle; and

WHEREAS, the furnishing of recreational facilities and services, in accordance with the purposes of the aforementioned ordinance has been determined to be a special benefit to all real property owners within the territorial boundaries of the City of LaBelle; and

WHEREAS, the City Commissioners of the City of LaBelle, Hendry County, Florida, desire to promote the orderly and safe development of the City through the provision of recreational facilities and services; and

WHEREAS, a public hearing was held on August 13, 2026, to allow property owners to protest the proposed rate structure; and

WHEREAS, the City Commission found it a was valid government purpose and a public necessity to enact the aforesaid ordinance for the purpose of providing recreational facilities and services to the incorporated area of the City of LaBelle.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization and Approval. The City Commission of the City of LaBelle hereby adopts, authorizes and approves the final setting of the Recreation Facilities Rates, as set forth in Exhibit “A” hereto.

Section 3. Authority of the Mayor. The Mayor is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Repealer. All Resolutions or parts of Resolutions in conflict herewith be and same are hereby repealed.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 13th day of August 2026.

Julie C. Wilkins, Mayor

ATTEST:

Tijauna Warner, MPA, MMC, Deputy City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Derek Rooney, Esq.
City Attorney

VOTE:

Commissioner Holland	_____ (Yes)	_____ (No)
Commissioner Ratica	_____ (Yes)	_____ (No)
Commissioner Spratt	_____ (Yes)	_____ (No)
Commissioner Vargas	_____ (Yes)	_____ (No)
Mayor Wilkins	_____ (Yes)	_____ (No)

Exhibit “A”

Recreation Facilities Rates

(ATTACHED)

RECREATIONAL FACILITIES RATES

VACANT RESIDENCE	\$-0- PER BUILDING SITE
SINGLE FAMILY	\$125.00 PER UNIT
DUPLEXES, TOWN HOUSES, APARTMENTS, TRIPLEXES, CONDOMINIUMS, ETC.	\$125.00 PER UNIT
VACANT MOBILE HOMES OR RV LOT	\$-0- PER SITE
IMPROVEMENT MOBILE HOME	\$125.00 PER SITE
VACANT COMMERCIAL AND INDUSTRIAL LOTS	\$-0- PER BUILDING SITE
IMPROVED COMMERCIAL AND INDUSTRIAL	\$-0- PER SQUARE FOOT
VACANT ACREAGE	\$-0- PER BUILDING ACRE
RECREATIONAL VEHICLES RENTAL PARKS	\$62.50 PER SITE
HOTEL/MOTEL ROOM	\$62.50 PER ROOM

RESOLUTION NO. 2026 - 28**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING FINAL RATES FOR PROVIDING STREET LIGHTING, PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of LaBelle, Hendry County, Florida has determined that a need exists for street lighting to promote the orderly and safe development of property, in the incorporated area of the City of LaBelle; and

WHEREAS, the City Commissioners, at a Special Meeting held on December 29, 1988, adopted Ordinance No. 88-9 empowering the City of LaBelle to set rates for the provision of street lighting; and

WHEREAS, by the passage of said ordinance, codified in Chapter 14 of the LaBelle Code, the City Commission resolved and determined that the furnishing of street lighting, in accordance with the purposes of the aforementioned code provisions has been determined to be a special benefit to all real property owners within the incorporated boundaries of the City of LaBelle; and

WHEREAS, a public hearing was held on August 13, 2026 to allow property owners to protest the proposed rate structure; and

WHEREAS, the City Commission has found the provision of street lighting to be a valid governmental purpose and a public necessity to the inhabitants of the incorporated areas of the City of LaBelle.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization and Approval. The City Commission of the City of LaBelle hereby adopts, authorizes and approves the establishment of the Street Lighting Rates assessments as follows:

1. Thirty-seven cents (\$0.37) per foot of front street footage per parcel of land abutting a street within the incorporated boundaries of the City of LaBelle.

Section 3. Authority of the Mayor. The Mayor is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Repealer. All Resolutions or parts of Resolutions in conflict herewith be and same are hereby repealed.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 13th day of August 2026.

Julie C. Wilkins, Mayor

ATTEST:

Tijauna Warner, MPA, MMC, Deputy City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Derek Rooney, Esq.
City Attorney

VOTE:

Commissioner Holland	_____ (Yes)	_____ (No)
Commissioner Ratica	_____ (Yes)	_____ (No)
Commissioner Spratt	_____ (Yes)	_____ (No)
Commissioner Vargas	_____ (Yes)	_____ (No)
Mayor Wilkins	_____ (Yes)	_____ (No)



CITY OF LABELLE, FLORIDA
Planning Staff Report
For Wawa
Comprehensive Plan Amendment
and Planned Unit Development Rezone

TYPE OF CASE: Comprehensive Plan Amendment, & PUD Rezone

STAFF REVIEWER: Patty Kulak

DATE: August 13, 2026

APPLICANT: ComTerra Development

AGENT: Daniel DeLisi, AICP, DeLisi, Inc.

REQUEST: Amend the City of LaBelle Comprehensive Plan Future Land Use Map designation for a 1.58± acre assemblage generally located at the northwest corner of West Hickpochee Avenue (SR 80) and North Main Street (SR 29), from “Downtown District” to “Commercial” future land use; and amend the City of LaBelle Zoning Map to rezone the subject property from Business Professional (B-1) (formerly Planned Unit Development (PUD)) and Downtown Business District (DBD) to the Planned Unit Development (PUD) zoning district, to facilitate redevelopment of the site consistent with the proposed commercial land use.

LOCATION: 10 West Hickpochee Avenue

PROPERTY SIZE: 1.58+/-acres

FUTURE LAND USE DESIGNATION, CURRENT ZONING AND LAND USE:

Existing Future Land Use Designation:	Downtown District
Existing Zoning:	Business Professional (B-1) and former Trading Post PUD; and Downtown Business District (DBD)
Land Use:	Vacant

SURROUNDING LAND USE:

North:	FLU –	Downtown District
	Zoning –	Downtown Business District

	Land Use –	Office
South:	FLU –	Commercial
	Zoning –	Business (B-2)
	Land Use –	Public Right-of-way (SR 80); Commercial - Restaurant
East:	FLU –	Downtown District
	Zoning –	Downtown Business District
	Land Use –	Public Right-of-way (SR 29/Main Street); Commercial - Retail
West:	FLU –	Downtown District
	Zoning –	Downtown Business District
	Land Use –	Public Right-of-way (College Street); Commercial - Retail

STAFF NARRATIVE:

ComTerra Acquisitions, LLC (“Applicant”) is requesting approval of the following actions for the proposed Wawa development within the City of LaBelle:

1. Amend the City of LaBelle Comprehensive Plan Future Land Use Map to change the subject property’s designation from Downtown District to Commercial in order to allow for the redevelopment of the site with a convenience store and fuel pumps;
2. Rezone the subject property from Business Professional (B-1) and Downtown Business District (DBD) zoning classifications to a new Planned Unit Development (PUD) specific to the proposed use, along with a Master Concept Plan (MCP) for a XXX SF convenience store with up to 12 fuel pumps and uses, as identified in the Schedule of Uses.

CHANGES FROM JULY LPA:

From discussions during the July Local Planning Agency hearing the following revisions have been made include increasing the allowable fueling area to six (6) pumps with twelve (12) fueling positions, revising the dumpster setback to 20 feet to align with the revised Master Concept Plan, and clarifying the prohibition on commercial truck fueling while adding restrictions on truck idling and overnight parking. Additional conditions have also been incorporated to require right-in/right-out-only access to and from North Bridge Street, along with the extension of a five-foot-wide sidewalk along North Main Street and North Bridge Street to West Oklahoma Avenue to enhance pedestrian connectivity. These revisions reflect comments and discussion received during the July Local Planning Agency meeting and further refine the proposed development and its operational standards.

CHANGES FROM FEBRUARY LPA:

Since the February Local Planning Agency meeting, the applicant has submitted a revised site plan in response to comments from the Board and staff regarding site layout, circulation, and overall compatibility with the surrounding downtown context. Revisions include removal of the proposed fly-through lane, relocation of the dumpster enclosure, modifications to internal vehicular circulation, and a reduction in the overall operational intensity of the site through refinement of the fueling layout. Updated architectural elevations have also been provided showing alternative façade material options, along with supplemental landscape and site exhibits to further illustrate the revised development concept. These materials are intended to assist the Board in evaluating how the revised proposal addresses prior concerns related to aesthetics, buffering, access, and the project’s relationship to the surrounding built environment.

BACKGROUND

The subject property consists of approximately 1.58 acres of land located within the City of LaBelle, along the north side of State Road 80 (Hickpochee Avenue) between College Street and North Main Street. The site is situated near the historic center of the City and occupies a prominent location along a major east–west arterial transportation corridor. The property was previously developed with strip commercial uses and zoned Planned Unit Development (Trading Post PUD), but has since been cleared and is currently vacant. The Trading Post PUD was approved per Ordinance 2008-13 and allowed for a mix of residential and commercial uses, including convenience store with fuel pumps (see PUD ordinance in Attachments). The PUD has expired and the zoning has reverted back to the B-1 zoning district, which applied prior to the PUD approval in 2008.

The subject property is presently designated Downtown District on the City of LaBelle Future Land Use Map and is zoned Planned Unit Development (PUD) and Downtown Business District (DBD). Surrounding development is predominantly commercial in nature, with commercial zoning and uses located to the south, east, and west. Properties on the south side of SR 80 are within the Commercial future land use category and have built out with “fast food” restaurants, shopping plazas, medical office and similar uses. Properties to the north include smaller-scale office and commercial uses within the Downtown Business District. The site’s location along State Road 80 places it within a high-volume vehicular corridor that serves both local and regional traffic.

The Applicant proposes to amend the Future Land Use Map to Commercial and rezone the property to a new PUD to allow for redevelopment of the site with a convenience store and up to 12 fuel pumps, including ancillary food and beverage services. The proposed development includes approximately 7,000 square feet of commercial floor area and associated site improvements. The requested land use and zoning changes are intended to facilitate reinvestment in a long-vacant parcel and align the property’s entitlement framework with the surrounding commercial context along State Road 80.

COMPREHENSIVE PLAN AMENDMENT REQUEST

The subject property is currently designated Downtown District (DBD) on the City of LaBelle Future Land Use Map. This category was adopted into the Comprehensive Plan in the early 2000’s after an extensive City-initiated visioning process aimed at encouraging redevelopment and investment in Downtown and protection of the historical significance of the district. The Applicant is requesting a Comprehensive Plan Amendment to change the Future Land Use designation to Commercial in order to allow redevelopment of the site with a convenience store and fuel pumps, including ancillary food and beverage services. While the DBD FLU does not permit auto-oriented development such as gas stations, the requested Commercial designation allows for much broader commercial retail uses and is primarily designated along SR 80 and SR 29.

All properties immediately surrounding the subject site on the north side of SR 80 are located within the DBD FLU. However, the applicant states the removal of the subject property from the Downtown District would not create future land use boundary changes that are inconsistent with the intent of the district. The applicant justifies this request by stating the Downtown District is characterized by auto-oriented commercial development along State Road 80, rather than a pedestrian-focused downtown environment. They note the Commercial future land use category more accurately reflects the functional and physical characteristics of this corridor.

Overall, the applicants requested Comprehensive Plan Amendment is intended to facilitate reinvestment in an underutilized parcel, align future land use with the existing development pattern

along State Road 80, and support continued commercial activity within downtown LaBelle without undermining the overall intent of the Downtown District. While the Commercial FLU request is consistent with the existing commercial development pattern along State Road 80 and the intensity of surrounding uses, it is a policy decision of the Commission to determine if this site is properly designated as DBD due to proximity to the downtown core and other long-range planning objectives relating to mobility, aesthetics and community-serving land uses.

PUD REZONING REQUEST

The subject property, consisting of approximately 1.58 acres, is currently zoned B-1 (expired PUD) and Downtown Business District (DBD). The existing zoning framework was established for prior commercial development on the site, which has since been removed, leaving the property vacant. The Applicant is requesting approval of a new PUD zoning district to allow for redevelopment of the property in a manner that is tailored to the proposed use and consistent with the requested Commercial future land use designation.

The proposed PUD is intended to accommodate a commercial development consisting of approximately 7,000 square feet of building area, including a convenience store with fuel pumps and ancillary food and beverage services, as identified in the Schedule of Uses. The PUD zoning framework would establish site-specific development standards and permitted uses to address the site's location along State Road 80 and its proximity to surrounding Downtown commercial development.

The Applicant states that the PUD zoning district provides an appropriate mechanism to ensure compatibility with adjacent properties while allowing flexibility in site design, circulation, and operational characteristics associated with a convenience store and fuel service use. The proposed PUD would replace a long-vacant commercial site with an active commercial use intended to serve nearby residents, downtown businesses, and the traveling public.

Access

Primary access to the subject property is proposed from College Street and Main Street, with the site also fronting State Road 80 (Hickpochee Avenue), via four (4) separate access points). The proposed site plan includes two full-access driveways on College Street, one full-access driveway on Main Street, and one right-in/right-out driveway on Main Street, designed to distribute traffic efficiently and minimize operational conflicts. No direct vehicular access is proposed from State Road 80.

As part of the proposed redevelopment, the Applicant is requesting vacation of the Yeomans Avenue right-of-way, which currently traverses the site east to west. Elimination of Yeomans Avenue will require approval of a public right-of-way vacation by the City. The Applicant states that vacating this right-of-way is necessary to accommodate a cohesive site layout, internal circulation, and safe access management consistent with the proposed use. Review staff have expressed concerns for eliminating cross access through the site that serves the neighborhood to the west and can relieve SR 80 during any roadway closures due to accidents, improvements, events, etc.

A Transportation Impact Statement submitted by the Applicant evaluates the proposed access configuration and concludes that the surrounding roadway network will continue to operate at acceptable levels of service with the proposed development. All access points are subject to final engineering review and approval by the City of LaBelle and any applicable reviewing agencies to ensure compliance with adopted access management, safety, and operational standards. The Applicant has consulted with FDOT and provided pre-application meeting notes indicating the proposed access is acceptable.

Please note in the conditions section of this report and draft ordinance, Staff has provided conditions of approval for the PUD, if the Commission approved the future land use map redesignation to Commercial. Comprehensive Plan Amendments cannot be conditioned. A condition has been provided requiring the vacation of the Yeomans Avenue right-of-way prior to issuance of a site construction permit. If at such time, the vacation is not approved, the Applicant must amend the MCP via the public hearing process to address changes in site design.

Landscape Buffers

The proposed development includes perimeter and interior landscaping consistent with the applicant's submitted Landscape Plan.

North, East, and West Property Lines:

- Type A landscape buffers with a minimum width of 10 feet are provided along the north, east, and west property lines.
- These buffers include required canopy trees and continuous double hedgerows intended to provide screening of parking, service, and vehicular use areas.
- Existing mature vegetation is proposed to be preserved where feasible and utilized toward applicable landscape credit requirements.

South Property Line (State Road 80 Frontage):

- A 15-foot-wide landscape buffer is proposed along the State Road 80 frontage.
- The frontage buffer includes canopy trees, a continuous double hedgerow, and a raised berm intended to provide enhanced screening along the corridor and improve the visual appearance of the site from the public right-of-way.

Interior Landscaping:

- Building foundation landscaping and parking lot planting areas are distributed throughout the site.
- Additional landscape islands, shrub beds, and preserved tree canopy are incorporated to soften paved areas and provide visual relief within the site.

Overall, the proposed landscape improvements are intended to enhance visual compatibility, provide screening of site improvements, and integrate the development with the surrounding corridor. Staff notes that the revised landscape plan reflects enhancements made in response to prior review comments, particularly along State Road 80 and the perimeter buffers, to strengthen the project's streetscape appearance and buffering from adjacent properties.

Compatibility

The subject property is located, an area historically characterized by a compact, walkable development pattern with a mix of commercial, civic, institutional, and educational uses. Surrounding development within the Downtown District is oriented toward pedestrian activity, short internal trips, and direct access between uses, including nearby schools, offices, retail establishments, and civic destinations. Surrounding development on the south side of SR 80 are designated Commercial FLU and are developed with more intensive auto-oriented uses, as well as commercial retail and medical office.

The proposed removal of the subject property from the Downtown Business District (DBD) and redevelopment with a fast-casual convenience retailer and fuel service use introduces compatibility considerations relative to the surrounding neighborhood. While the surrounding area contains commercial uses, the downtown context differs from more auto-oriented commercial corridors elsewhere along SR 80 and throughout the city. The proposed use is primarily vehicle-focused and

designed to serve regional traffic along State Road 80, which contrasts with the pedestrian-scaled character traditionally associated with the downtown core.

From a pedestrian compatibility perspective, the proposed development raises concerns due to increased vehicular movements, multiple drive aisles, and fuel service operations within an area that experiences heavy foot traffic. Adjacent and nearby uses, including schools and downtown-serving commercial and office establishments, rely on safe and convenient pedestrian circulation. The intensity and configuration of vehicular access associated with a convenience store and fuel pumps may create potential conflicts between vehicles and pedestrians within the downtown environment.

Although the applicant has incorporated site design features such as landscaping and sidewalks to improve site integration, the overall site layout and operational orientation remain primarily auto-oriented in a location that functions as a pedestrian-focused gateway to the downtown area. Based on the current configuration, the relationship between building placement, fuel service areas, vehicular circulation, and pedestrian activity presents compatibility concerns within the downtown context. Staff notes that modifications to the site layout, including adjustments to building orientation, screening of fuel operations, and circulation design, could potentially reduce these impacts. However, as proposed, the development differs from the pedestrian-scaled development pattern that characterizes the Downtown District and raises concerns related to pedestrian safety, walkability, and consistency with the established downtown character.

Architecture & Site Layout

The Applicant has provided the enclosed Architectural renderings of the convenience store (and not the fuel canopy) demonstrating a brick façade and other elements indicative of traditional architectural style. Staff recommends an alternative style of building and fuel canopy indicative of the City's adopted "Old Florida" vernacular. Staff is also recommending consideration of an alternative site layout where the convenience store fronts on SR 80 and the fuel canopies are located to the rear or side of the building to mitigate visual impacts on the corridor and make the frontage more pedestrian-scaled and accessible.

As noted above, the fundamental decision to be made by the City Commission is the site's appropriateness to remain in DBD FLU due to proximity to downtown and the prime location at a key intersection serving as a gateway to the historical downtown, or assign the Commercial FLU due to its frontage on SR 80, which is inherently an auto-oriented roadway carrying vehicles and freight from across the region.

Comprehensive Plan Consistency:

The following is an analysis of the request's consistency with the following objectives and policies of the City's Comprehensive Plan as follows:

Future Land Use Policy 1.2.1

The applicant states that the proposed redevelopment will support varied and balanced growth within the City by reinvesting in a long-vacant property located in the downtown area. The project is intended to enhance the City's fiscal base through new commercial activity and job creation while improving the physical condition of an underutilized site. By introducing a commercial use that serves both local residents and regional traffic, the applicant asserts the project contributes to employment opportunities and economic activity consistent with the City's goal of promoting balanced growth that supports community needs.

Policy 1.3.3 Downtown District Land Use Category

The Comprehensive Plan notes this category is “primarily intended to encourage, support, and enhance Downtown LaBelle as the most high-intensity office and employment area of LaBelle. The Downtown District supports mixed-use (office combined with hotel, residential, and other uses) development as important components of the area’s vitality. Emphasis is on the integration of commercial, residential, entertainment, civic, institutional and public spaces. A broad array of compatible uses, including retail, restaurants and cafes, residential, office, cultural, educational and indoor recreation is permitted, with active ground floor uses. The Caloosahatchee River and Barron Park will serve as the key focal points of the Downtown, essentially becoming the downtown’s front porch. Building intensities will support small town urban design as well as provide livability goals such as walkability and community gathering places and will build upon the natural features and historic assets of LaBelle to promote richness and diversity.

The proposed development will have food service and elements of a restaurant, in line with the intent of the Downtown District. Through enhancements to the site design, buffers and architecture, the proposal may be able to demonstrate compatibility with the intent for walkability, public spaces, and small town urban design. The policy notes the site is not within the key focal point of the Downtown, providing greater flexibility in terms of the intent for the site versus properties on South Bridge Street, for example. The Downtown Review Committee reviewed the submittal document on July 10, 2025 and felt that unless substantial changes were made to the site and architectural theme the committee could not support the request.

Policy 1.3.4 Commercial Land Use Category

The applicant states that the proposed project is consistent with Policy 1.3.4 in that the subject property is located along State Road 80, a corridor specifically identified for the Commercial Land Use Category. The proposed use - a convenience store with fuel pumps and ancillary food and beverage services—is a commercial use that is auto-oriented in scale and typology, consistent with development patterns anticipated along State Road 80.

The proposed development complies with the maximum Floor Area Ratio (FAR) of 1.0, with approximately 7,000 square feet of building area on a 1.58-acre site, and does not include any residential component. As such, the project is consistent with the policy provisions limiting residential development within the Commercial category and prohibiting new single-family residential uses.

The applicant further states that the project incorporates access management principles consistent with the policy, including shared and consolidated ingress and egress points from local streets rather than direct access from State Road 80. Pedestrian accommodations, landscaping, and site design elements are proposed in accordance with applicable Land Development Code standards to respect pedestrian and alternative transportation modes while accommodating an auto-oriented commercial use.

Overall, the applicant asserts that the proposed Commercial future land use designation and associated development are consistent with the intent and requirements of Policy 1.3.4 by supporting auto-oriented commercial activity along State Road 80 within an urban setting while adhering to established intensity, use, and access management standards.

As noted throughout this report, Staff appreciates the site’s location on the SR 80 frontage in proximity to similar auto-oriented commercial uses. However, the site is also proximate to the City’s Downtown and was incorporated into the DBD FLU as part of a policy decision by a different Commission

approximately 2 decades ago. Thus, consistency with the Commercial FLU is largely a policy decision by the Commission.

Traffic Circulation Element Policy 2.5.2 & 2.5.3

The applicant has submitted a Traffic Impact Study (TIS) for the proposed project, demonstrating that adjacent roadway segments along State Road 80 will continue to operate at an acceptable Level of Service with the proposed project impacts. Specific requirements for driveway access and potential turn-lane improvements will be evaluated in coordination with the Florida Department of Transportation (FDOT) during the permitting phase. At this time, the analysis provided does not indicate the need for significant off-site roadway capacity improvements.

Infrastructure Element Policy 4.1

Currently, utilities are available near the property. Prior to construction, the applicant will be required to demonstrate adequate infrastructure capacity and confirm service availability from the City of LaBelle through the site construction permitting process.

STAFF RECOMMENDATION

Staff has reviewed the proposed Comprehensive Plan Amendment to change the Future Land Use designation of the subject property from Downtown District to Commercial, together with the associated Planned Unit Development (PUD) rezoning request. Based on the analysis contained in this report, Staff finds that the requested amendments present planning and compatibility considerations that warrant careful evaluation by the City.

By removing the subject property from the Downtown District that would result in future land use boundary changes that are not consistent with the intent of maintaining a cohesive and unified downtown planning framework. The Downtown District is intended to function as a pedestrian-oriented environment with a consistent development pattern, and the proposed future land use change would introduce a different development character at a prominent gateway location.

Staff also finds that, as currently proposed, the auto-oriented nature of a convenience retail and fuel service use raises compatibility considerations within the downtown context, particularly with respect to pedestrian circulation, walkability, and proximity to uses that generate regular foot traffic.

As outlined above, Staff finds that the proposed Comprehensive Plan Amendment and PUD rezoning may be supported subject to the imposition of substantial and detailed conditions intended to address site design, operational characteristics, and compatibility with the surrounding downtown context. The conditions of approval are intended to limit the scale and intensity of development, enhance buffering and architectural quality, and ensure safe pedestrian and vehicular circulation. With these conditions in place, Staff finds that the proposed development can mitigate potential impacts associated with its location at a downtown gateway and achieve a level of compatibility consistent with the City's Comprehensive Plan and Land Development Code.

Accordingly, Staff provides conditions as outlined below, should the Commission support the policy decision to incorporate the property into the Commercial FLU.

- 1) The PUD zoning approval applies specifically to the subject property as described in Exhibit 'A'.

- 2) Allowable uses shall be limited to those specified in the approved Schedule of Uses (Exhibit 'B') and are limited to a 7,000 SF Convenience Store with 12 fuel pumps (6 fueling positions). Vehicle service, repair or carwashes are expressly prohibited.
- 3) Development shall conform to standards identified in the Development Regulations Table (Exhibit 'C').
- 4) All development must adhere to the design and phasing detailed in the approved Master Concept Plan (MCP), identified as Exhibit 'D', and comply with applicable City Land Development Code regulations.
- 5) Development must connect to the City's potable water and sanitary sewer system. The developer shall be responsible for the extension of utilities to serve the subject property. Proof of adequate service capacity shall be required prior to issuance of site construction permits, including a hydrant system demonstrating adequate and continuous water flow for firefighting purposes.
- 6) Parking shall be provided on-site in accordance with the City's Land Development Code requirements for all commercial uses, including retail store, food store, and fast food restaurant.
- 7) A unified Master Signage Plan consistent with the City's Land Development Code shall be required at the time of site construction permitting to ensure cohesive signage design throughout the commercial area. All signage will comply with State Road 80 Overlay requirements.
- 8) Consistent with LDC Sec. 4-93, the architectural theme for all non-residential buildings shall reflect an Old Florida vernacular style with inclusion of roof overhangs, porches, covered corridors, covered walkways, and pitched roofs
- 9) Development shall be consistent with illustrative architectural renderings showing all building elevations, canopies, lighting and landscaping.
- 10) No outdoor piped/amplified music or speaker system is permitted.
- 11) The State Road 80 Overlay right-of-way buffer must be a minimum of 15-feet wide and contain six (6) large trees per 100 linear feet, a double hedgerow installed at 36 inches and maintained at a minimum of 48 inches, and planted on a 2-foot-tall berm. All other buffers must contain four (4) large trees per 100 linear feet, a double hedgerow installed at 24 inches and maintained at 36 inches.
- 12) Dumpsters, recycling containers, and service areas must be set back a minimum of 20 feet from the PUD boundaries and appropriately screened with opaque walls or fencing.
- 13) No drive-through lane, window, or queuing area shall be permitted.
- 14) Fueling stations designed to accommodate heavy commercial trucks, including tractor-trailers, are prohibited. Additional signage shall be installed and maintained to notify truck operators that idling and overnight parking are prohibited on the subject property.
- 15) Vehicular access to and from North Bridge Street shall be limited to right-in/right-out movements only. Appropriate signage and pavement markings shall be installed and maintained to identify the permitted traffic movements.
- 16) Prior to issuance of a Certificate of Occupancy, a minimum five-foot-wide sidewalk shall be constructed along the project's frontage on North Main Street and North Bridge Street and extended to West Oklahoma Avenue.

SUGGESTED MOTION(S):

APPROVAL:

I make a motion to **APPROVE** the Comprehensive Plan Amendment to change the Future Land Use designation of the subject property from Downtown District to Commercial, and to **APPROVE** the rezoning of the subject property to a Planned Unit Development (PUD) to allow for the proposed commercial development.

APPROVAL WITH CONDITIONS:

I make a motion to **APPROVE** the Comprehensive Plan Amendment to change the Future Land Use designation of the subject property from Downtown District to Commercial, and to APPROVE the rezoning of the subject property to a Planned Unit Development (PUD) to allow for the proposed commercial development, with the Conditions provided by Staff (or as amended).

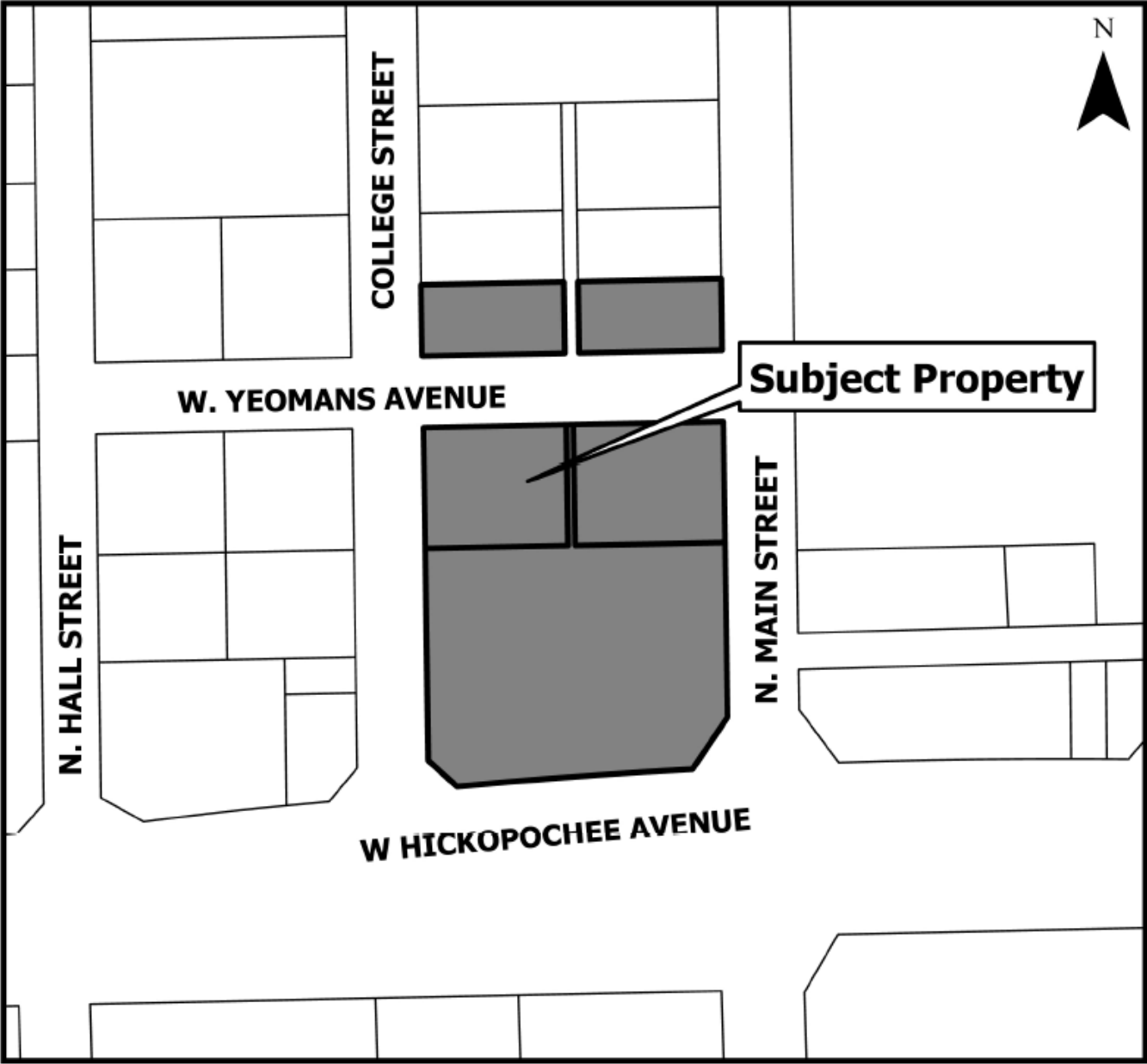
DENIAL:

I make a motion to **DENY** the Comprehensive Plan Amendment to change the Future Land Use designation of the subject property from Downtown District to Commercial, and to DENY the rezoning of the subject property to a Planned Unit Development (PUD) for the proposed commercial development.

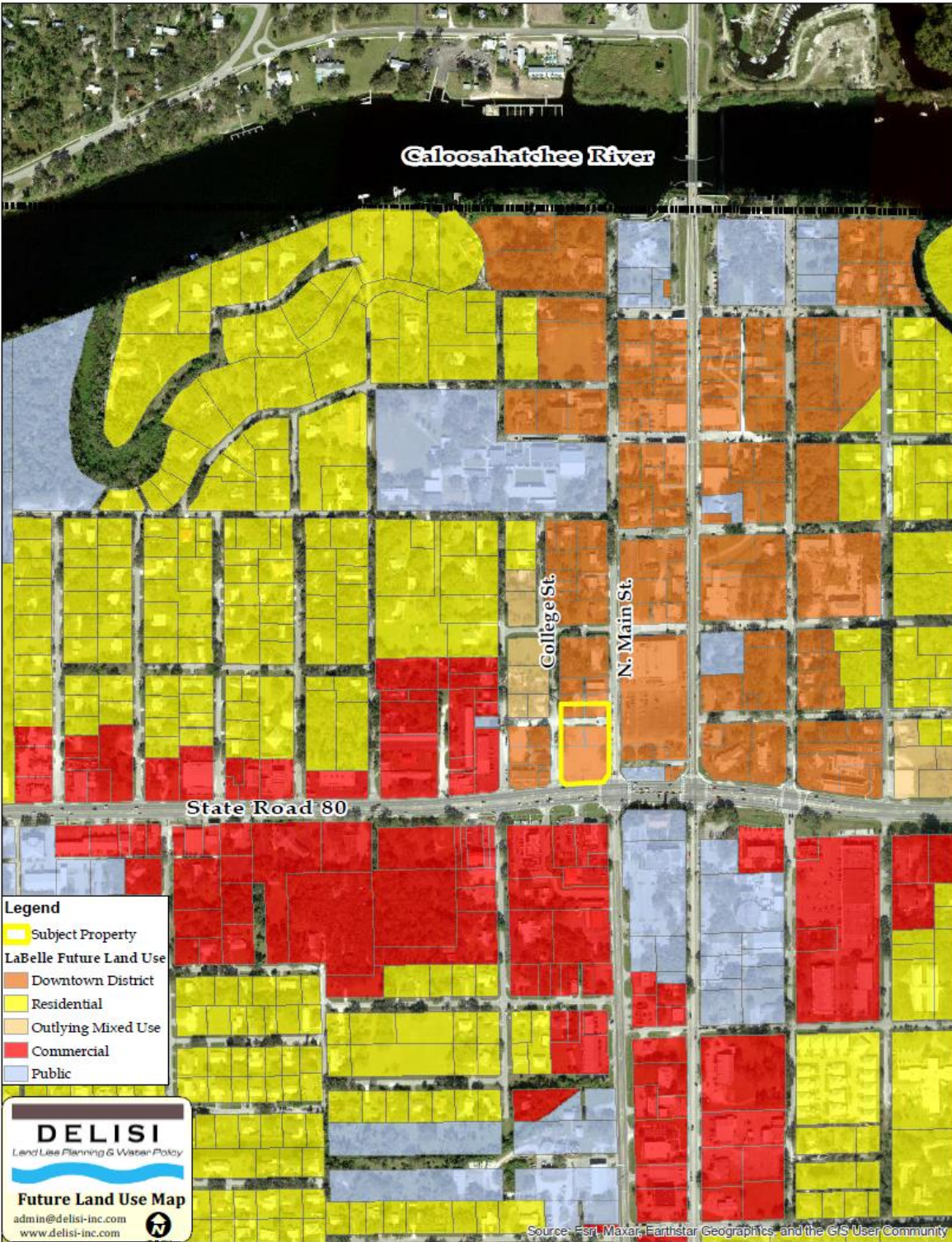
Attachments:

Trading Post PUD Ordinance
Applicant's Master Concept Plan
Applicant's Landscape Plan
Applicant's Architectural Elevations
Applicant's Traffic Impact Study

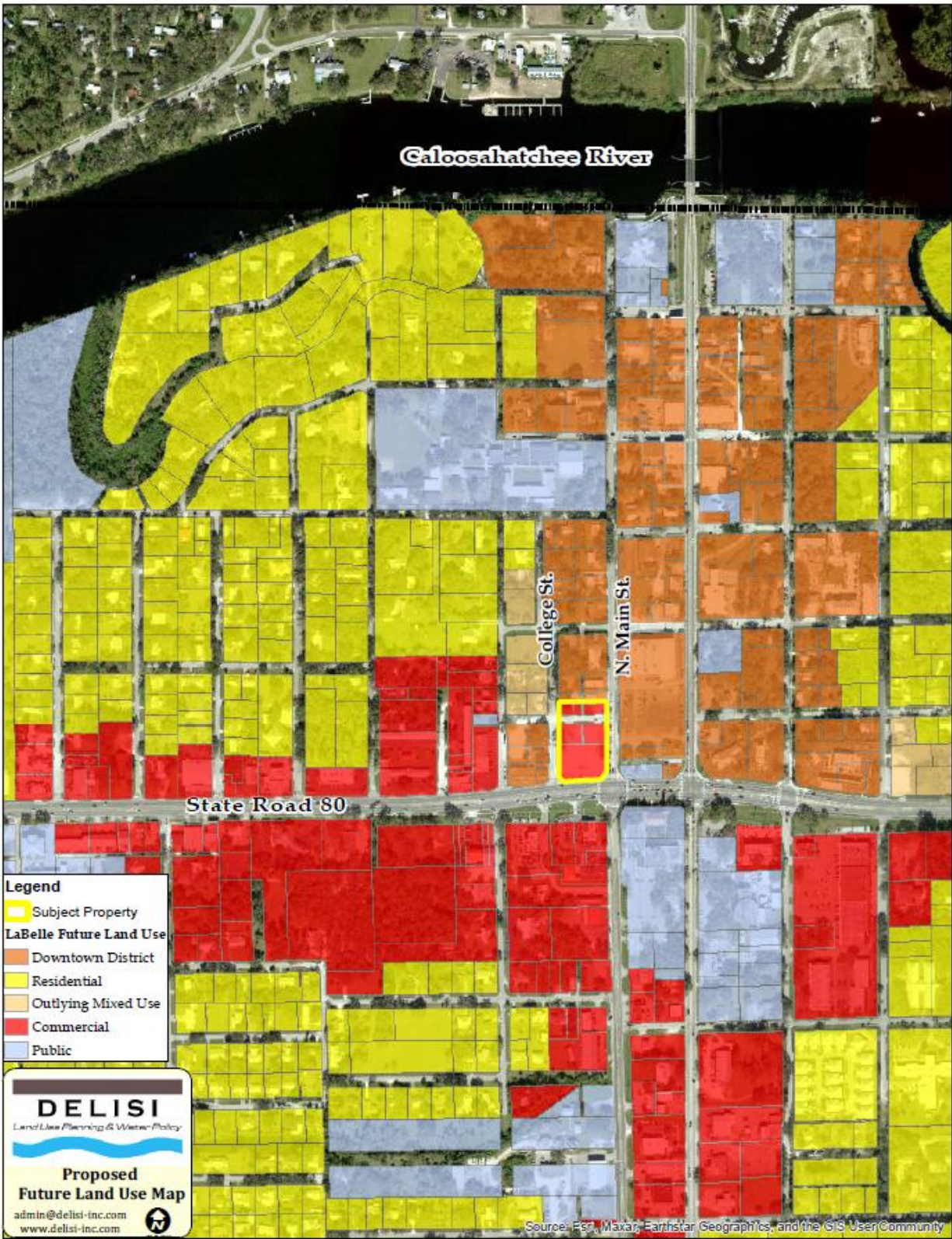
LOCATION MAP



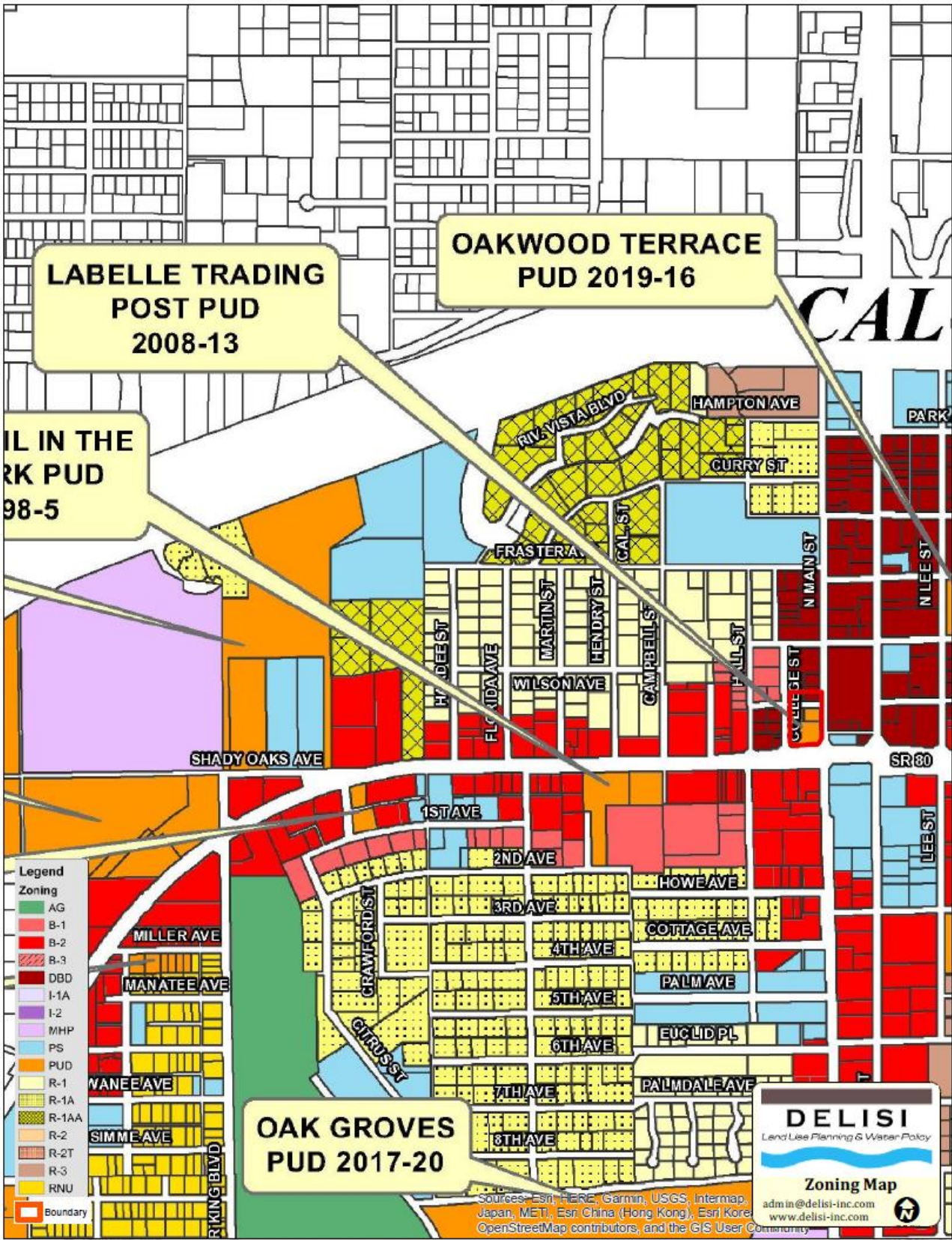
CURRENT FUTURE LAND USE MAP



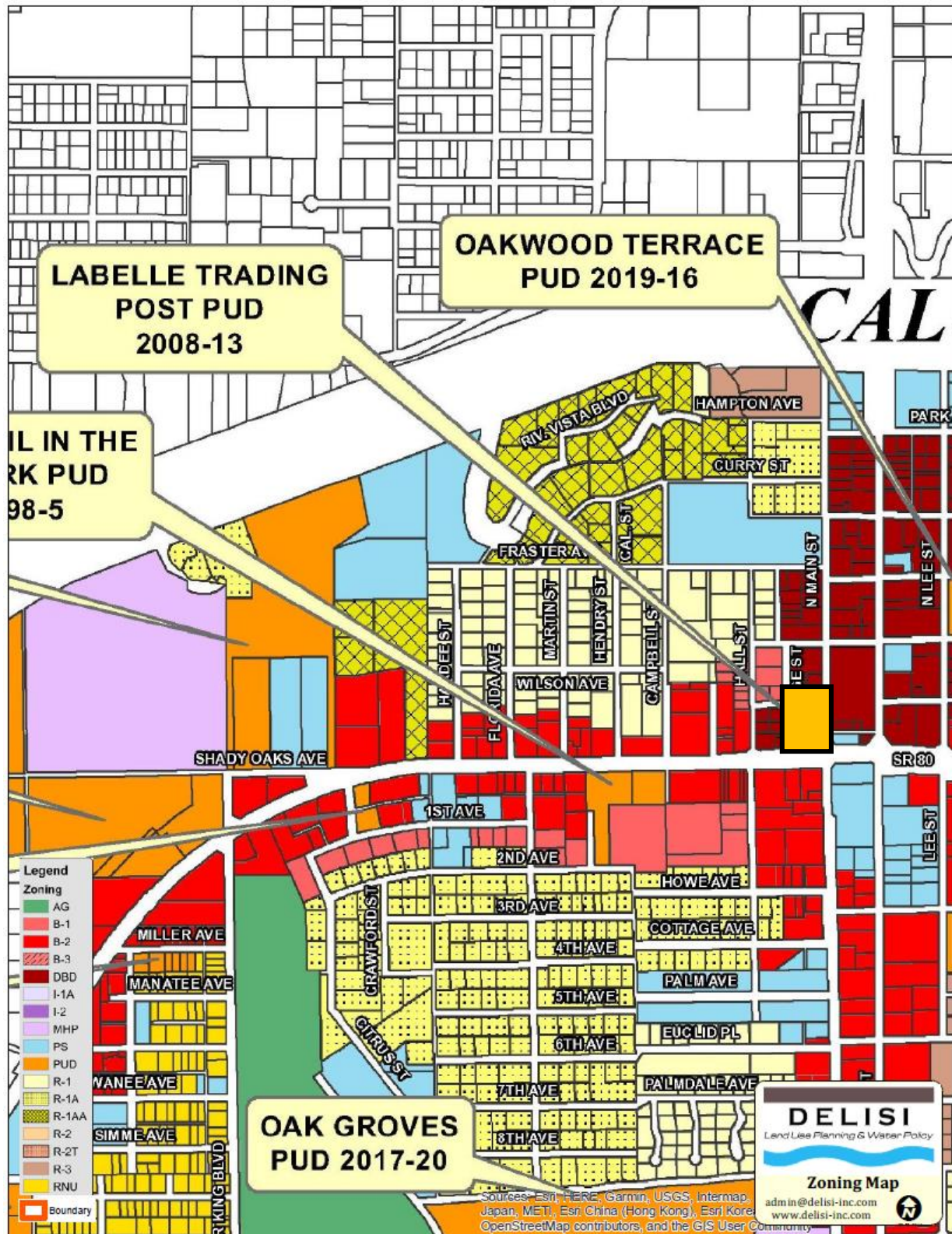
PROPOSED FUTURE LAND USE MAP



CURRENT ZONING MAP



PROPOSED ZONING



**EXHIBIT A
LEGAL DESCRIPTION**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, LYING WITHIN SECTION 2, TOWNSHIP 29 SOUTH, RANGE 43 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 1, LOT 8 OF THE COURT-HOUSE SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 42, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE, N00°26'02"W, ALONG THE WEST LINE OF SAID LOT 8, FOR 66.39 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, ON THE EAST RIGHT-OF-WAY LINE OF COLLEGE STREET (50' WIDE RIGHT-OF-WAY); THENCE, CONTINUING N00°26'02"W, ALONG THE WEST LINE OF BLOCK 1, LOTS 8 THROUGH 15 OF THE COURT-HOUSE SUBDIVISION AND THE EAST RIGHT-OF-WAY LINE OF COLLEGE STREET, FOR 232.22 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF YEOMENS AVENUE (50' WIDE RIGHT-OF-WAY); THENCE, N00°25'53"W, CROSSING SAID YEOMENS AVENUE, FOR 50.00 FEET, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID YEOMENS AVENUE WITH THE EAST RIGHT-OF-WAY LINE OF COLLEGE STREET AND THE SOUTHWEST CORNER OF BLOCK 4, LOT 28 OF SAID COURT-HOUSE SUBDIVISION; THENCE, CONTINUING N00°25'53"W, ALONG THE WEST LINE OF BLOCK 4, LOTS 28 AND 27 OF THE COURT-HOUSE SUBDIVISION AND THE EAST RIGHT-OF-WAY LINE OF COLLEGE STREET, FOR 50.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 27; THENCE, N89°16'53"E, ALONG THE NORTH LINE OF BLOCK 4, LOTS 27 AND 2 OF THE COURT-HOUSE SUBDIVISION AND CROSSING A 10-FOOT WIDE ALLEY BETWEEN SAID LOTS 27 AND 2, FOR 209.87 FEET, TO THE NORTHEAST CORNER OF SAID BLOCK 4, LOT 2 AND THE WEST RIGHT-OF-WAY LINE OF MAIN STREET (50' WIDE RIGHT-OF-WAY); THENCE, S00°26'23"E, ALONG THE EAST LINE OF BLOCK 4, LOTS 2 AND 1 OF THE COURT-HOUSE SUBDIVISION AND THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, FOR 50.00 FEET, TO THE SAID NORTH RIGHT-OF-WAY LINE OF YEOMANS AVENUE; THENCE, CONTINUING S00°26'23"E, CROSSING SAID YEOMANS AVENUE, FOR 50.00 FEET, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF YEOMANS AVENUE WITH THE WEST RIGHT-OF-WAY LINE OF MAIN STREET AND THE NORTHEASTERLY CORNER OF BLOCK 1, LOT 16 OF THE COURT HOUSE SUBDIVISION; THENCE, CONTINUING S00°26'23"E, ALONG THE EAST LINE OF BLOCK 1, LOTS 16 THROUGH 1 AND THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, FOR 206.04 FEET; THENCE, S34°22'34"W, ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, FOR 43.79 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF HICKPOCHEE AVENUE (VARIABLE WIDTH RIGHT-OF-WAY); THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 4,636.66 FEET, A CENTRAL ANGLE OF 2°02'43", AND A LONG CHORD OF S86°12'33"W 165.50 FEET, FOR AN ARC LENGTH OF 165.51 FEET, TO THE SAID EAST RIGHT-OF-WAY LINE OF COLLEGE STREET; THENCE N47°20'17"W, ALONG THE SAID WEST LINE OF COLLEGE STREET, FOR 26.96 FEET, TO THE POINT OF BEGINNING. PARCEL (INCLUDING PARTS CURRENTLY ENCUMBERED BY YEOMENS AVENUE AND THE ALLEY BETWEEN BLOCK 4, LOTS 27/28 AND 1/2) CONTAINS 72,113 SQ. FT. (1.66 ACRES), MORE OR LESS.

BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET AS BEARING S00°26'23"E.

EXHIBIT B
SCHEDULE OF USES

Accessory Use or Structure
Convenience Stores, with Gas Pumps
Food and Beverage Sales/Establishments
Accessory Alcoholic Beverage Sales, Off-Premise

EXHIBIT C
SITE DEVELOPMENT REGULATIONS

Site Acres	1.58 ac
Min. Lot Area	20,000SF
Min. Lot Width	100 ft
Min. Lot Depth	200 ft
Impervious Area	65% Max.
Max. Height	30 ft
Minimum Setbacks	
Front (SR80)	20 ft
Front (College & Main)	20 ft
Rear (north Property Line)	15 ft
Minimum Open Space	20%

**CITY OF LABELLE
ORDINANCE 2026-01
WAWA SMALL-SCALE
COMPREHENSIVE PLAN MAP AMENDMENT**

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 1.58+/-ACRE TRACT GENERALLY LOCATED NORTH AND SOUTH OF WEST YEOMANS AVENUE, NORTH OF WEST HICKPOCHEE AVENUE, AND WEST OF NORTH MAIN STREET; AMENDING THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTIES FROM “DOWNTOWN DISTRICT” DESIGNATION TO “COMMERCIAL” DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of LaBelle has considered an amendment to the Future Land Use Map for real properties located on the north side of State Road 80 (Hickpochee Avenue) between College Street and North Main Street, City of LaBelle, Florida, further described in Exhibit “A”, attached hereto; and has considered public comment on the same, and,

WHEREAS, in the exercise of its authority pursuant to Sections 163.3187 and 1643.3184, Florida Statutes, the City has determined it necessary and desirable to amend the City Comprehensive Plan Future Land Use Map so that the property for comprehensive planning purposes is changed from the “Downtown District ” to the “Commercial” future land use category as shown on Exhibit “B” attached hereto; a

WHEREAS, amending the City of LaBelle Comprehensive Plan Future Land Use Map is appropriate in consideration of the subject property’s frontage and access along State Road 80 (Hickpochee Avenue), its location within the City’s downtown core, and its proximity to surrounding commercial, civic, and institutional uses designated within the Downtown District on the adopted Future Land Use Map; and

WHEREAS, the proposed amendment is intended to promote, protect, and improve the general health, safety, good order, appearance, convenience, and general welfare of the public, and to help accomplish the goals, objectives, and policies of the City’s Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of LaBelle, Florida:

Section 1. The forgoing recitals are true and correct and are incorporated herein by this reference.

Section 2. After being read by title at a public hearing on June 11, 2026 before the Local Planning Agency, and duly advertised public hearing on July 9, 2026 and August 13, 2026, Ordinance 2026-01, is hereby adopted, amending the City Comprehensive Plan Future Land Use Map so that the Comprehensive Plan designation for the property is “Commercial”.

46
47 **Section 3.** The City has determined that the Comprehensive Plan designation of “Commercial”
48 as shown in the proposed City Comprehensive Plan Future Land Use Map attached hereto as
49 Exhibit “B”, is the most appropriate comprehensive plan designation for the affected property and
50 that such comprehensive plan designation will promote, protect, and improve the general health,
51 safety, good order, appearance, convenience, and general welfare of the public and will help
52 accomplish the goals and objectives of the City Comprehensive Plan.
53

54 **Section 4.** The small-scale comprehensive plan amendment shall apply to the real property
55 described in Exhibit “A”.
56

57 **Section 5.** This ordinance shall become effective in accordance with Florida Statutes.
58

59 **Section 6.** If any Court of competent jurisdiction shall determine any portion or provision of
60 this ordinance unconstitutional or invalid, that portion shall be severed, and the remainder of the
61 ordinance shall remain in full force and effect and given its ordinary meaning.
62

63 **Section 7.** The City Commission hereby directs the Deputy Clerk to forward certified copies
64 of this adopted ordinance within seven (7) days of the effective date hereof, to the Clerk of Circuit
65 Court of Hendry County and the County Administrator for Hendry County.
66
67
68

PASSED AND ADOPTED in open session this ____ day _____, 2026.

THE CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

Attest: _____
Tijauna Warner, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Derek Rooney, City Attorney

Vote:	AYE	NAY
Mayor Wilkins	_____	_____
Commissioner Vargas	_____	_____
Commissioner Spratt	_____	_____
Commissioner Holland	_____	_____
Commissioner Ratica	_____	_____

EXHIBIT A
LEGAL DESCRIPTION

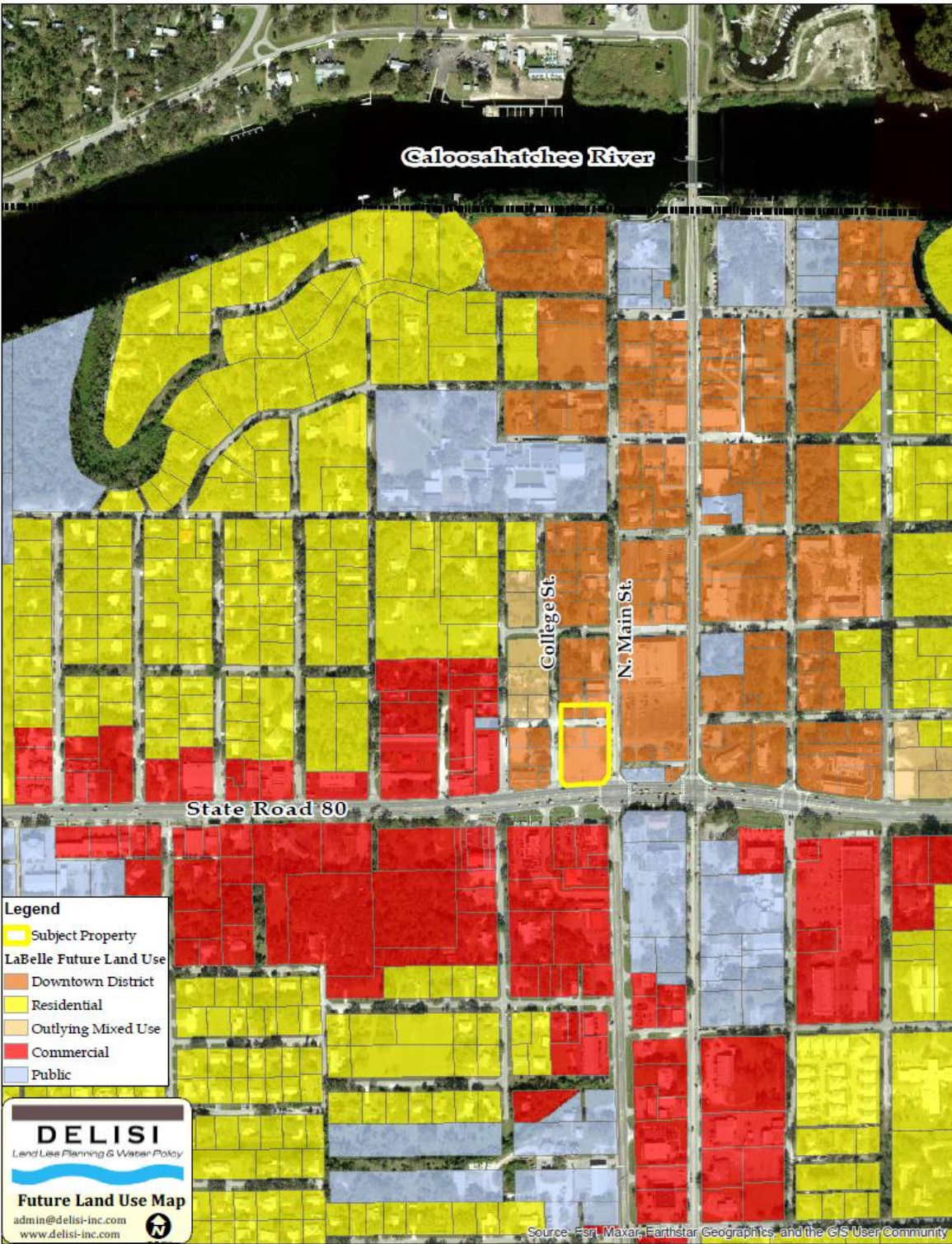
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150
151

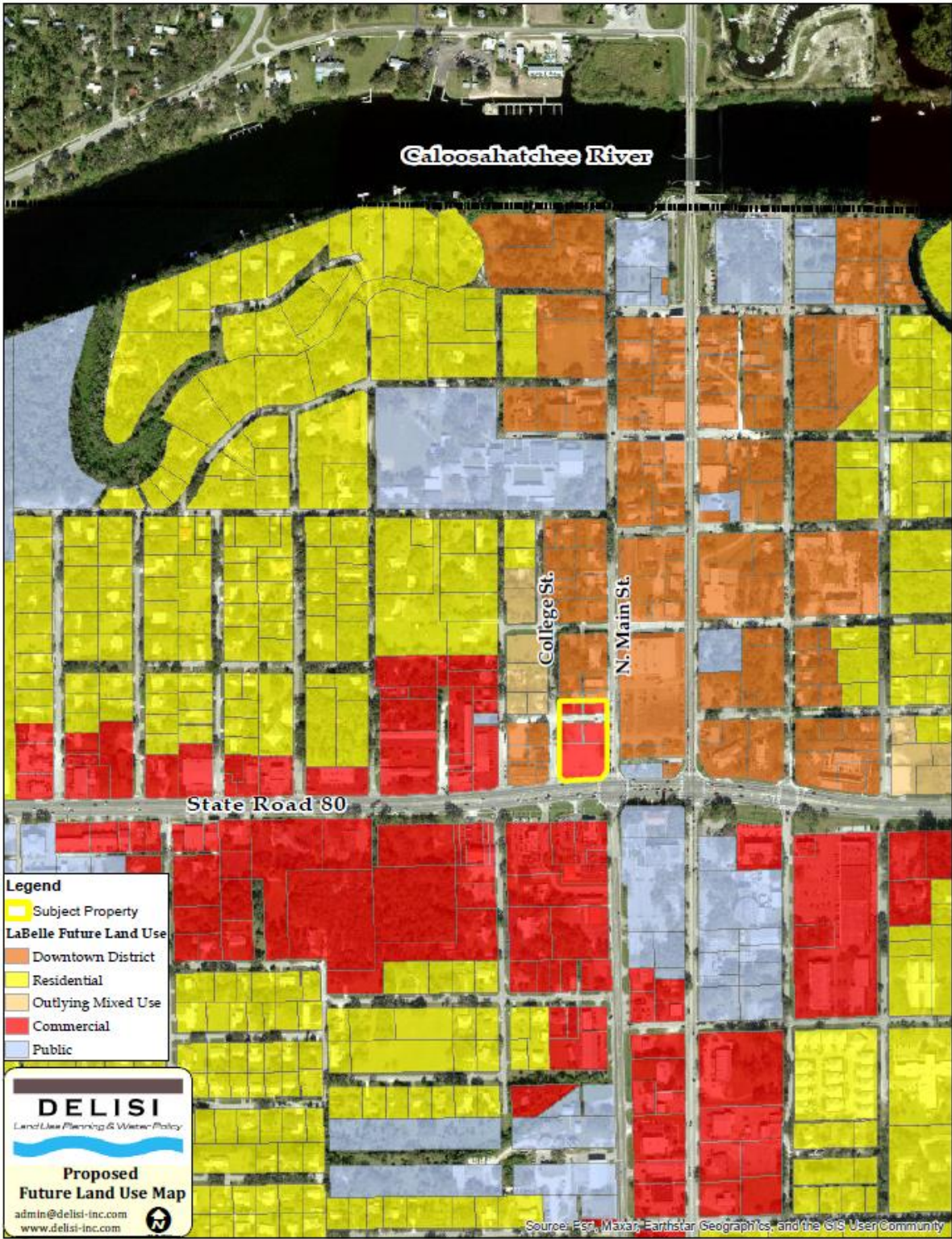
EXHIBIT B
CURRENT FUTURE LAND USE MAP



152

153
154

EXHIBIT C
PROPOSED FUTURE LAND USE MAP



155

**CITY OF LABELLE
ORDINANCE 2026-02
WAWA PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 1.58+/-ACRE TRACT GENERALLY LOCATED NORTH AND SOUTH OF WEST YEOMANS AVENUE, NORTH OF WEST HICKPOCHEE AVENUE, AND WEST OF NORTH MAIN STREET, AMENDING THE ZONING DESIGNATION FROM PLANNED UNIT DEVELOPMENT (PUD) AND DOWNTOWN BUSINESS DISTRICT (DBD) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, ComTerra Development, is the “Applicant” of the real properties located on the north side of State Road 80 (Hickpochee Avenue) between College Street and North Main Street, City of LaBelle, Florida, further described in Exhibit “A”, attached hereto;

WHEREAS, the Owner, filed an application to rezone the subject property to Planned Unit Development to allow for the development of a convenience store with fuel pumps and ancillary food and beverage services with the City’s intent for the Commercial future land use category; and

WHEREAS, after duly advertised public hearings held on June 11, 2026 before the Local Planning Agency, and duly advertised public hearing on July 9, 2026 and August 13, 2026 before the City Commission; and,

WHEREAS, the City Commission for the City of LaBelle has determined that the requested PUD rezoning is in compliance with the future land use designation of “Commercial” and approval of the PUD rezoning application will further the goals and objectives of the City of LaBelle Comprehensive Plan; and,

WHEREAS, the subject application and plans have been reviewed by City of LaBelle Planning Department in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of LaBelle, Florida:

Section 1. The forgoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The above-mentioned Planned Unit Development (PUD) is hereby **APPROVED WITH CONDITIONS**, subject to the following conditions:

- 1) The PUD zoning approval applies specifically to the subject property as described in Exhibit 'A'.
- 2) Allowable uses shall be limited to those specified in the approved Schedule of Uses (Exhibit 'B') and are limited to a 7,000 SF Convenience Store with 12 fuel pumps (6 fueling positions). Vehicle service, repair or carwashes are expressly prohibited.
- 3) Development shall conform to standards identified in the Development Regulations Table (Exhibit 'C').
- 4) All development must adhere to the design and phasing detailed in the approved Master Concept Plan (MCP), identified as Exhibit 'D', and comply with applicable City Land Development Code regulations.
- 5) Development must connect to the City's potable water and sanitary sewer system. The developer shall be responsible for the extension of utilities to serve the subject property. Proof of adequate service capacity shall be required prior to issuance of site construction permits, including a hydrant system demonstrating adequate and continuous water flow for firefighting purposes.
- 6) Parking shall be provided on-site in accordance with the City's Land Development Code requirements for all commercial uses, including retail store, food store, and fast food restaurant.
- 7) A unified Master Signage Plan consistent with the City's Land Development Code shall be required at the time of site construction permitting to ensure cohesive signage design throughout the commercial area. All signage will comply with State Road 80 Overlay requirements.
- 8) Consistent with LDC Sec. 4-93, the architectural theme for all non-residential buildings shall reflect an Old Florida vernacular style with inclusion of roof overhangs, porches, covered corridors, covered walkways, and pitched roofs
- 9) Development shall be consistent with illustrative architectural renderings showing all building elevations, canopies, lighting and landscaping.
- 10) No outdoor piped/amplified music or speaker system is permitted.
- 11) The State Road 80 Overlay right-of-way buffer must be a minimum of 15-feet wide and contain six (6) large trees per 100 linear feet, a double hedgerow installed at 36 inches and maintained at a minimum of 48 inches, and planted on a 2-foot-tall berm. All other buffers must contain four (4) large trees per 100 linear feet, a double hedgerow installed at 24 inches and maintained at 36 inches.
- 12) Dumpsters, recycling containers, and service areas must be set back a minimum of 20 feet from the PUD boundaries and appropriately screened with opaque walls or fencing.
- 13) No drive-through lane, window, or queuing area shall be permitted.
- 14) Fueling stations designed to accommodate heavy commercial trucks, including tractor-trailers, are prohibited. Additional signage shall be installed and maintained to notify truck operators that idling and overnight parking are prohibited on the subject property.
- 15) Vehicular access to and from North Bridge Street shall be limited to right-in/right-out movements only. Appropriate signage and pavement markings shall be installed and maintained to identify the permitted traffic movements.
- 16) Prior to issuance of a Certificate of Occupancy, a minimum five-foot-wide sidewalk shall be constructed along the project's frontage on North Main Street and North Bridge Street and extended to West Oklahoma Avenue.

Section 3. Conflict with other Ordinances. The provisions of this article shall supersede any provisions of existing ordinances in conflict herewith to the extent of said conflict.

Section 4. Severability. In the event that any portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND ADOPTED in open session this ____ day _____, 2026.

THE CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

Attest: _____
Tijauna Warner, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Derek Rooney, City Attorney

Vote:	AYE	NAY
Mayor Wilkins	_____	_____
Commissioner Vargas	_____	_____
Commissioner Ratica	_____	_____
Commissioner Akin	_____	_____
Commissioner Spratt	_____	_____

EXHIBIT A
LEGAL DESCRIPTION

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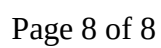
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188
189
190
191

EXHIBIT C
SITE DEVELOPMENT REGULATIONS

Site Acres	1.58 ac
Min. Lot Area	20,000SF
Min. Lot Width	100 ft
Min. Lot Depth	200 ft
Impervious Area	65% Max.
Max. Height	30 ft
Minimum Setbacks	
Front (SR80)	20 ft
Front (College & Main)	20 ft
Rear (north Property Line)	15 ft
Minimum Open Space	20%

194



1. Submittal review conference
date _____

Section 8, Item I.

2. Legal Department:
Date _____ Atty _____

3. Planning:
date _____ Plnr _____



COMPREHENSIVE PLAN AMENDMENT PETITION

Date Received:		File No. CPA-200 - _____
Petitioner: ComTerra Development		
Address:		
Telephone: (239) 498-5363	Fax:	Email: mliggins@comterragroup.com
Agent for Petitioner: Daniel DeLisi, AICP, DeLisi, Inc.		
Address: 520 27th Street, West Palm Beach, FL 33407		
Telephone: 239-913-7159	Fax:	Email: dan@delisi-inc.com
Address/Location of Subject Property: 10 West Hicpochee Ave., LaBelle, FL		
STRAP Number of Subject Property: 2 29 43 02 150 0001-001.0, 2 29 43 02 150 0001-001.1,		
Legal Description: See attached. 2 29 43 02 150 0001-003.1, 2 29 43 02 150 0004-008.0,		
Total Property Acreage: 1.58		
Total Acreage of Amendment Request: 1.58	Current Use of Property: Vacant	
Existing Future Land Use Designation: Downtown District		
Requested Future Land Use Designation: Commercial		
Existing Zoning Designation: PUD & DBD		

The applicant is of the opinion that the proposed land use designation would be appropriate for the above referenced property and finds that the request is consistent with the following Comprehensive Plan policies (identify the Comprehensive Plan policies and include an explanation as to how the request is consistent with these policies):

Policies:

See attached Request Statement.

Signature of Owner:	Signature of Petitioner: 
Printed Name	Printed Name Daniel DeLisi, AICP
Date:	Date: 3/27/2025
Signature of Equitable Owner (if applicable)(attach add'l. sheet if necessary):	
Printed Name	Date:

NOTE: IF THE PETITIONER WISHES TO BE REPRESENTED BY AN AGENT, THE POWER OF ATTORNEY ON THE FOLLOWING PAGE MUST BE PROPERLY EXECUTED. IF DRAWINGS PREPARED BY AN ARCHITECTURAL, ENGINEERING OR OTHER FIRM ARE SUBMITTED, THE FIRM MUST EXECUTE THE ATTACHED PERMISSION TO REPRODUCE.

**AFFIDAVIT OF OWNERSHIP, DELEGATION OF AUTHORITY TO REPRESENT,
LIMITED POWER OF ATTORNEY, AND AUTHORITY TO REPRODUCE**

I, _____, the undersigned do hereby swear, affirm and certify that I am the fee simple title holder/owner or authorized representative of the fee simple title holder/owner of the real property described in Exhibit "A" attached hereto and incorporated herein, "the owner".

Further, I do hereby swear, affirm and certify that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief.

Further, I, _____, as owner of the property herein, do hereby appoint _____ as my true and lawful attorney, for the limited purpose of executing this application and representing my interests with regard to this application in all: City of LaBelle staff meetings; correspondence; conversations; and, at all public meetings with regard thereto, as necessary to facilitate this application in my name, place and stead.

Further I, as owner of the real property described herein, do hereby grant the City of LaBelle permission to reproduce all or a portion of all plans, drawings, etc., submitted in connection with the foregoing petition.

Executed this _____ day of _____, _____.

Signature of owner or authorized agent Date: _____

Print or type name of person signing above

Name of owner/agent entity if a corporation, L.L.C., partnership, or trust

Representative capacity of person signing Affidavit:
President of Vice President of Corporation
Managing Member of L.L.C.
General Partner
Trustee

STATE OF FLORIDA)
)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public

Print or type name

My Commission Expires: _____

Signature

Title: _____

Date: _____

**CONFIRMATION OF OWNERSHIP BY OWNER; AND
AUTHORIZATION FOR AGENT OR PETITIONER (WHEN A DIFFERENT ENTITY)**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of the record of property commonly known as _____ and legally described in Exhibit A attached hereto.

The property described herein is the subject of a Comprehensive Plan Amendment. We hereby designate _____ as the legal representative of the property in the course of seeking approval of this application. This representative will remain the only entity to authorize development activity until such time as anew or amended authorization is delivered to the City.

Owner Signature

Printed Name

Name of owner entity if a corporation, L.L.C., partnership, trust

Representative capacity of person signing: President or Vice President of Corporation, Managing Member of L.L.C., General Partner, Trustee

Address of Owner

STATE OF FLORIDA)

COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me this _____ day of

_____, 200__, by _____

(_____) capacity if applicable who is personally known to me or

produced _____ as identification.

Notary Public
Notary Public – State of Florida

My commission expires _____

Name typed, stamped or printed

INSTRUCTIONS FOR FILING A COMPREHENSIVE PLAN AMENDMENT PETITION

PROCEDURE:

1. Comprehensive Plan Amendment petitions may be obtained at the City Clerk's office and may be initiated by the owner of the property involved or his legally designated representative. A petition must be completed and submitted to the City Clerk, together with the required fee and supportive materials, at least 30 days prior to the next scheduled City Commission meeting.

Petitioners are required to arrange a submittal-review conference with the City Clerk to take place at the time of submittal. Petitioners may arrange an appointment by calling (863) 675-2872. Petitions received later than 30 days in advance of a meeting or petitions which are determined to be incomplete will be placed on the agenda of the next meeting. Therefore, early submittal and the submittal-review conference with the City Clerk will help ensure consideration of your petition by the City Commission

City Commission meetings are held regularly on the second Thursday of each month, beginning at 6:00 p.m. Local Planning Agency (LPA) are typically also held on the second Thursday of each month, but are scheduled as needed.

2. After reviewing the petition for completeness, the City Clerk will discuss it with other City staff relative to their specific areas of responsibility as they relate to the request.
3. Once the application is deemed complete by the City Clerk it will be forwarded to the City Attorney to determine its legal sufficiency.
4. After, the City Attorney has signed off as to legal sufficiency the application shall be forwarded to the City Planner for review.
5. The City Attorney shall review the application prior to the date of hearing by the City Commission to ensure all statutory requirements have been met.
6. The petitioner or his authorized representative shall appear at the Local Planning Agency and the City Commission meetings. The City Commission will consider the recommendation of the staff, the comments by the petitioner and the public, and the recommendations of the LPA. The City may vote to approve, approve with conditions, deny or continue the hearing of a petition.
7. Action on a Comprehensive Plan Amendment petition is taken by ordinance.

COMPREHENSIVE PLAN AMENDMENT REQUIRED SUPPORTIVE MATERIALS:

1. A check for the applicable application fee amount, made payable to the City of LaBelle (see fee schedule).
2. Ten (10) **SETS** (*one petition, one location map, and one each of other supportive materials should be put together to comprise a set*) of the following:
 - A. Completed petition form (*Original and 9 copies*);
 - B. Proof of ownership (deed, property tax receipt, etc.).
 - C. A location map, provided at a scale that clearly denotes the property to be amended and its relationship to nearby major roadways.
 - D. A Plan Amendment map that includes the following:
 1. Scale
 2. North arrow
 3. Name of owner and agent (if applicable).
 4. Location of existing parcels of land within 500 feet of the subject property (information available at City Hall). This included property that is across road right-of-ways.
 5. The Future Land Use designation, zoning designation and current use of the subject property as well as that of the surrounding properties within 500 feet.

*This map must be at a suitable scale, no smaller in size than 8-1/2" x 11" and no larger in size than 24" x 36". Plans larger than 8-1/2" x 11" **MUST BE FOLDED**. The agent preparing the plans **MUST SIGN** permission to reproduce on Page 3 of the application and have his or her signature notarized.*

6. If the Future Land Use Amendment proposes a designation that allows residential development, a letter from the Hendry County Public School Administration stating the school capacity impacts of the proposed amendment.
7. A Traffic Analysis (Traffic Impact Statement). This applies to properties 20 acres or larger.
8. A letter from the water, and sewer provider (if provider is not the City of LaBelle), stating the availability of providing water and sewer to the project site.
9. Letters from the Fire Department, the Sheriff's Department and from Emergency Services indicating that adequate services to the site can be provided.

PLEASE NOTE: If the petition is continued *for any reason*, additional folded plans *may* be required OR, if any changes are made, an additional 10 folded plans will absolutely be required. The City of LaBelle reserves the right to refuse to accept a petition if incomplete on the filing deadline date. The complete petition may be submitted for the following month's Commission meeting.

**PROPOSED POLICY GUIDELINES FOR PRESENTATIONS OF PETITIONS TO THE
LABELLE CITY COMMISSION**

- A. Petitioner's presentation shall occur first and petitioner shall have up to 20 minutes (uninterrupted) to present their petition.
(Followed by questions from Commission of the petitioner.)
If additional time is requested, the Commission will vote on the request for additional time prior to the petitioner's presentation.
- B. Staff will have up to 20 minutes to analyze the petition.
(Followed by questions from Commission of staff.)
- C. Public comment – each speaker will have up to 5 minutes to present their comments on the petition.
(Followed by questions from Commission.)
- D. Petitioner will have up to 5 minutes to present any final summation.
(Followed by questions from Commission for petitioner.)
- E. The Public Hearing will be closed.
- F. Commission discussion/motion/vote.

PLEASE NOTE:

- Commission Members may initiate discussion, or ask questions of any participant, upon conclusion of participant's presentation.
- Questions of an informational nature from the petitioners or public speakers may be asked through the Chair; however, direct questions between witnesses will not be allowed.

TO REQUEST ADDITIONAL TIME TO PRESENT A PETITION

If you believe your petition may require more than 20 minutes to present, please submit your request in writing to the City Clerk estimating the amount of time you anticipate you will need accompanied by a brief explanation of your reason(s) why.

SPECIAL NEEDS FOR EXHIBITS

If you will need special equipment or additional time to set up any exhibits prior to your presentation, please include that information with the submission of your petition.

PLEASE NOTE:

- One copy of each handout distributed or any graphic exhibit(s) used during your presentation must be submitted to the City Clerk for the public record. (In the case of building models or large displays, a color photograph of the model or display is acceptable.)

**WAWA LABELLE
COMPREHENSIVE PLAN AMENDMENT
REQUEST STATEMENT AND COMPREHENSIVE PLAN COMPLIANCE**

The Wawa LaBelle PUD is located along the north side of State Road 80 between College Street and North Main Street (see attached aerial map). The subject property is currently zoned as PUD and Downtown Business District and is surrounded by commercial uses. The subject property has historically been used for commercial retail uses but was recently torn down and the site remains currently vacant.

The proposed comprehensive plan amendment is being filed concurrently with a zoning application to change the current PUD (The LaBelle Trading Post PUD) and DBD zoning to allow for a Convenience Store with fuel pumps. The proposed future land use category will allow for the proposed development, consistent with the uses surrounding the property on the south, west and east and will allow for the redevelopment of the current vacant site to something that adds value to the area, rather than detracts from the City's core. The proposed use of the subject property will be compatible with surrounding properties and add significant additional tax base and convenience food options to downtown LaBelle.

The PUD request is specifically for a convenience store and ancillary food and beverage services. The total intensity request in the Planned Development is for 7,000 square feet of commercial area over approximately 1.5 acres.

Surrounding Uses and Compatibility

The subject property is in an area where commercial uses are both necessary and the most appropriate use. The property is surrounded on three sides by commercial development and is located along State Road 80, a major transportation thoroughfare. The attached Aerial and Land Use Map demonstrates that given the surrounding public infrastructure and uses, the property is most suited for auto-centric uses and convenience for the residents and businesses in the core of LaBelle.

Commercial uses and zoning surround the property to the south, east and west. To the north of the subject property is land in the Residential Medium Density future land use category and zoned for agriculture in unincorporated Hendry County. The properties to the north of the subject site are a mix of smaller scale office uses and residential homes.

The subject property is located along State Road 80, a major roadway corridor extending from Fort Myers to West Palm Beach and is only two blocks from the

intersection of Bridge Street (SR 29), another major north-south roadway. Given the surrounding major transportation system, the Commercial future land use category is much more appropriate for the subject property.

Justification for the Amendment

As stated above, the subject property is located along a major east-west roadway corridor that is designed to move large volumes of vehicles. While in many respects, this is the “heart of LaBelle” it is not designed as a pedestrian oriented area within the City, nor is State Road 80 a corridor that is realistically intended to become pedestrian oriented. Few uses along State Road 80 front the street and every use is principally designed to accommodate vehicular traffic, with pedestrian movement as a secondary afterthought. Typical design elements that would create a pedestrian environment, such as on-street parking and building abutting the sidewalk, are not present. For the City to create a pedestrian oriented environment, it is more realistic to focus on the side streets running perpendicular to State Road 80. These areas, if designed correctly, could provide the greatest opportunity for safe pedestrian movement.

The proposed amendment seeks to balance the City’s desire for a pedestrian oriented downtown with the reality of State Road 80. The building fronts directly on Main Street with parking located to the west, north and south. Unlike typical Wawa stores, there is not going to be circulation and parking entirely around the building. On the east side of the building will be a 5-foot-wide sidewalk between the building and Main Street to accommodate safe, convenient pedestrian movement that will not need to cross vehicular lanes to access the convenience store. In this way, the convenience store will accommodate pedestrian traffic in a safer, more comfortable manner than almost every other use along State Road 80, and consistent with the commercial uses along Bridge Street.

The proposed use is primarily a café/convenience store and secondarily a gas station. Wawa only recently (within the last 25 years) started including fuel pumps with their convenience stores. The use is primarily known for its subs and other food offerings. Wawa is the only convenience store that is universally designed to accommodate EV fast chargers to install when viable. The EV charging stations fit Wawa’s use, which is primarily a café, which allows EV owners to park and order food while charging. The café/quick serve restaurant use will be a benefit to the central part of LaBelle. It will provide convenience needs to the nearby residents in a central location, accommodate pedestrian movement and cater to the traveling public.

Comprehensive Plan Compliance

The proposed comprehensive plan amendment is consistent with the City of LaBelle Comprehensive Plan's Goals, Objectives and Policies. A description of how the plan amendment complies with the Comprehensive Plan is detailed below.

Policy 1.1.1

The City will establish compatibility as one of the criteria in the review of development proposals.

As described above, given the location of the subject property, compatibility is not a concern for surrounding properties.

Policy 1.1.4

The City will assure that services and facilities are provided at the adopted level of service concurrent with existing and future demand.

The attached Transportation Impact Statement demonstrates that adequate road capacity exists to meet the needs of the proposed development. In addition, water and sewer capacity is available to the subject property. Because this is commercial use, schools, parks and similar services for residential development are not required. For this reason, commercial development generally has a very positive impact on fiscal resources of the City.

Policy 1.1.6

The City will require the availability of water and sewer and other facilities and services for which there are level of service standards.

The City has water and sewer available to the subject property and capacity exists to serve the intended uses.

Objective 1.3 Land Use Categories

Continue to promote LaBelle as a desirable place to live, work and play, by establishing land use categories that promote economic development while retaining the character and quality of life of the community.

The proposed Commercial future land use category will allow for the redevelopment of a former commercial building that now remains a vacant lot in the core of the City. The redevelopment will add a convenience store and popular quick-serve restaurant to the core of the City replacing a vacant lot, with detracts from the character of LaBelle. The commercial development will have a positive tax benefit for the city and provide services that enhance the quality of life for residents. The expansion of the tax base will give the city increased revenue to grow and invest in improvements that promote LaBelle and a desirable place to live, work and play.

Policy 1.3.4 Commercial Land Use Category

The Commercial Land Use Category applies predominantly to lands located along the street frontages of State Roads 80 and 29 South. This land use category accommodates commercial, retail and office uses that are more auto oriented due to scale and typology, while respecting the pedestrian and alternative transportation modes through land development code design standards.

The Commercial Land Use Category will have a maximum Floor Area Ratio (FAR) of 1.0, to encourage a greater use of the site within an urban setting.

Development will provide access management plans that utilize frontage roads, alleyways, shared ingress and egress and parking.

The proposed amendment is to the Commercial future land use category. In accordance with this category, the property is located with direct frontage on State Road 80. The land use category also “accommodates commercial, retail and office uses that are more auto oriented due to scale and typology”. Given the subject property’s location, the surrounding uses and the frontage on State Road 80 the Commercial future land use category is the most appropriate for the subject property.

The proposed Planned Unit Development limits the property to 7,000 square feet of commercial floor area, well within the FAR of 1.0.

The PUD site plan demonstrates that the development will not have any access directly to State Road 80, but will utilize both North Main Street and College Street for access, consistent with this policy.

Objective 1.6 Compatibility and Neighborhood Protection

The City of LaBelle’s future land use map is comprised of a range of densities, all of which can be accommodated in the appropriate areas when the following policies and standards are met. All new development and redevelopment must be compatible with existing and planned surrounding development in order to protect the City’s established residential neighborhoods and ensure a high quality of life for its residents. For the purposes of this objective, compatibility is defined as the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include the following: height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean “the same as.” Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development.

As described above, the subject property is surrounded by commercial uses on the south, east and west and north. Along the southern frontage is State Road 80, a major

roadway thoroughfare that is not conducive for pedestrian oriented uses. Immediately to the north is an office use, creating a step down in intensity to the residential neighborhood to the north of the office uses. Because of the uses immediately surrounding the subject property and the former use of the property as retail, compatibility is not a concern. There are no adjacent neighborhoods that will be negatively impacted by the proposed development, rather, redevelopment of the now vacant lot will improve the character of the City.

Policy 2.5.3

The City shall, as part of its Land Development Code, encourage interconnectivity of adjacent development in order to minimize access points to major roadways, particularly SR 80 and SR 29.

The subject property is interconnected to the commercial and residential uses to the north, east and west via College Street and Main Street. There are no direct access points to State Road 80.

Objective 4.3 Potable Water Supply

Provide potable water supplies for the residents of LaBelle.

The proposed development will connect to utility lines along the State Road 80 corridor.

Policy 4.3.4

The City will provide adequate water supply facilities for the future population and associated growth of LaBelle.

The proposed development connect to the existing water line along State Road 80.

Policy 4.5.4

The City will require redevelopment and new developments to have adequate stormwater drainage systems.

The attached drainage plan shows how the property will handle stormwater and connect to existing drains.

Policy 10.4.1

The City will partner with local and regional agencies to promote the City regionally, nationally and internationally as a tourist destination.

In order to thrive as a tourist destination, adequate commercial uses must be in place to serve the needs of both the existing population and visitors. The convenience store and other retail uses will be of benefit to tourists visiting the area. Further, the

redevelopment of a now vacant lot will be a benefit to the overall character of the City of LaBelle.

Policy 10.5.1

The City will support new commercial development that contributes positively to the economic vitality of the community and provides opportunity for new business development.

The proposed Commercial area will add to the economic vitality of the community and provide for new business opportunities in an area where commercial development is the most appropriate use. State Road 80 at this location, where the property is surrounded by commercial uses is an appropriate area to implement Policy 10.5.1.

Policy 10.5.2

The City will provide land appropriately designated to sustain a robust commercial base.

The proposed Commercial area implements Policy 10.5.2 by designating a location for enhancement of the City's commercial base at a location where commercial is the most appropriate use.

Conclusion

The proposed approximately 1.5-acre development is located along a major roadway corridor in Hendry County and presents an opportunity for the redevelopment of a former commercial site that now sits vacant. As the application demonstrates, the proposed development will not have an undue burden on public infrastructure and will not create incompatibilities with surrounding uses. The analysis also demonstrates that the proposed amendment is consistent with the City of LaBelle Comprehensive Plan. For these reasons, the proposed amendment should be adopted.



1. Submittal review
Date _____ Section 8, Item I.
2. Legal Department:
Date _____ Atty _____
3. Planner Review
Date _____ Plnr _____
4. Legal Department:
Date _____ Atty _____

Date Received _____

File Number: PUD-200 - ____

Date Adopted: _____

Petitioner: ComTerra Development, C / o Mike Liggins

Address: _____

Telephone #: _____ Fax #: _____ E-mail: mliggins@comterragroup.com

Agent for Petitioner: Daniel DeLisi, AICP, DeLisi, Inc.

Address: 520 27th Street, West Palm Beach, FL 33407

Telephone #: 239-913-7159 Fax #: _____ E-mail: dan@delisi-inc.com

Owner of Property: NOAH Plaza, LLC

Address: 149 W. Hickpochee Ave., LaBelle, FL 33935

Telephone #: _____ Fax #: _____ E-mail: _____

Address/Location of Subject Property 10 W. Hickpochee Ave., LaBelle, FL 33935

Folio Number of Subject Property 2 29 43 02 150 0001-001.0, 2 29 43 02 150 0001-001.1,
2 29 43 02 150 0001-003.1, 2 29 43 02 150 0004-008.0,
2 29 43 02 150 0004-001.0

Legal Description of Property Involved See attached survey.

Lot Size 1.58 Acres Existing Use of Property Vacant

Existing Structures on Property (Include Height and Square Feet) N / A

Existing Zoning PUD & DBD Requested Zoning PUD

Existing Comprehensive Plan Designation Proposed Commercial (Current Downtown)

Reason for request (proposed use) To allow for the redevelopment of the property
for a convenience store with fuel pumps. Please see attached planning justification.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Date _____

Date _____

Date _____

NOTE: IF THE PETITIONER WISHES TO BE REPRESENTED BY AN AGENT, THE POWER OF ATTORNEY ON THE FOLLOWING PAGE MUST BE PROPERLY EXECUTED. IF DRAWINGS PREPARED BY AN ARCHITECTURAL, ENGINEERING OR OTHER FIRM ARE SUBMITTED, THE FIRM MUST EXECUTE THE ATTACHED PERMISSION TO REPRODUCE.

AFFIDAVIT

I, _____ certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief.

KNOW ALL MEN THAT I, _____, do hereby constitute and appoint _____ my true and lawful attorney, to execute the foregoing instrument in my name, place and stead this _____ day of _____, _____.

Signature of owner or authorized agent

Print or type name of person signing above

Name of owner/agent entity if a corporation, L.L.C., partnership, or trust

Representative capacity of person signing Affidavit:
President of Vice President of Corporation
Managing Member of L.L.C.
General Partner
Trustee

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public

Print or type name
My Commission Expires: _____

KNOW ALL MEN THAT I, _____, _____ (Title), of the firm of _____, do hereby grant the City of LaBelle permission to reproduce all or a portion of all plans, drawings, etc., submitted in connection with the foregoing petition.

Signature
Title: _____
Date: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public

Print or type name
My Commission Expires: _____

**CONFIRMATION OF OWNERSHIP BY OWNER; AND
AUTHORIZATION FOR AGENT OR PETITIONER (WHEN A DIFFERENT ENTITY)**

The undersigned to hereby swear or affirm that they are the fee simple title holders and owners of the record of property commonly known as _____
And legally described in Exhibit A attached hereto.

The property described herein is the subject of a Rezone application. We hereby designate _____ as the legal representative of the property in the course of seeking approval of this application. This representative will remain the only entity to authorize development activity until such time as anew or amended authorization is delivered to the City.

Owner Signature_____
Printed Name_____
Name of owner entity if a corporation, L.L.C., partnership, trust_____
Representative capacity of person signing: President or Vice
President of Corporation, Managing Member of L.L.C., General
Partner, Trustee_____
Address of Owner**STATE OF FLORIDA)**

COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me this _____ day of
_____, 200__, by _____
(_____) capacity if applicable who is personally known to me or produced
_____ as identification.

Notary Public

Notary Public – State of Florida

My commission expires _____

Name typed, stamped or printed

INSTRUCTIONS FOR FILING A PLANNED USE DEVELOPMENT PETITION**PROCEDURE:**

1. Rezone petitions may be obtained at the City Clerk's office and may be initiated by the owner of the property involved or his legally designated representative. A petition must be completed and submitted to the City Clerk, together with the required fee and supportive materials, at least 14 days prior to the next scheduled City Commission meeting.

Petitioners are required to arrange a submittal-review conference with the City Clerk to take place at the time of submittal. Petitioners may arrange an appointment by calling 675-2872. Petitions received later than 14 days in advance of a meeting or petitions which are determined to be incomplete will be placed on the agenda of the next meeting. Therefore, early submittal and the submittal-review conference with the City Clerk will help ensure consideration of your petition by the City Commission

City Commission meetings are held regularly on the second Thursday of each month, beginning at 7:00 p.m.

2. After reviewing the petition for completeness, the City Clerk will discuss it with other City staff relative to their specific areas of responsibility as they relate to the request.
3. Once the application is deemed complete by the City Clerk, it will be forwarded to the City Attorney to determine its legal sufficiency.
4. After the City Attorney has signed off as to legal sufficiency the application shall be forwarded to the City Planner for review.
5. The City Attorney shall review the application prior to the date of hearing by the City Commission to ensure all statutory requirements have been met.
6. The petitioner or his authorized representative shall appear at the City Commission meeting. The City Commission will consider the recommendation of the staff and the comments by the petitioner and the public. The City may vote to approve, deny, or approve the petition with conditions
7. Action on a rezone petition is taken by resolution; action on the actual Rezoning of the property is taken by ordinance.

PURPOSE: The Planned Unit Development process is intended to accommodate integrated and well designed developments in accordance with approved development plans. The district is intended to offer flexibility of design and to encourage imaginative, functional, high quality land planning development which is compatible with adjacent and nearby lands and activities. Lands proposed for development under the PUD may contain a mixture of residential, commercial, recreational and/or other uses provided the use is not in conflict with the Future Land Use.

STANDARDS: In their analysis of the rezone petition and the proposed development plan, and prior to official action recommending in favor of or approving the petition and plan, the Planning Advisory Board and City Council shall ensure that the following standards and conditions are met and shall deny the request if the following standards are not met:

1. Land uses within the development shall be appropriate in their proposed location, in their relationships to each other, and in their relationships with uses and activities on adjacent and nearby properties.
2. The development shall comply with applicable city plans and planning policies, and shall have a beneficial effect both upon the area of the city in which it is proposed to be established and upon the city as a whole.
3. The total land area within the development and the area devoted to each functional portion of the development shall be adequate to serve its intended purpose.
4. Streets; utilities; drainage facilities; recreation areas; building heights, sizes and yards; and vehicular parking and loading facilities shall be appropriate for the particular use or uses involved, and shall equal or exceed the level of design and construction quality required of similar land development elsewhere in the city.
5. Visual character and community amenities shall be equal or better in quality than that required by standard zoning districts for similar development.
6. Open space shall be adequate for the type of development and the population densities proposed.
7. Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.
8. In the case of developments which are to be constructed in several units, the proposed units shall be shown on the overall development plan. The proposed construction units shall individually comply with the standards set forth in this section in order that, if for any reason construction ceases prior to completion of the entire planned development, the resulting partially complete project will adequately serve its purchasers and occupants and will not cause a general public problem.

PURPOSE OF GENERAL DEVELOPMENT AND SITE PLAN REVIEW: The purpose of the general development and site plan review is:

1. To encourage logic, imagination, innovation, and variety in the design process.
2. To make certain that the proposed development is compatible with its surrounding area.
3. To ensure appropriate planning and to require the necessary improvements with respect to:

- a. Vehicular entry and exit drives
- b. On-site vehicular circulation
- c. Access ways for emergency and service vehicles
- d. The impact of traffic generated by the project on traffic patterns and volumes on adjoining and nearby streets and the adequacy of such streets to accommodate such traffic
- e. The adequacy of public utilities
- f. The adequacy of buffers between the project and adjoining dissimilar uses
- g. Off-site improvements necessitated by the traffic or other aspects of the proposed project

REQUIRED SUPPORTIVE MATERIALS:

1. A check in the amount of the PUD application fee made payable to the City of LaBelle (see fee schedule).
2. A recitation of all covenants, both existing and proposed to run with the land.
3. A statement of proposed development criteria and standards.
4. A list and mailing labels of property owners within 500 feet, measured from the closest property boundary of the subject property.

SPECIFIC REQUIREMENTS

1. The name of the proposed development.
2. The name and address of the owner of the property with proof of ownership.
3. The name, address, and seal of the individual or firm which prepared the relevant plans.
4. The total tract boundary drawn in accordance with the minimum technical standards as required by the Florida Board of Land Surveyors with distances marked to at least the nearest foot that includes the following information:
 - a. Graphic scale.
 - b. North point or arrow.
 - c. Location of the front, side, and rear yards as required by the applicable zoning district.
 - d. All zoning district boundaries which divide, or abut, the property.
 - e. Location, ground floor elevations, and areas of all existing and proposed structures
 - f. Construction limit line, showing all areas to remain undisturbed.
 - g. Location of proposed buffer yards and usable open space.
 - h. Location and dimensions of all easements.
 - i. All existing and proposed points of motor vehicle access to the property.
 - j. All existing and proposed parking areas and loading spaces, including stalls, aisles, and driveways.
 - k. Location of bulk trash containers and dumpsters, screened as required.
 - l. All watercourses, wetlands, bogs, swamps, marshes, floodways and flood plain boundaries and environmentally sensitive zones, including source of data.
 - m. Existing and proposed fire hydrants, water, sewer, electric, and other utility lines and

easements.

- n. Location of public and private existing and proposed water mains and waste water facilities, including pump stations, storage tanks and related facilities.
 - o. Location of any areas to be commonly owned and/or used and the method by which they will be owned managed and maintained.
 - p. Areas, if any, proposed to be converted, dedicated, or reserved for public use.
 - q. Location and width of all existing and proposed sidewalks.
 - r. Location of all rights-of-way dividing or abutting the property.
5. Grading / Water Management Plan that includes:
 - a. Existing topography with sufficient information to determine existing drainage patterns. Spot elevations shall be provided at a minimum of twelve per acre.
 - b. Topographic contours to be depicted by solid lines wherever grade changes are proposed. Sufficient information shall be provided to determine drainage patterns and the impact the proposed project will have on all adjacent properties.
 - c. Location, size, and materials of all existing and proposed retaining walls.
 - d. Provisions for storm drainage, including catch basins, retention ponds, detention ponds, drywells, energy dissipaters, manholes, culverts, and similar facilities with storm water management calculations therefore.
 - e. A statement of all surfacing and curbing material to be used in parking and loading areas.
 6. Vicinity map showing all lots, streets, and driveways within 500 feet from the exterior boundary of the lot.
 7. Detailed architect's elevations for all facades at a scale of not less than 1/8" = 1'- 0" and renderings of the principal facades. A general sketch showing the proposed building in relationship to adjacent buildings shall also be provided.
 8. A narrative that includes the following information:
 - a. Proposed use of the property.
 - b. Total size of each lot to the nearest square foot.
 - c. Provisions for potable water distribution and sewerage disposal, including location and size of existing and proposed mains and laterals, pump stations and related sewerage treatment facilities.
 - d. Names of all existing and proposed public and/or private streets.
 9. Landscape plan showing location, species type, size, and quantity.
 10. A block on the site plan with the following written information, as applicable.
 - a. Zoning district(s) in which the property lies.
 - b. Total size of the property to at least the nearest square foot.
 - c. Gross floor area of each building.
 - d. Proposed percentage of building lot coverage.
 - e. Height of all buildings and other structures in feet and stories.
 - f. Number of parking spaces required and provided for each use and method of calculation.
 - g. Number of handicapped parking spaces required and provided
 - h. Proposed overall density for each lot (number of dwelling units per acre)
 - i. Minimum usable open space required, and provided, in square feet.

11. One colored site plan for meeting presentation purposes.
12. 10 (ten) SETS* of the following:
 - a. Completed petition form (*Original and 9 copies*);
 - b. Proof of ownership (10 copies of deed, property tax receipt, etc.).
 - c. A site plan. Ten (10) copies of a site plan must be submitted with thirty-five (10) copies of the petition and any other necessary supportive materials (i.e 10 complete sets). This plan must be at a suitable scale and be no smaller in size than 8-1/2" x 11" and no larger in size than 34" x 36". Plans larger than 8-1/2" x 11", MUST BE FOLDED. The architectural, engineering or other firm preparing the plans MUST SIGN permission to reproduce on Page 3 of the application and have his or her signature notarized. The site plan must show all data pertinent to the proposed rezone, including at least the following:
 - (1) Date of drawing
 - (2) Scale
 - (3) North arrow
 - (4) Name of person or firm who drew the plan
 - (5) Location of existing parcels of land within 500 feet of the property proposed to be rezoned and other information which may be pertinent
 - (6) All properties immediately adjacent to and across an alley or street: show location of building footprints, access points, other significant features
 - (7) Existing zoning districts and land uses within 500 feet of the property that is the subject of this petition
 - (8) Graphic illustration of area/property to be rezoned
13. One legible reduced plan (either 8½" x 11" or 11" x 17").
14. All 8½ x 11" papers must be three-hole punched to accommodate packets for City Council. All plans or supplemental material that is larger than 8½ x 11" must be placed in plastic sleeves that are three-hole punched or presented in a way that is suitable for inclusion in a three-ring binder.
15. A residential impact statement petition may also be required.

*For example, one petition, one site plan, one landscape plan, and one each of other supportive materials should be put together to comprise a set. Do not submit, for example, one stack of 9 site plans, one stack of 9 landscape plans, and one stack of 9 petitions separate from each other supportive material, as this is not a set.

PLEASE NOTE: If the petition is continued *for any reason*, additional folded plans *may* be required OR, if any changes are made, an additional 10 folded plans will absolutely be required. The City of LaBelle reserves the right to refuse to accept a petition if incomplete on the filing deadline date. The complete petition may be submitted for the following month's PAB meeting.

It is recommended that the typical architectural elevations be in color.

WAWA LaBELLE PUD PROJECT PLANNING JUSTIFICATION STATEMENT

Introduction

The Wawa LaBelle PUD is located along State Road 80 between the intersections with College Road and Main Street (see attached aerial map). The subject property is currently zoned PUD for general retail use and formerly developed as strip commercial, though it is now a vacant lot. The property is currently located in the Downtown District on the future land use map but is being proposed for change to the Commercial future land use, consistent with the properties to the south of State Road 80.

The subject property is/near the historic center of the City of LaBelle. Prior zoning has produced development with little success. The current vacant lot at this location represents a significant underutilization of land in a key area of the City. In addition, the vacant lot at this location breaks up the urban fabric of the city and projects an image of decay, rather than the vibrancy the City hopes to convey. Therefore, new development at this location has significant value to the City as well as the surrounding properties.

The proposed rezoning requests approval of a commercial development with a maximum of 7,000 square feet of commercial floor area and fuel pumps on approximately 1.5 acres. This commercial development is consistent with the land uses to the south, east and west. The project will include a convenience store, known for its food selection, and uses ancillary to the store.

Surrounding Uses and Compatibility

The subject property is in the historic center of the City of LaBelle. Attached is a City of LaBelle zoning map which identifies the subject property. Specifically, the property is surrounded by the following zoning and land uses:

	Zoning	Land Use
North	DBD (Downtown Business District/Commercial)	Commercial/Office
South	B-2 (Commercial)	Commercial/McDonald's
West	DBD (Downtown Business District/Commercial)	Commercial/Retail
East	DBD (Downtown Business District/Commercial)	Commercial/Grocery Store and restaurant

Commercial uses and zoning surround the property on all sides. To the north of the subject property is an office use in the Downtown Business District. To the south, across from State

Road 80 is a McDonalds in the B-2 commercial zoning district. To both the west and east are retail uses, strip commercial and a restaurant/grocery store.

The subject property is located along State Road 80, a major roadway corridor extending from Fort Myers to West Palm Beach, and a very high-volume roadway corridor. A commercial use to both caters to the traveling public and provide a local convenience food option is an ideal use for the subject property and compatible with surrounding properties.

Standards of Review

The proposed Planned Unit Development meets the Standards of Review as follows.

1. Land uses within the development shall be appropriate in their proposed location, in their relationships to each other, and in their relationships with uses and activities on adjacent and nearby properties.

The proposed PUD is located on a property that is surrounded on all sides by commercial uses and along the north side of State Road 80, a major roadway corridor in Hendry County and the City of LaBelle. As stated above, a commercial use to both caters to the traveling public and provides a local convenience food option is an ideal use for the subject property and compatible with surrounding properties. The proposed change is the consistent land use with surrounding uses and a very big improvement over the current vacant lot, an underutilization of the subject property in the heart of LaBelle.

2. The development shall comply with applicable city plans and planning policies, and shall have a beneficial effect both upon the area of the city in which it is proposed to be established and upon the city as a whole.

The proposed comprehensive plan amendment is consistent with the City of LaBelle Comprehensive Plan's Goals, Objectives and Policies. A description of how the plan amendment complies with the Comprehensive Plan is detailed below.

Policy 1.1.1

The City will establish compatibility as one of the criteria in the review of development proposals.

As described above, given the location of the subject property, compatibility is not a concern for surrounding properties.

Policy 1.1.4

The City will assure that services and facilities are provided at the adopted level of service concurrent with existing and future demand.

The attached Transportation Impact Statement demonstrates that adequate road capacity exists to meet the needs of the proposed development. In addition, water and sewer capacity is available to the subject property. Because this is commercial use, schools, parks and similar services for residential development are not required. For this reason, commercial development generally has a very positive impact on fiscal resources of the City.

Policy 1.1.6

The City will require the availability of water and sewer and other facilities and services for which there are level of service standards.

The City has water and sewer available to the subject property and capacity exists to serve the intended uses.

Objective 1.3 Land Use Categories

Continue to promote LaBelle as a desirable place to live, work and play, by establishing land use categories that promote economic development while retaining the character and quality of life of the community.

The proposed Commercial future land use category will allow for the redevelopment of a former commercial building that now remains a vacant lot in the core of the City. The redevelopment will add a convenience store and popular quick-serve restaurant to the core of the City replacing a vacant lot, with detracts from the character of LaBelle. The commercial development will have a positive tax benefit for the city and provide services that enhance the quality of life for residents. The expansion of the tax base will give the city increased revenue to grow and invest in improvements that promote LaBelle and a desirable place to live, work and play.

Policy 1.3.4 Commercial Land Use Category

The Commercial Land Use Category applies predominantly to lands located along the street frontages of State Roads 80 and 29 South. This land use category accommodates commercial, retail and office uses that are more auto oriented due to scale and typology, while respecting the pedestrian and alternative transportation modes through land development code design standards.

The Commercial Land Use Category will have a maximum Floor Area Ratio (FAR) of 1.0, to encourage a greater use of the site within an urban setting.

Development will provide access management plans that utilize frontage roads, alleyways, shared ingress and egress and parking.

The proposed amendment is to the Commercial future land use category. In accordance with this category, the property is located with direct frontage on State Road 80. The land use category also “accommodates commercial, retail and office uses that are more

auto oriented due to scale and typology". Given the subject property's location, the surrounding uses and the frontage on State Road 80 the Commercial future land use category is the most appropriate for the subject property.

The proposed Planned Unit Development limits the property to 7,000 square feet of commercial floor area, well within the FAR of 1.0.

The PUD site plan demonstrates that the development will not have any access directly to State Road 80, but will utilize both North Main Street and College Street for access, consistent with this policy.

Objective 1.6 Compatibility and Neighborhood Protection

The City of LaBelle's future land use map is comprised of a range of densities, all of which can be accommodated in the appropriate areas when the following policies and standards are met. All new development and redevelopment must be compatible with existing and planned surrounding development in order to protect the City's established residential neighborhoods and ensure a high quality of life for its residents. For the purposes of this objective, compatibility is defined as the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include the following: height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean "the same as." Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development.

As described above, the subject property is surrounded by commercial uses on the south, east and west and north. Along the southern frontage is State Road 80, a major roadway thoroughfare that is not conducive for pedestrian oriented uses. Immediately to the north is an office use, creating a step down in intensity to the residential neighborhood to the north of the office uses. Because of the uses immediately surrounding the subject property and the former use of the property as retail, compatibility is not a concern. There are no adjacent neighborhoods that will be negatively impacted by the proposed development, rather, redevelopment of the now vacant lot will improve the character of the City.

Policy 2.5.3

The City shall, as part of its Land Development Code, encourage interconnectivity of adjacent development in order to minimize access points to major roadways, particularly SR 80 and SR 29.

The subject property is interconnected to the commercial and residential uses to the north, east and west via College Street and Main Street. There are no direct access points to State Road 80.

Objective 4.3 Potable Water Supply

Provide potable water supplies for the residents of LaBelle.

The proposed development will connect to utility lines along the State Road 80 corridor.

Policy 4.3.4

The City will provide adequate water supply facilities for the future population and associated growth of LaBelle.

The proposed development will connect to the existing water line along State Road 80.

Policy 4.5.4

The City will require redevelopment and new developments to have adequate stormwater drainage systems.

The attached drainage plan shows how the property will handle stormwater and connect to existing drains.

Policy 10.4.1

The City will partner with local and regional agencies to promote the City regionally, nationally and internationally as a tourist destination.

In order to thrive as a tourist destination, adequate commercial uses must be in place to serve the needs of both the existing population and visitors. The convenience store and fresh food uses will be of benefit to tourists visiting the area. Further, the redevelopment of a now vacant lot will be a benefit to the overall character of the City of LaBelle.

Policy 10.5.1

The City will support new commercial development that contributes positively to the economic vitality of the community and provides opportunity for new business development.

The proposed Commercial area will add to the economic vitality of the community and provide for new business opportunities in an area where commercial development is the most appropriate use. State Road 80 at this location, where the property is surrounded by commercial uses, is an appropriate area to implement Policy 10.5.1.

Policy 10.5.2

The City will provide land appropriately designated to sustain a robust commercial base.

The proposed Commercial area implements Policy 10.5.2 by designating a location for enhancement of the City's commercial base at a location where commercial is the most appropriate use.

3. The total land area within the development and the area devoted to each functional portion of the development shall be adequate to serve its intended purpose.

The proposed site is of sufficient size for the convenience store use with adequate open space and stormwater facilities. There is sufficient area to incorporate the required buffers, setbacks, and meet the City's standards for development.

4. Streets; utilities; drainage facilities; recreation areas; building heights, sizes and yards; and vehicular parking and loading facilities shall be appropriate for the particular use or uses involved, and shall equal or exceed the level of design and construction quality required of similar land development elsewhere in the city.

The subject property is located in the heart of the City of LaBelle. Drainage facilities and utility lines are already in place to serve development. The attached surface water plan shows how water will flow across the site and the location of the inlets. The letter of service availability shows the location of utility lines. The master concept plan shows the layout of the site, parking, setbacks and circulation, all of which will need to meet all code requirements at the time of final site plan approval.

5. Visual character and community amenities shall be equal or better in quality than that required by standard zoning districts for similar development.

The proposed development will be a significant improvement over the prior use and will add a quality development to the City. Attached are architectural elevations that demonstrate the developer's commitment to meeting the City's architectural design guidelines.

6. Open space shall be adequate for the type of development and the population densities proposed.

The proposed development is for commercial use and therefore does not include population or density. Open space will be provided consistent with LDC Section 4-88.

7. Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.

The proposed development is for a single use. The property will be maintained by the property owner.

8. In the case of developments which are to be constructed in several units, the proposed units shall be shown on the overall development plan. The proposed construction units shall individually comply with the standards set forth in this section in order that, if for any reason construction ceases prior to completion of the entire planned development, the resulting partially complete project will adequately serve its purchasers and occupants and will not cause a general public problem.

The proposed development is for a single use as shown on the master concept plan.

Special Exception Criteria

The proposed use would require Special Exception approval in accordance with LDC Section 4-87.3.1 if they were within a conventionally zoned area and not being zoned as a PUD. Because the proposed use is being zoned through the PUD process, a Special Exception is not required. However, the proposed development still meets the special exception approval criteria in LDC Section 4-87.3.2, which are very similar to the PUD approval criteria.

A. Consistency with the intent of the State Road 80 Overlay District in protecting and enhancing viewsheds from SR 80 and other public roadways.

As stated above, any proposed development will need to adhere to the enhanced landscaping and signage requirements of the State Road 80 Overlay. This alone will protect and enhance viewsheds. In addition, the proposed zoning includes architectural drawing demonstrating a high level of design for the proposed development and the proposed convenience store.

B. The request addresses the balance between auto-oriented design and multi-modal access, particularly pedestrian access, through enhanced design standards.

Although the proposed use is auto oriented, consistent with almost every other use along State Road 80, the site plan will accommodate pedestrian access through and along its perimeter directly into the convenience store. The building will be facing Main Street with a sidewalk that will connect directly to the convenience store entrances from the sidewalk along Main Street, without crossing any parking or vehicular circulation areas. The internal sidewalk system links directly to the sidewalk along College Street as well, providing safe pedestrian accommodation.

C. The site design standards incorporate innovative techniques to address the project's visual impact on the SR 80 corridor and demonstrate enhancements to the minimum standards.

The proposed architecture demonstrates an enhancement to the minimum standards through both articulation in the building façade and the use of varying materials along the building's siding.

D. The request demonstrates compliance with the locational criteria set forth in the Comprehensive Plan, relating the siting of intensive uses in areas with direct access to arterials roadways, connection to public utilities and infrastructure, and mitigation of impacts to residential neighborhoods.

The proposed use is along State Road 80, with direct access through the two perpendicular roads, College Street and Main Street, along the east and west of the property. The property is surrounded to the north by other commercial uses, creating a natural transition to residential areas to the north of the commercial. The utility infrastructure already exists along the corridor.

E. Conditions exist which warrant the proposed use, including but not limited to demonstrated market demand and minimum spatial separation of 500 feet from a similar use.

The proposed use is very unique in nature. Wawa is primarily known as a sandwich shop and convenience store with fuel pumps that are ancillary to its primary business. While there are other convenience stores and gas stations, none are located within 500 feet and there is no other Wawa in Hendry County.

F. The request will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

As stated above, the subject property is surrounded by State Road 80 and commercial uses. The residential neighborhood to the north is separated by other commercial uses. The property is in a commercial area and will not in any way be detrimental to the neighborhood.

G. The request will be compatible with existing or planned uses.

As stated above, the proposed development will be compatible with surrounding uses based on the commercial character of the area.

H. The request will not cause damage, hazard, nuisance or other detriment to persons or property.

Given the property's location and surrounding uses, development of the proposed convenience store will not cause damage, hazard, nuisance or other detriment to persons or property.

I. The request will protect, conserve or preserve environmentally critical areas and natural resources.

The subject site is a redevelopment of a former commercial use and is entirely cleared of any vegetation. There are no environmentally sensitive or critical areas on the subject property.

J. The request is consistent with the goals, objectives, policies and intent of the LaBelle Comprehensive Plan.

As demonstrated above, the request is consistent with the Goals, objectives and policies of the LaBelle Comprehensive Plan.

K. The request is in compliance with all general zoning provisions, supplemental regulations and performance standards pertaining to the use set forth in this chapter.

As demonstrated above, the request is in compliance with the Land Development Code.

Summary

As detailed above, the attached application demonstrates that the proposed request complies with the LaBelle Comprehensive Plan, is compatible with existing uses in the surrounding areas, and is located where adequate infrastructure exists to accommodate this development. Based on compliance with these and other regulations, we respectfully contend that the proposed re-zoning application is appropriate at the subject location. For these reasons, the requested zoning should be approved.

**CONFIRMATION OF OWNERSHIP BY OWNER; AND
AUTHORIZATION FOR AGENT OR PETITIONER (WHEN A DIFFERENT ENTITY)**

The undersigned to hereby swear or affirm that they are the fee simple title holders and owners of the record of property commonly known as _____
And legally described in Exhibit A attached hereto.

The property described herein is the subject of a Rezone application. We hereby designate _____
Daniel DeLisi, AICP _____ as the legal representative of the property in the course of seeking approval of this application. This representative will remain the only entity to authorize development activity until such time as anew or amended authorization is delivered to the City.

Ay Kati
Owner Signature

Ayman Kati
Printed Name

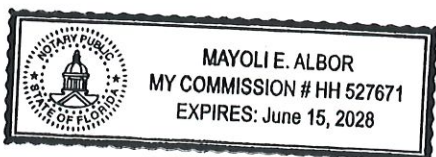
Noah Plaza, LLC
Name of owner entity if a corporation, L.L.C., partnership, trust

Manager
Representative capacity of person signing: President or Vice
President of Corporation, Managing Member of L.L.C., General
Partner, Trustee

149 W Hickpochee Ave La Belle FL 33935
Address of Owner

STATE OF FLORIDA)
COUNTY OF HENDRY)

Sworn to (or affirmed) and subscribed before me this 19th day of
March, 2025, by Ayman Kati
(Manager) capacity if applicable who is personally known to me or produced
as identification.



[Signature]
Notary Public
Notary Public – State of Florida
My commission expires _____

Name typed, stamped or printed

Prepared by & return to:
Julie V. Fanelli
Fanelli Law Firm, PA
180 Fountain Pkwy N., Ste. 100
St. Petersburg, FL 33716
Parcel ID #: 2024329-15000010010; 2024329-15000010011;
2024329-15000010031; 2024329-15000040010; 2024329-15000040080
Consideration: \$2,100,000.00

Inst: 202326014360 Date: 11/21/2023 Time: 12:12PM
Page 1 of 4 B: 1064 P: 1799, Kimberley Barrineau, Clerk of Court
Hendry, County, By: DH
Deputy Clerk Doc Stamp-Deed: 14700.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 20 day of November, 2023, by **Aileron Labelle, LLC**, a Florida limited liability company ("Grantor"), whose address is 3401 W. Cypress St., Ste. 201, Tampa, FL 33607 to **NOAH Plaza, LLC**, a Florida limited liability company ("Grantee"), whose address is 149 W. Hickpochee Avenue, Labelle, FL 33935.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Hendry County Florida, (the "Property") as more particularly described on Exhibit A attached hereto.

TOGETHER WITH all the easements, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO real estate taxes for 2024 and all subsequent years, and those exceptions and encumbrances set forth on Exhibit "B" attached hereto and incorporated herein by this reference (said exceptions and encumbrances being referred to herein as the "Permitted Exceptions").

TO HAVE AND TO HOLD, the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

AND GRANTOR HEREBY COVENANTS with Grantee that Grantor is lawfully seized of the Property in fee simple, and that Grantor hereby specially warrants the title to said land subject to the matters referred to above and will defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but not otherwise.

[SIGNATURES ON FOLLOWING PAGE]

Inst: 202326014360 Date: 11/21/2023 Time: 12:12PM
Page 2 of 4 B: 1064 P: 1800, Kimberley Barrineau, Clerk of Court
Hendry, County, By: DH
Deputy ClerkDoc Stamp-Deed: 14700.00

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

Aileron Labelle LLC, a Florida limited
liability company

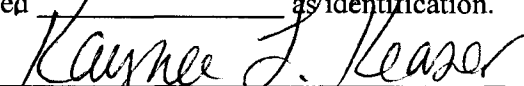

Witness Printed Name: Julie V. Fanelli

By 
Chris Salemi, Authorized Representative

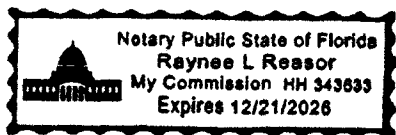

Witness Printed Name: Raynee L. Reasor

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ~~physical~~ physical presence or ☐ online notarization, this _____ day of November, 2023 by Chris Salemi, as Authorized Representative of Aileron Labelle LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.


Notary Public
Raynee L. Reasor
Name typed, printed or stamped
My Commission Expires: 12/21/2026

[Notary Seal]



Inst: 202326014360 Date: 11/21/2023 Time: 12:12PM
Page 3 of 4 B: 1064 P: 1801, Kimberley Barrineau, Clerk of Court
Hendry, County, By: DH
Deputy ClerkDoc Stamp-Deed: 14700.00

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 27 and 28, Block 4, COURTHOUSE SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, page 42, of the Public Records of Hendry County, Florida.

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 1, COURTHOUSE SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, page 42, of the Public Records of Hendry County, Florida.

AND

That certain alley lying in Block 1, COURTHOUSE SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, page 42, of the Public Records of Hendry County, Florida, described as follows: Beginning at the Northwest corner of Lot 8; thence to the Southwest corner of Lot 9; thence to the Southeast corner of Lot 22; thence to the Northeast corner of Lot 1; and thence to the Point of Beginning.

AND

An alley in Block 1 of COURTHOUSE SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, page 42, of the Public Records of Hendry County, Florida, beginning at the Northwest corner of Lot 16; thence to the Southwest corner of Lot 22; thence to the Southeast corner of Lot 9; thence to the Northeast corner of Lot 15; thence to the Northwest corner of Lot 16 to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING as taken by the State of Florida, Department of Transportation by Order of Taking recorded in Official Records Book 504, Page 265, of the Public Records of Hendry County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of said Lot 8; thence N 00°51'15" W, 66.39 feet along the West line of said Lot 8; thence S 47°45'39" E, 26.98 feet to the beginning of a curve to the right; thence along said curve having a radius of 4636.66 feet, a central angle of 02°02'42", an arc length of 165.50 feet, the chord for which bears N 85°47'11" E to the end of said curve; thence N 33°57'12" E, 43.79 feet to the East line of said Lot 1; thence S 00°51'45" E, 92.56 feet along said East line to the Southeast corner of said Lot 1; thence S 88°51'31" W, 209.91 feet along the South line of said Lots 1, 2, 3, 4, 5, 6, 7 and 8 to the Point of Beginning.

Inst: 202326014360 Date: 11/21/2023 Time: 12:12PM
Page 4 of 4 B: 1064 P: 1802, Kimberley Barrineau, Clerk of Court
Hendry, County, By: DH
Deputy ClerkDoc Stamp-Deed: 14700.00

EXHIBIT B

PERMITTED EXCEPTIONS

1. Five foot Building Line Easements along the east boundaries of Blocks 1 and 4, as set forth on the Plat of COURTHOUSE SUBDIVISION LA BELLE FLORIDA, recorded in Plat Book 2, Page 42.



**DESCRIPTION OF PARCEL IN
SECTION 2, TOWNSHIP 29, RANGE 43 EAST
LABELLE, HENDRY COUNTY, FLORIDA**

A tract or parcel of land situated in the State of Florida, County of Hendry, lying within Section 2, Township 29 South, Range 43 East, and further bounded and described as follows:

Commencing at the southwest corner of Block 1, Lot 8 of the Court-House Subdivision, recorded in Plat Book 2, Page 42, of the public records of Hendry County, Florida; thence, N00°26'02"W, along the west line of said Lot 8, for 66.39 feet, to the Point of Beginning of the herein described parcel, on the east right-of-way line of College Street (50' wide right-of-way); thence, continuing N00°26'02"W, along the west line of Block 1, Lots 8 through 15 of the Court-House Subdivision and the east right-of-way line of College Street, for 232.22 feet, to the south right-of-way line of Yeomens Avenue (50' wide right-of-way); thence, N00°25'53"W, crossing said Yeomens Avenue, for 50.00 feet, to the intersection of the north right-of-way line of said Yeomens Avenue with the east right-of-way line of College Street and the southwest corner of Block 4, Lot 28 of said Court-House Subdivision; thence, continuing N00°25'53"W, along the west line of Block 4, Lots 28 and 27 of the Court-House Subdivision and the east right-of-way line of College Street, for 50.00 feet, to the northwest corner of said Lot 27; thence, N89°16'53"E, along the north line of Block 4, Lots 27 and 2 of the Court-House Subdivision and crossing a 10-foot wide alley between said Lots 27 and 2, for 209.87 feet, to the northeast corner of said Block 4, Lot 2 and the west right-of-way line of Main Street (50' wide right-of-way); thence, S00°26'23"E, along the east line of Block 4, Lots 2 and 1 of the Court-House Subdivision and the west right-of-way line of Main Street, for 50.00 feet, to the said north right-of-way line of Yeomans Avenue; thence, continuing S00°26'23"E, crossing said Yeomans Avenue, for 50.00 feet, to the intersection of the south right-of-way of Yeomans Avenue with the west right-of-way line of Main Street and the northeasterly corner of Block 1, Lot 16 of the Court-House Subdivision; thence, continuing S00°26'23"E, along the east line of Block 1, Lots 16 through 1 and the west right-of-way line of Main Street, for 206.04 feet; thence, S34°22'34"W, along the west right-of-way line of Main Street, for 43.79 feet, to the north right-of-way line of Hickpochee Avenue (variable width right-of-way); thence, along a non-tangent curve to the right with a radius of 4,636.66 feet, a central angle of 2°02'43", and a long chord of S86°12'33"W 165.50 feet, for an arc length of 165.51 feet, to the said east right-of-way line of College Street; thence N47°20'17"W, along the said west line of College Street, for 26.96 feet, to the Point of Beginning.

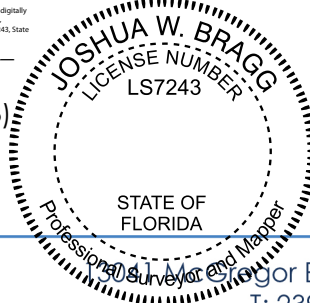
Parcel (including parts currently encumbered by Yeomens Avenue and the alley between Block 4, Lots 27/28 and 1/2) contains 72,113 sq. ft. (1.66 acres), more or less.

Bearings are based on the west right-of-way line of Main Street as bearing S00°26'23"E.


Joshua W. Bragg
Professional Surveyor and Mapper (LS 7243)
For the Firm of Haley Ward, Inc. (LB 8267)

This item has been digitally signed and sealed by Joshua W. Bragg, Professional Surveyor and Mapper #7243, State of Florida, on the date indicated here.

Digitally signed by This item has been digitally signed and sealed by Joshua W. Bragg, Professional Surveyor and Mapper #7243, State of Florida, on the date indicated here. Date: 2023.07.18 15:04:59 -0400



3081 McGregor Boulevard, Fort Myers, FL 33919
T: 239.481.1331 | HALEYWARD.COM

**SECTION 2, TOWNSHIP 29, RANGE 43 EAST
LABELLE, HENDRY COUNTY, FLORIDA**

1. SKETCH BASED ON PLAT OF COURT-HOUSE SUBDIVISION (PLAT BOOK 2, PAGE 42) AND "ALTA/BOUNDARY TOPOGRAPHIC SURVEY" PREPARED BY EXTREME SURVEYING OF FLORIDA, INC. (LB 7425), AND DATED APRIL 11, 2022.
2. BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET AS BEARING S00°26'23"E, PER SURVEY NOTED ABOVE.
3. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.



HENDRY COUNTY, FLORIDA



	① CALCULATED ASSIGNMENT		① TELEPHONE MARKER
	② CONCRETE REINFORCEMENT		② UNDERGROUND PHONE
	③ METAL MALLEABILITY		③ UNDERGROUND WATER MARKER
	④ RING NET		④ UNDERGROUND WATER MARKER
	⑤ SEWER MANHOLE		⑤ UNDERGROUND WATER MARKER
	⑥ STORM MANHOLE		⑥ UNDERGROUND WATER MARKER
	⑦ FLAG POLE		⑦ UNDERGROUND WATER MARKER
	⑧ OBSOLETE TYPE MANHOLE		⑧ UNDERGROUND WATER MARKER
	⑨ HYDRANT		⑨ UNDERGROUND WATER MARKER
	⑩ PREVENTIVE VALVES		⑩ UNDERGROUND WATER MARKER
	⑪ METAL LOLLIPOP		⑪ UNDERGROUND WATER MARKER
	⑫ CLEANOUT		⑫ UNDERGROUND WATER MARKER
	⑬ STORM MANHOLE		⑬ UNDERGROUND WATER MARKER
	⑭ GAS VALVE		⑭ UNDERGROUND WATER MARKER
	⑮ UNDERGROUND ELECTRIC		⑮ UNDERGROUND WATER MARKER
	⑯ UNDERGROUND WATER MARKER		⑯ UNDERGROUND WATER MARKER
	⑰ CONCRETE LIGHT POLE		⑰ UNDERGROUND WATER MARKER
	⑱ WOOD LIGHT POLE		⑱ UNDERGROUND WATER MARKER
	⑲ WOOD POWER POLE		⑲ UNDERGROUND WATER MARKER
	⑳ CONCRETE POWER POLE		⑳ UNDERGROUND WATER MARKER
	㉑ RAILROAD X-MILE GATE		㉑ UNDERGROUND WATER MARKER
	㉒ FIRE DEPARTMENT CONNECTION		㉒ UNDERGROUND WATER MARKER
	㉓ SEWER MANHOLE		㉓ UNDERGROUND WATER MARKER
	㉔ CABLE BOX		㉔ UNDERGROUND WATER MARKER
	㉕ PHONE BOX		㉕ UNDERGROUND WATER MARKER
	㉖ SON		㉖ UNDERGROUND WATER MARKER
	㉗ GUY WIRE		㉗ UNDERGROUND WATER MARKER
	㉘ WELL		㉘ UNDERGROUND WATER MARKER
	㉙ MANHOLE		㉙ UNDERGROUND WATER MARKER
	㉚ CONCESS MAIL STOOL		㉚ UNDERGROUND WATER MARKER
	㉛ TOOL TIP OF SHANK		㉛ UNDERGROUND WATER MARKER
	㉜ TRANSFORMED POLE		㉜ UNDERGROUND WATER MARKER
	㉝ FIRE DEPARTMENT CONNECTION		㉝ UNDERGROUND WATER MARKER
	㉞ FIRE DEPARTMENT CONNECTION		㉞ UNDERGROUND WATER MARKER
	㉟ FIRE DEPARTMENT CONNECTION		㉟ UNDERGROUND WATER MARKER
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	㊽ FIRE DEPARTMENT CONNECTION		㊽ UNDERGROUND WATER MARKER
	㊾ FIRE DEPARTMENT CONNECTION		㊾ UNDERGROUND WATER MARKER
	㊿ FIRE DEPARTMENT CONNECTION		㊿ UNDERGROUND WATER MARKER

LINE	BEARING	DISTANCE
L1	S 00°26'23" E	7.44
L2	S 34°22'34" W	43.79'
L3	N 47°20'17" W	26.96'
L4	N 00°25'53" W	50.00'
L5	S 00°26'23" E	50.00'

PINE TREE AND SIZE

LOTS 1, 2, 27 AND 28, BLOCK 4, COURTHOUSE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 42, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 AND 22, BLOCK 1, COURTHOUSE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 42, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

THAT CERTAIN ALLEY LYING IN BLOCK 1, COURTYARD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 42, OF THE PUBLIC RECORDS OF HENDEY COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 8; THENCE TO THE SOUTHWEST CORNER OF LOT 9; THENCE TO THE SOUTHEAST CORNER OF LOT 22; THENCE TO THE NORTHEAST CORNER OF LOT 1; AND THENCE TO THE POINT OF BEGINNING.

AN ALLEY IN BLOCK 1 OF COURTLIST SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 42, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, BEGINNING AND TO THE NORTHWEST CORNER OF LOT 16, THENCE TO THE SOUTHWEST CORNER OF LOT 16, THENCE TO THE SOUTHEAST CORNER OF LOT 16, THENCE TO THE SOUTHWEST CORNER OF LOT 16, THENCE TO THE NORTHWEST CORNER OF LOT 16 TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING AS TAKEN BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, AND THE FOLLOWING AS TAKEN BY THE STATE OF FLORIDA DEPARTMENT OF REVENUE, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1) THIS IS AN ALTA/BOUNDARY, TOPOGRAPHIC SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND ONLY, MADE ON THE GROUND UNDER THE SUPERVISION OF A FLORIDA REGISTERED LAND SURVEYOR AND MAPPER, AND EXCEEDS THE MINIMUM TECHNICAL STANDARD FOR HORIZONTAL AND VERTICAL ACCURACY FOR THIS PROPERTY'S EXPECTED USE.

2. BEARINGS REFERRED TO THE EAST RIGHT OF WAY LINE OF MAIN STREET AS BEING S 00°26' E 126.25' PER GEODETIC BEARINGS, N.A.D. 83, ZONE EAST.
3. THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF AN ALTA/BOUNDARY, TOPOGRAPHIC SURVEY, AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER SIMILAR ENTITY.
4. SURVEYOR RATED ENTIRELY UPON THE TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. 220493243, J-3, DATED 03-11-2022, AT 8:00 A.M. THERE MAY BE OTHER EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS, RESTRICTIONS, RESTRICTIONS ON THE SURVEY SUBJECT TO THE FOLLOWING ITEMS LISTED IN SCHEDULE B-11 OF THE REFERENCED COMMITMENT.
- ITEM 1-1-7: NOTHING APPLICABLE/POTABLE AS TO MATTERS OF SURETY.
- ITEM 8: EASEMENTS AS SET FORTH ON THE PLAT OF COURTHOUSE SUBDIVISION LA BELLE FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 42. (NO POTABLE EASEMENTS)
- ITEM 9: NOTHING APPLICABLE/POTABLE AS TO MATTERS OF SURETY
10. NO UNDERGROUND UTILITIES, UNDERGROUND ENCROACHMENTS, BUILDING FOUNDATIONS WERE OBSERVED OR PART THEREOF WERE SURVEYED, DURING THIS SURVEY. SHOWN SURVEYS WERE NOT LOOKED, UNLESS OTHERWISE SHOWN.
11. THIS SURVEY WAS MADE WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND HATCHER.
12. THE PLACED SHOWN HEREON APPEARS TO FALL WITHIN FLOOD ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP 14030-C, COMMUNITY PANEL NUMBER 0309 01, MAP REVISION 07/06/2015.
13. ELEVATION DERIVED HEREON BASED UPON NOS CONTROL PNT LA BELLE RM 43. ELEVATION 122.22 (N.A.I.D. 83). STATE BENCHMARKS DERIVED HEREON ARE IN (N.A.I.D. 83) DATUM.
- TREES DERIVED HEREON HAVE NOT BEEN DERIVED BY A LICENSED ARBORIST.

State of Illinois No. 2010
Registered Land Surveyor and Mapper

Last Date of Field Survey: 4/11/22

EXTREME SURVEYING OF FLORIDA, INC.
LB No. 7425

29340 WESLEY CHAPEL
WESLEY CHAPEL, FLORIDA 33545
PH. (813) 973-2092
FAX. (813) 973-2122
EMail: alex@extreme-surveying.com



No.	DESCRIPTIONS	DATE	BY
REVISIONS			

ALTA/BOUNDARY TOPOGRAPHIC SURVEY

COURT HOUSE SUBDIVISION
HENDRY COUNTY, FLORIDA

DESIGNED BY:	N/A
DRAWN BY:	RMB
CHECKED BY:	ABT
SCALE:	DATE: 1"=20' 4/22/22
PARTY CHIEF:	RB
FIELD BOOK:101	
PAGE: 15	
CAD FILE:	
JOB NUMBER:	
2204-100-23	
SHEET	
1 of 1	

Caloosahatchee River

College St.

N. Main St.

State Road 80

Legend

-  Subject Property
- LaBelle Future Land Use**
-  Downtown District
-  Residential
-  Outlying Mixed Use
-  Commercial
-  Public

DELISI

Land Use Planning & Water Policy

Future Land Use Map

admin@delisi-inc.com
www.delisi-inc.com



Caloosahatchee River

College St.

N. Main St.

State Road 80

Legend

-  Subject Property
- LaBelle Future Land Use**
-  Downtown District
-  Residential
-  Outlying Mixed Use
-  Commercial
-  Public

DELISI

Land Use Planning & Water Policy



**Proposed
Future Land Use Map**

admin@delisi-inc.com
www.delisi-inc.com



OAKWOOD TERRACE PUD 2019-16

LABELLE TRADING POST PUD 2008-13

IL IN THE RK PUD 98-5

OAK GROVES PUD 2017-20

Legend Zoning

- AG
- B-1
- B-2
- B-3
- DBD
- I-1A
- I-2
- MHP
- PS
- PUD
- R-1
- R-1A
- R-1AA
- R-2
- R-2T
- R-3
- RNU

Boundary

Sources: Esri, HERE, Garmin, USGS, Intermap, Japan, METI, Esri China (Hong Kong), Esri Korea, OpenStreetMap contributors, and the GIS User Community

DELISI

Land Use Planning & Water Policy

Zoning M

admin@delisi-inc.com

www.delisi-inc.com

217



Legend

 500' Distance

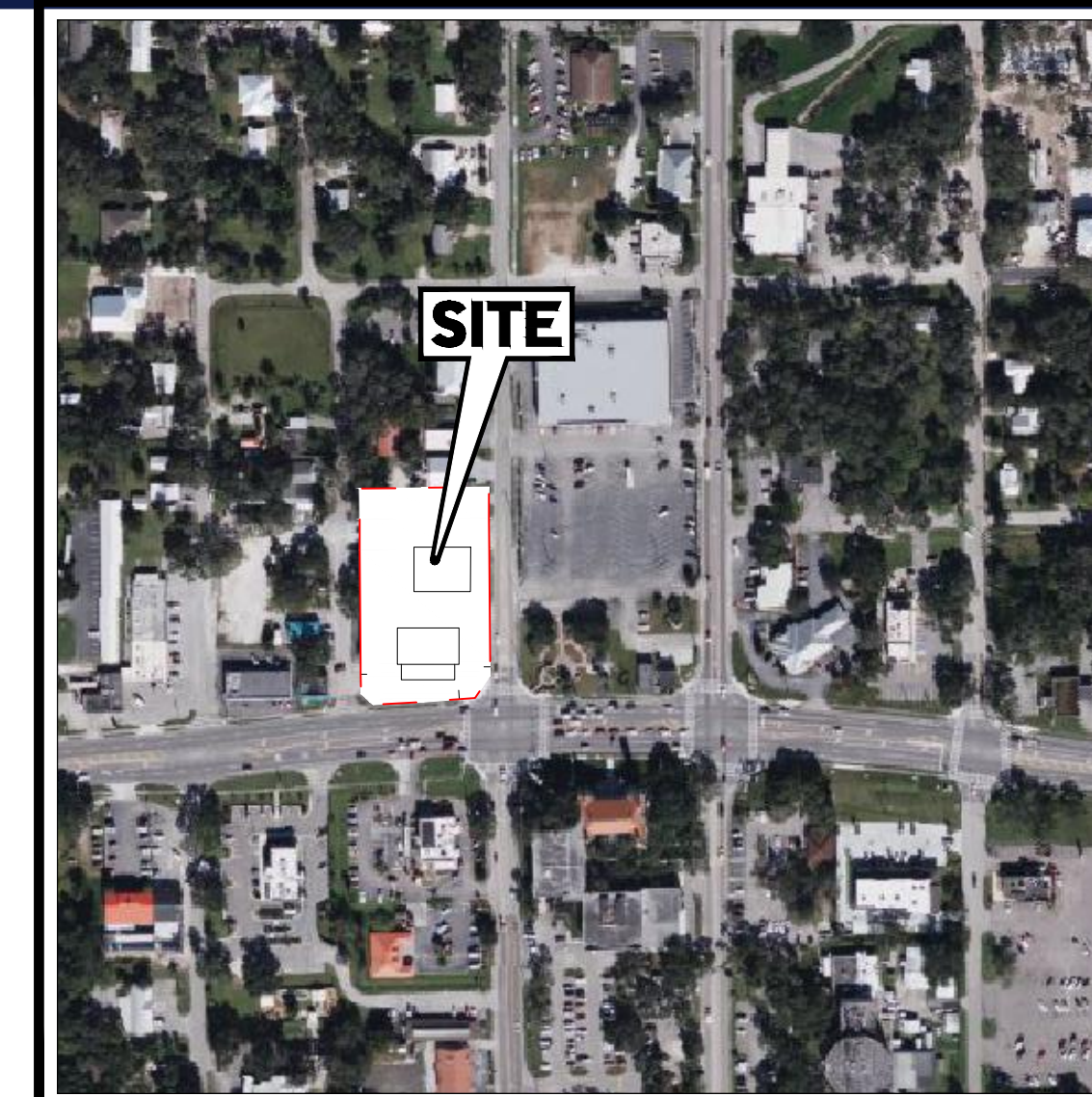
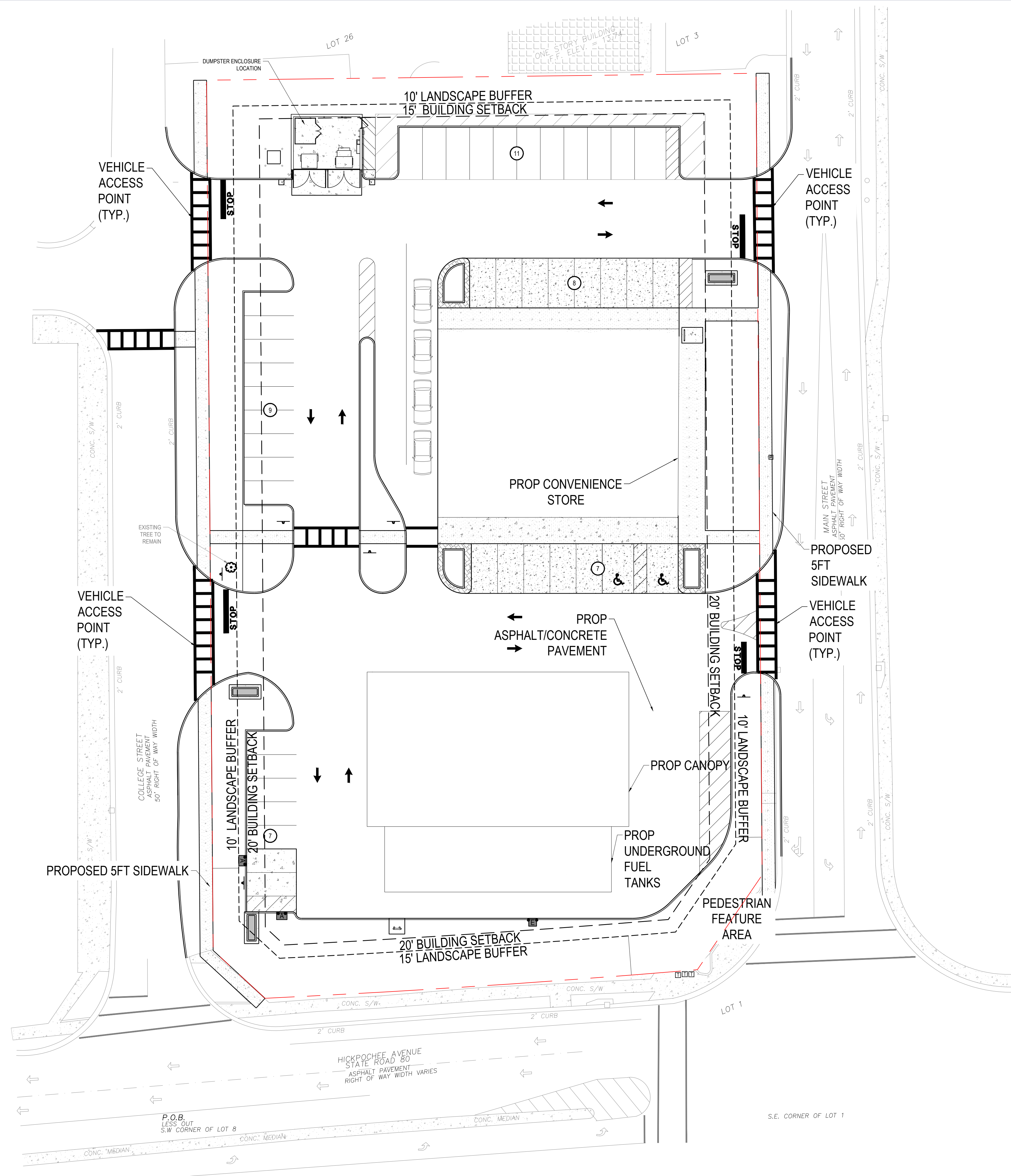
 Subject Property

DELISI
Land Use Planning & Water Policy

500' Vicinity Map

admin@delisi-inc.com
www.delisi-inc.com

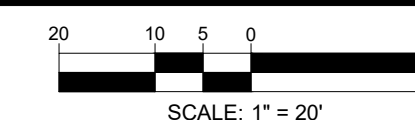




 **LOCATION MAP**
SCALE: 1" = 300'
SOURCE: MICROSOFT BING

SITE DATA TABLE	
JURISDICTION	CITY OF LABELLE
CURRENT ZONING	PUD
LAND USE DESIGNATION	COMMERCIAL
PARCEL AREA	± 1.58 AC
BUILDING AREA	7,000 SF
CANOPY AREA	5,900 SF
IMPERVIOUS AREA	MAXIMUM 65%
FRONT SETBACK (ROW)	20 FT
SIDE SETBACK	20 FT
REAR SETBACK	15 FT
FRONT/SIDE/REAR YARD BUFFER	15 FT / 10 FT / 10 FT
OPEN SPACE	20%
PARKING COUNT	42 STALLS
BUILDING HEIGHT	30 FT
CANOPY HEIGHT	26 FT

**THIS PLAN TO BE UTILIZED
FOR SITE LAYOUT PURPOSES
ONLY**

[illegible]

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig.

PRELIMINARY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY
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DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	FLC240030.00-
DRAWN BY:	
CHECKED BY:	
DATE:	01/30/20
CAD I.D.:	P-CIVI-SI

PROJECT:

LAND DEVELOPMENT PLANS

_____ FOR

PROPOSED COMMERCIAL DEVELOPMENT

10 W HICKPOCHEE AVE
LABELLE, FL 33935
CITY OF LABELLE
HENDRY COUNTY

BOHLER//

**1 SE 3rd AVENUE
SUITE 2700
MIAMI, FLORIDA 33131
Phone: (786) 681-0800**

FLORIDA BUSINESS CERT. OF AUTH. No. 3075

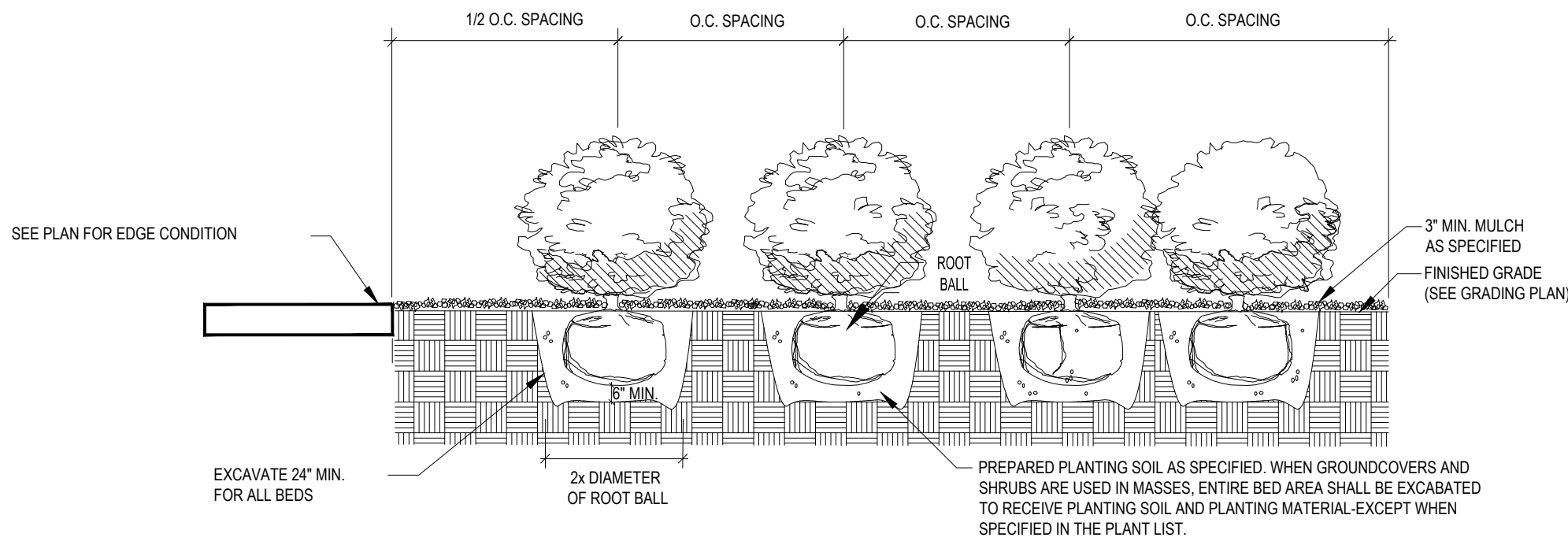
SHEET TITLE:

CONCEPTUAL SITE PLAN

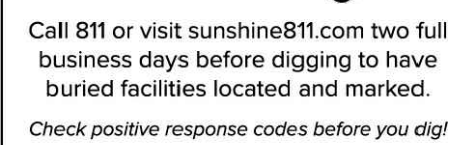
SHEET NUMBER:

C-301

ORG. DATE - 01/30/2025

The Bohler logo is located in the bottom right corner of the page. It consists of the word "BOHLER" in a bold, dark blue, sans-serif font. To the right of the text is a stylized graphic element consisting of two parallel, slanted orange lines. Above the graphic is a small "TM" trademark symbol.

REVISIONS

[illegible]

PRELIMINARY

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DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	FLC240030.00-
DRAWN BY:	E
CHECKED BY:	KA/B
DATE:	01/30/202
CAD I.D.:	X-CIVL-LAN

PROJECT:

**LAND
DEVELOPMENT
PLANS**

- FOR

WAWA

PROPOSED COMMERCIAL DEVELOPMENT

10 W HICKPOCHEE AVE
LABELLE, FL 33935
CITY OF LABELLE
HENDRY COUNTY

BOHLER //

**1 SE 3rd AVENUE
SUITE 2700
MIAMI, FLORIDA 33131
Phone: (786) 681-0800**

FLORIDA BUSINESS CERT. OF AUTH. No. 30780

THIS ITEM HAS BEEN DIGITALLY SIGNED AND
SEALED BY KEVIN JOHN AUST, PLA, ON THE DATE
ADJACENT TO THE SEAL. PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED SIGNED AND
SEALED AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

SHEET TITLE:

LANDSCAPE DETAILS

SHEET NUMBER:

C-702

ORG. DATE - 01/30/2025

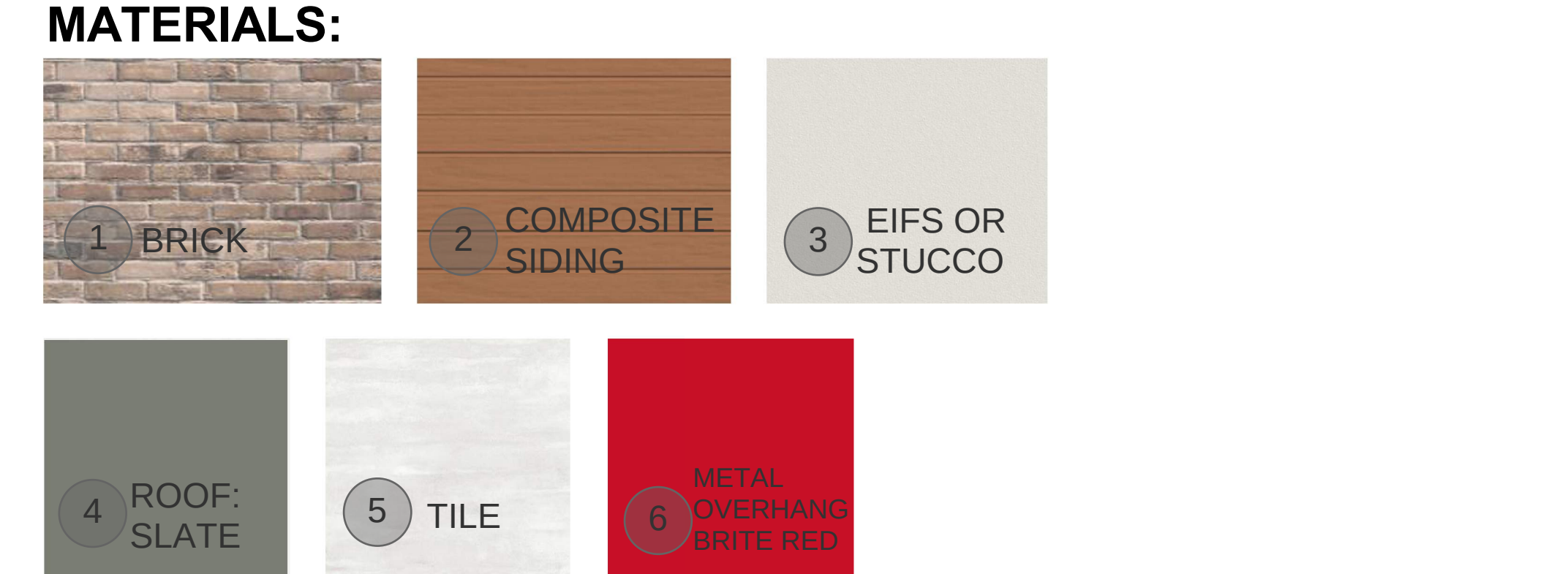
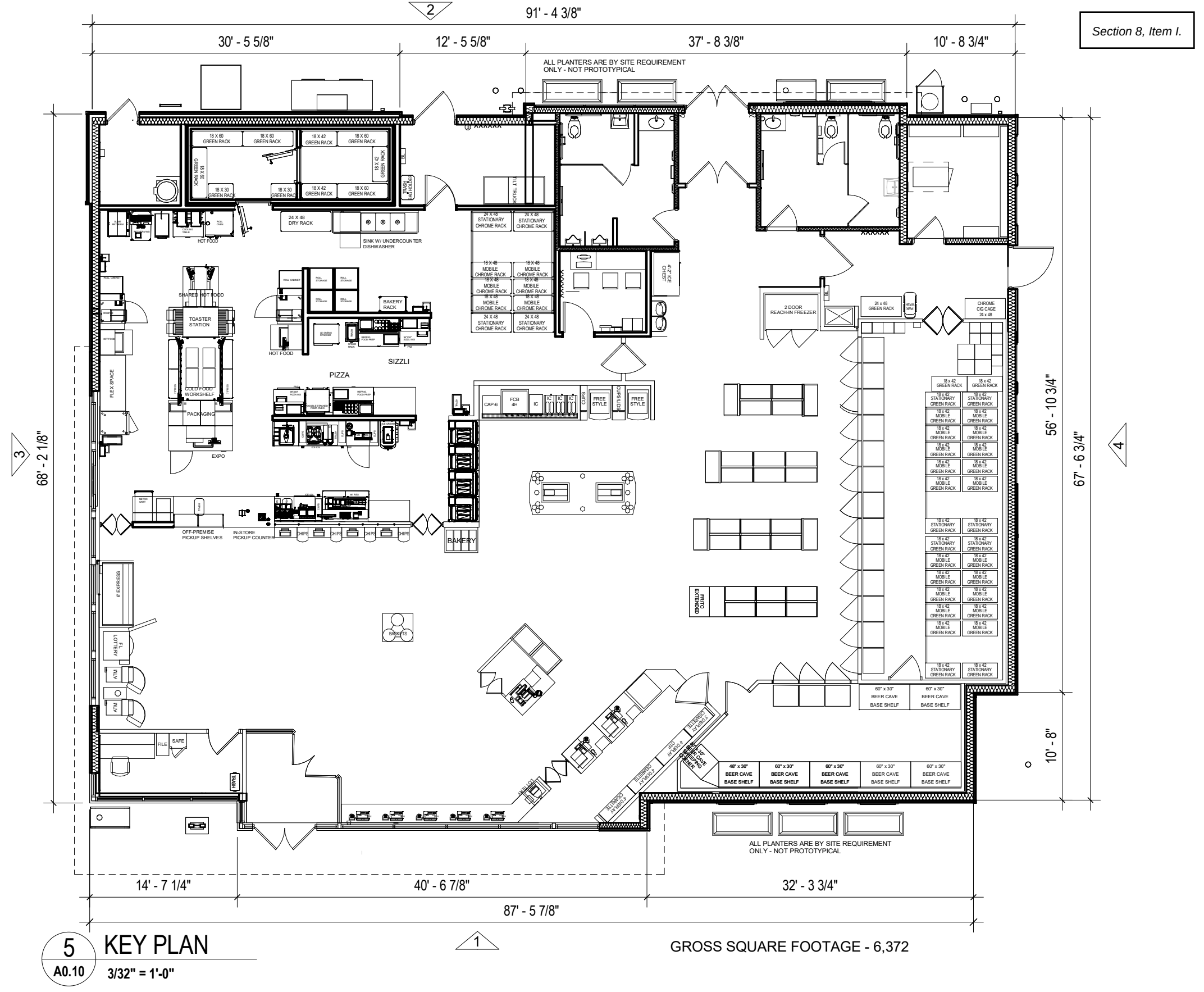


Exhibit A – Legal Description

DESCRIPTION OF PARCEL IN
SECTION 2, TOWNSHIP 29, RANGE 43 EAST
LABELLE, HENDRY COUNTY, FLORIDA

A tract or parcel of land situated in the State of Florida, County of Hendry, lying within Section 2, Township 29 South, Range 43 East, and further bounded and described as follows:

Commencing at the southwest corner of Block 1, Lot 8 of the Court-House Subdivision, recorded in Plat Book 2, Page 42, of the public records of Hendry County, Florida; thence, N00°26'02"W, along the west line of said Lot 8, for 66.39 feet, to the Point of Beginning of the herein described parcel, on the east right-of-way line of College Street (50' wide right-of-way); thence, continuing N00°26'02"W, along the west line of Block 1, Lots 8 through 15 of the Court-House Subdivision and the east right-of-way line of College Street, for 232.22 feet, to the south right-of-way line of Yeomans Avenue (50' wide right-of-way); thence, N00°25'53"W, crossing said Yeomans Avenue, for 50.00 feet, to the intersection of the north right-of-way line of said Yeomans Avenue with the east right-of-way line of College Street and the southwest corner of Block 4, Lot 28 of said Court-House Subdivision; thence, continuing N00°25'53"W, along the west line of Block 4, Lots 28 and 27 of the Court-House Subdivision and the east right-of-way line of College Street, for 50.00 feet, to the northwest corner of said Lot 27; thence, N89°16'53"E, along the north line of Block 4, Lots 27 and 2 of the Court-House Subdivision and crossing a 10-foot wide alley between said Lots 27 and 2, for 209.87 feet, to the northeast corner of said Block 4, Lot 2 and the west right-of-way line of Main Street (50' wide right-of-way); thence, S00°26'23"E, along the east line of Block 4, Lots 2 and 1 of the Court-House Subdivision and the west right-of-way line of Main Street, for 50.00 feet, to the said north right-of-way line of Yeomans Avenue; thence, continuing S00°26'23"E, crossing said Yeomans Avenue, for 50.00 feet, to the intersection of the south right-of-way of Yeomans Avenue with the west right-of-way line of Main Street and the northeasterly corner of Block 1, Lot 16 of the Court-House Subdivision; thence, continuing S00°26'23"E, along the east line of Block 1, Lots 16 through 1 and the west right-of-way line of Main Street, for 206.04 feet; thence, S34°22'34"W, along the west right-of-way line of Main Street, for 43.79 feet, to the north right-of-way line of Hickpochee Avenue (variable width right-of-way); thence, along a non-tangent curve to the right with a radius of 4,636.66 feet, a central angle of 2°02'43", and a long chord of S86°12'33"W 165.50 feet, for an arc length of 165.51 feet, to the said east right-of-way line of College Street; thence N47°20'17"W, along the said west line of College Street, for 26.96 feet, to the Point of Beginning.

Parcel (including parts currently encumbered by Yeomans Avenue and the alley between Block 4, Lots 27/28 and 1/2) contains 72,113 sq. ft. (1.66 acres), more or less.

Bearings are based on the west right-of-way line of Main Street as bearing S00°26'23"E.


Joshua W. Bragg
Professional Surveyor and Mapper (LS 7243)
For the Firm of Haley Ward, Inc. (LB 8267)



For Boulevard, Fort Myers, FL 33919
T: 239.481.1331 | HALEYWARD.COM

EXHIBIT B - SCHEDULE OF USES

WAWA PUD

Accessory Use or Structure

Convenience Stores, with Gas Pumps

Food and Beverage Sales/Establishments

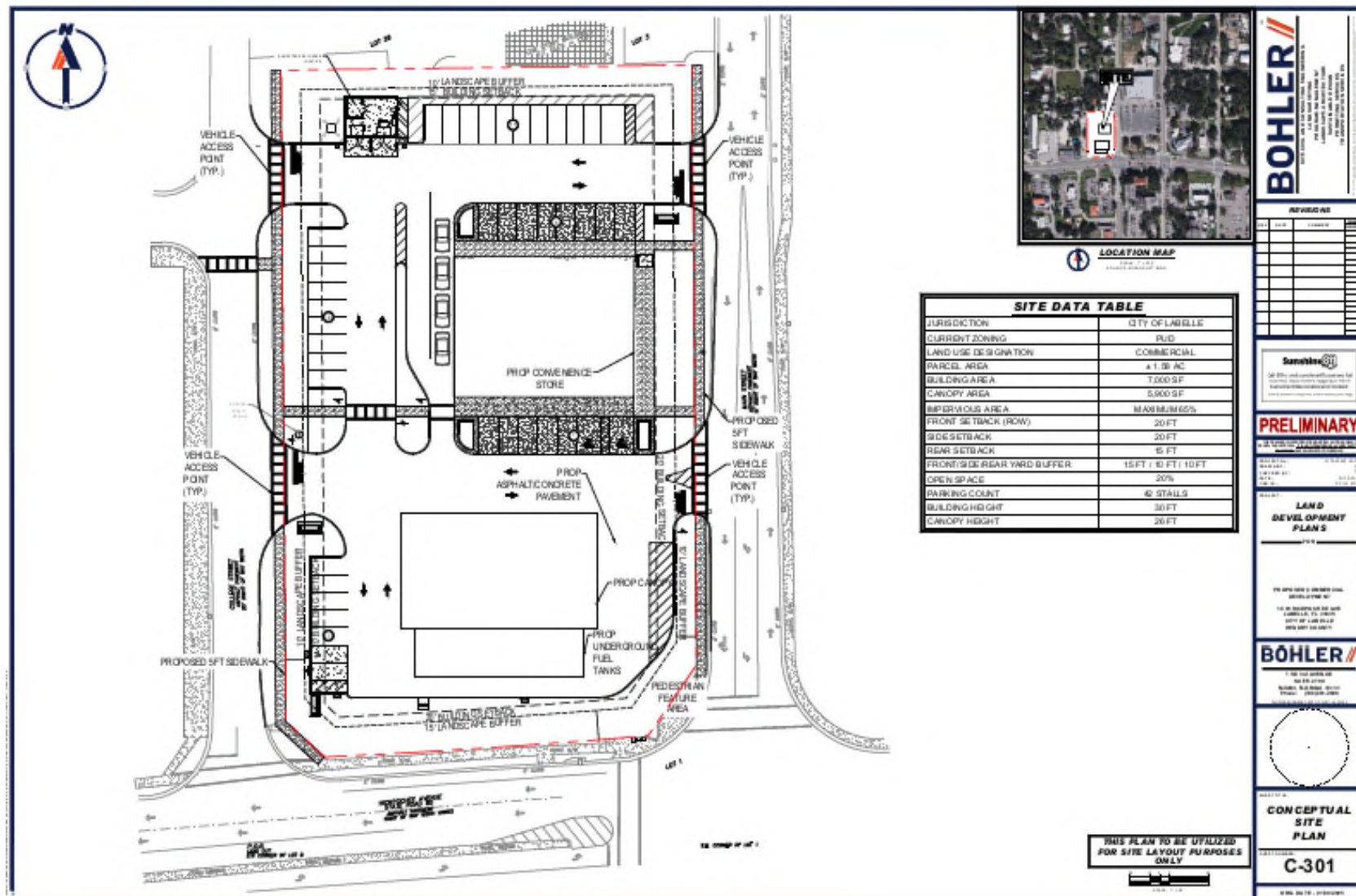
Drive-Thru (limited to a pick up lane only “fly-throug”)

EXHIBIT C
SITE DEVELOPMENT REGULATIONS

Development Regulations Table

Minimum Lot Area	20,000SF
Minimum Lot Depth	200 sq. ft.
Minimum Lot Width	100 sq. ft.
Impervious Area	65% maximum
Front Yard Setback (SR 80)	20 FT
Side Yard (College and Main)	20 FT
Rear Yard (north property line)	15 FT
Max. Building Height	30 FT
Minimum Open Space	20%

Exhibit D – Master Concept Plan

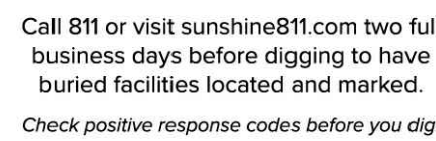




SITE DATA TABLE

JURISDICTION	CITY OF LABELLE
CURRENT ZONING	PUD
LAND USE DESIGNATION	COMMERCIAL
PARCEL AREA	68,824 SF (1.58 AC)
BUILDING AREA	7,000 SF
CANOPY AREA	5,900 SF
PERVIOUS AREA	13,343 SF (0.31 AC)
IMPERVIOUS AREA	43,209 SF (0.99 AC)
FRONT SETBACK (ROW)	20 FT
SIDE SETBACK	20 FT
REAR SETBACK	15 FT
FRONT/SIDE/REAR YARD BUFFER	15 FT / 10 FT / 10 FT

CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

[illegible]

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REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION
DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT:

- FOR

**BOHLER //**

FLORIDA BUSINESS CERT. OF AUTH. No. 3078

CONCEPTUAL GRADING PLAN

C-401

ORG. DATE - 01/30/2025

Project: Wawa Labelle
Address: 10 W Hickpochee Ave, Labelle, FL 33935

Demand Flow Calculations

Potable water and sanitary sewer flow rates were determined as per F.A.C. Chapter 64E-6 with the basis that the sanitary sewer rates are 90% of the water demand. Sources and summary tables below:

Service stations per water closet

(a) Open 16 hours per day or less	250
(b) Open more than 16 hours per day	325
Shopping centers without food or laundry per square foot of floor space	0.1

F.A.C. Chapter 64E-6 Potable Water Demand GPD

Service Station for Potable Water Flow Demand– 357.5 gpd
PROPOSED WATER CLOSET * MINIMUM RATE PER USE (GPD/WATER CLOSET) = AVERAGE
DAILY FLOW (GPD)

Service station per water closet: (4 water closet)*(357.5 GPD/Water Closet) = 1,430 GDP

Total Average Daily Flow: 1,430 GPD

F.A.C. Chapter 64E-6 Sanitary Sewer Demand GPD

Service Station for Sanitary Sewer Flow Demand – 325 gpd
PROPOSED WATER CLOSET * MINIMUM RATE PER USE (GPD/WATER CLOSET) = AVERAGE DAILY
FLOW (GPD)

Service station per water closet: (4 water closet)*(325 GPD/Water Closet) = 1,300 GDP

Total Average Daily Flow: 1,300 GPD

Hugo Vargas
Commissioner

Daniel W. Akin
Commissioner



"The City of Oaks"

Julie C. Wilkins
Mayor

Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

Sent via email:
ncameron@bohlereng.com

February 26, 2025

Nila Cameron, Sr. Administrative Assistant
Bohler Engineering

Project Name: Wawa LaBelle
Location: 10 W Hickpochee Ave, Labelle, FL 33935

Dear Ms. Cameron,

You have requested potable water and sewer service for the project referenced above. Your firm has indicated that this project has an estimated flow demand of approximately 1,430 gallons per day (water) and 1,300 gallons per day (sewer). Plant capacities are adequate; however, the Owner/Developer is required to install all off-site and on-site utility line extensions necessary to provide service to the project in accordance with The City of LaBelle Utilities specifications. Reservation of capacity can only be secured through approval of an appropriate development order and payment of connection fees.

An 8"/12" potable water main and an 8" gravity sewer line are in operation adjacent to the property mentioned above.

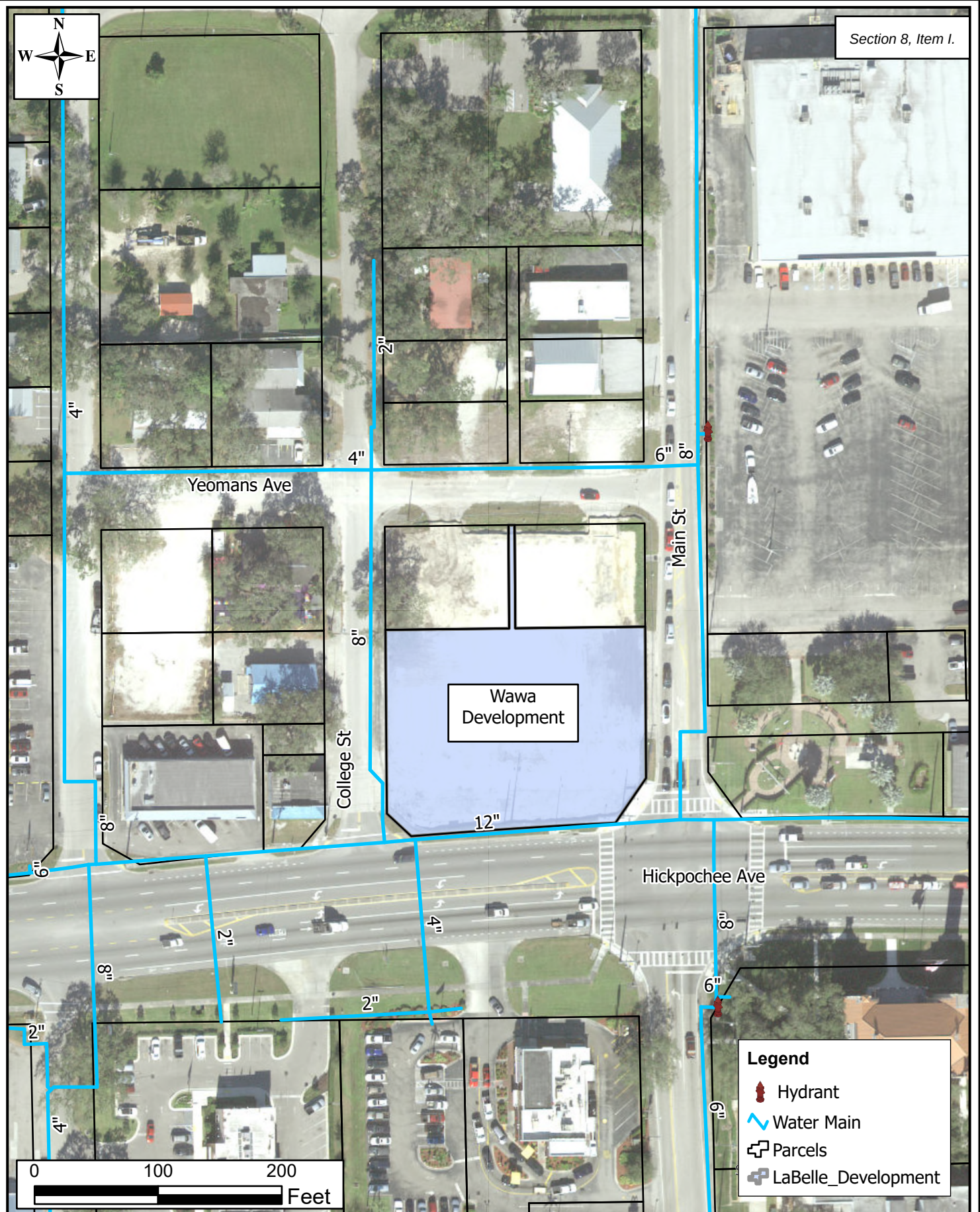
This letter should not be construed as a commitment or guarantee to serve nor as approval for construction, but only as to the availability of potable water and sewer at this time.

Attached are water and sewer maps for reference of the existing utilities.

Sincerely,

Mitchell Wills
Superintendent of
Public Works

Attachments: Sewer Service Map and Water Service Map
Email cc: City of LaBelle Planning and Zoning Review Team
Brett Goldstein- bgoldstein@bohlereng.com



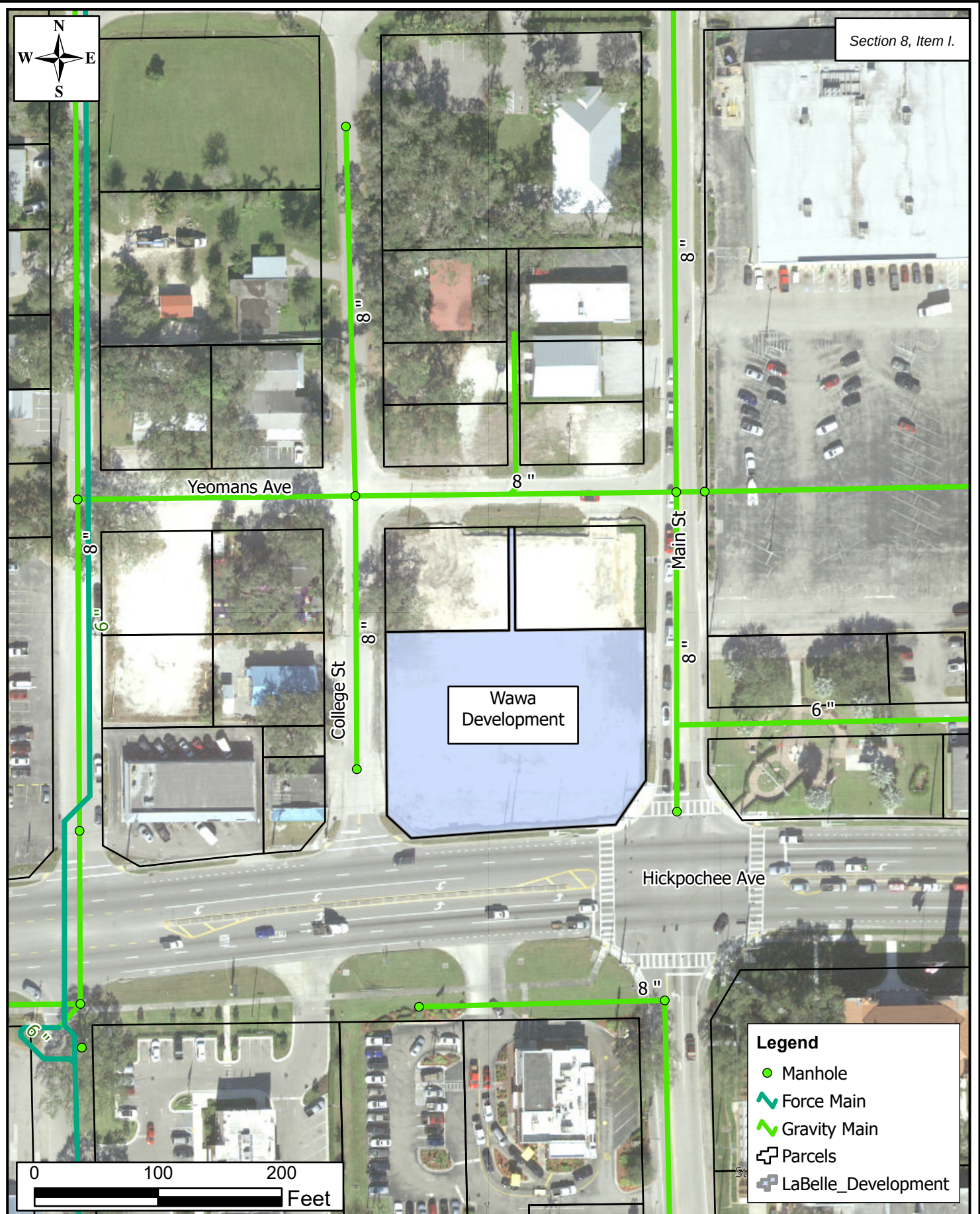
Legend

- Hydrant
- Water Main
- Parcels
- LaBelle_Development

Wawa Development Map - Water

LaBelle, FL

DISCLAIMER: This map is for reference and discussion purposes only. Data provided are derived from multiple sources with varying levels of accuracy. The information shown hereon is not intended for site specific use or design.



Wawa Development Map - Sewer

LaBelle, FL

DISCLAIMER: This map is for reference and discussion purposes only. Data provided are derived from multiple sources with varying levels of accuracy. The information shown hereon is not intended for site specific use or design.



Hendry County Public Safety

PO Box 1760

LaBelle, Florida 33975-1760

Phone (863) 674-5412

Fax (863) 612-0723

AMY STAFFORD
OPERATIONS CHIEF
AMY.STAFFORD@HENDRYFLA.NET

SHEILA SHELTRA
EMS COORDINATOR
SHEILA.SHELTRA@HENDRYFLA.NET

DR. T. WEBER, M.D
MEDICAL DIRECTOR

07/02/2025

To Whom it May Concern:

I have been contacted regarding the proposed commercial development at 10 W Hickpochee Ave in the City of LaBelle. I have no objections to the development and can support the development. Please feel free to contact me with any questions.

Sincerely,

Amy M. Stafford
Hendry County Public Safety
EMS/Fire Operations Chief



LaBelle Fire Department

Brent R Stevens

Fire Chief

280 South Main Street LaBelle, Florida 33935

Station 863-675-1537 Cell 863-234-8639

bstevens@citylabelle.com

To:

Ben Zollman

Intern - Staff Engineer

1900 NW Corporate Boulevard, Suite 101E

Boca Raton, FL 33431

o 561-571-0280 / bzollman@bohlereng.com

www.BohlerEngineering.com



From: Brent Stevens, Fire Chief

Regarding:

Wawa Fuel Station and Building, 10 W Hickpochee Ave Labelle, FL 33935, City of Labelle, Hendry County

To whom it may concern,

After reviewing the provided information of the proposed commercial planned development (Wawa) at the location of 10 W Hickpochee Ave Labelle, FL 33935, City of Labelle, Hendry County. A proposed building of 5500 square feet, with fuel pumps on property.

The LaBelle Fire Department has determined that we do not foresee difficulty providing fire protection for the listed project. The LaBelle Fire Department has deemed that due to the size of the project with impact to availability vs capacity, proper capital for the project i.e., (fire station, fire apparatus, shovel ready land for the build of a fire department), fire impact fees, and/or builder agreements for capital may be applied to this project.

The LaBelle Fire Department reserves the right to review all documents regarding fire code compliance and will ensure all applicable fire codes are followed and enforced in the LaBelle Fire District.

Please feel free to contact the LaBelle Fire Department if you have any questions or concerns.

Chief Brent R. Stevens

LaBelle Fire Department

Office 863-675-1537

bstevens@citylabelle.com

Hugo Vargas
Commissioner

Daniel W. Akin
Commissioner



"The City of Oaks"

Julie C. Wilkins
Mayor

Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

Sent via email:
ncameron@bohlereng.com

February 26, 2025

Nila Cameron, Sr. Administrative Assistant
Bohler Engineering

Project Name: Wawa LaBelle
Location: 10 W Hickpochee Ave, Labelle, FL 33935

Dear Ms. Cameron,

You have requested potable water and sewer service for the project referenced above. Your firm has indicated that this project has an estimated flow demand of approximately 1,430 gallons per day (water) and 1,300 gallons per day (sewer). Plant capacities are adequate; however, the Owner/Developer is required to install all off-site and on-site utility line extensions necessary to provide service to the project in accordance with The City of LaBelle Utilities specifications. Reservation of capacity can only be secured through approval of an appropriate development order and payment of connection fees.

An 8"/12" potable water main and an 8" gravity sewer line are in operation adjacent to the property mentioned above.

This letter should not be construed as a commitment or guarantee to serve nor as approval for construction, but only as to the availability of potable water and sewer at this time.

Attached are water and sewer maps for reference of the existing utilities.

Sincerely,

Mitchell Wills
Superintendent of
Public Works

Attachments: Sewer Service Map and Water Service Map
Email cc: City of LaBelle Planning and Zoning Review Team
Brett Goldstein- bgoldstein@bohlereng.com

WAWA LABELLE PUD

PUBLIC INFORMATION MEETING

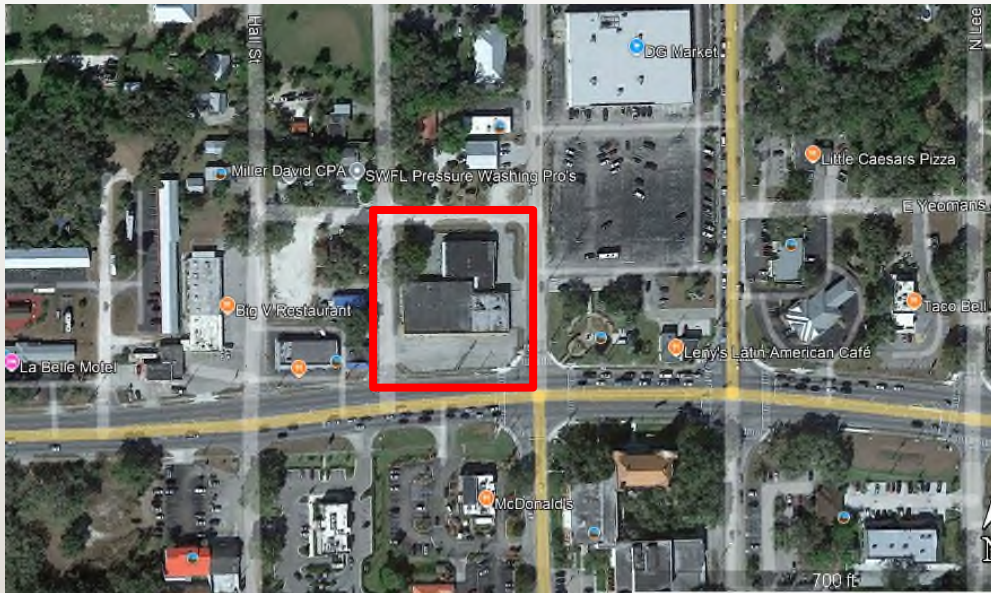
JULY 29TH, 2025

PROJECT TEAM

- ❑ Developer/ Applicant: ComTerra Development
- ❑ Land Use Planner: Daniel DeLisi, AICP, DeLisi, Inc.
- ❑ Engineer: Bohler Engineering
- ❑ Legal Counsel: Neale Montgomery, Pavese Law Firm

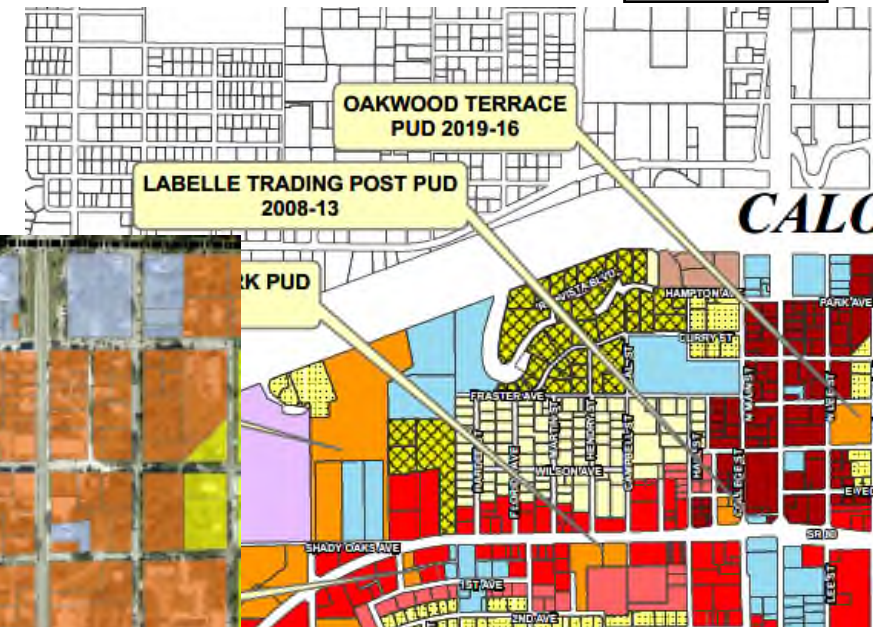
PROPERTY LOCATION

- ❑ North side of SR 80 between College Street and N. Main Street
- ❑ Former retail center, now vacant lot



EXISTING ZONING

- ❑ Zoned CPD in 2008
- ❑ Northern parcel zoned
Downtown Business
District
- ❑ Future Land Use:
Downtown District



REQUEST

1. Amendment Future land use category to Commercial
2. Rezone Planned Development to allow for a Wawa Use



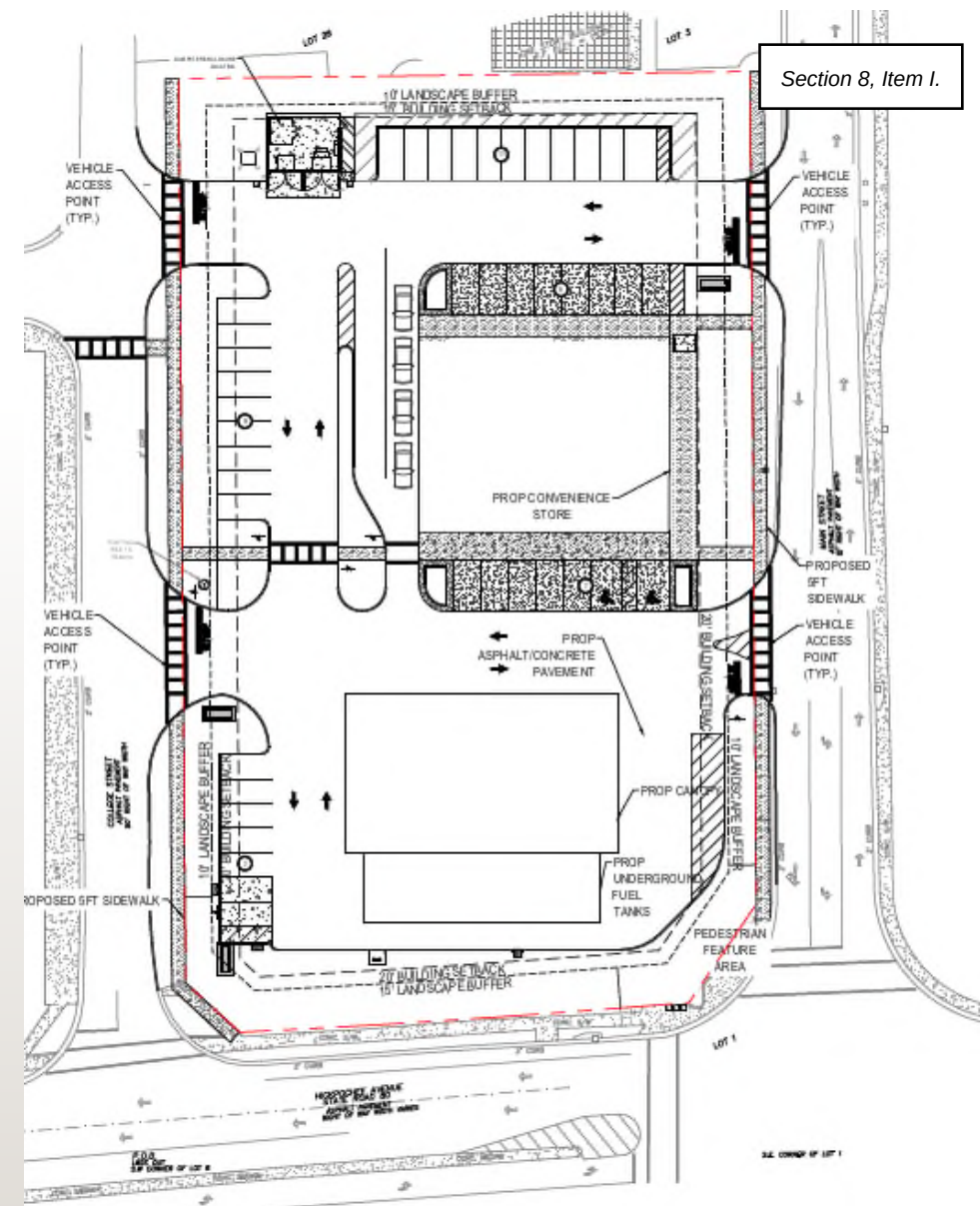
WHAT/WHO IS WAWA

- ❑ Convenience store
 - ❑ Ancillary fuel pumps
- ❑ 200 yr. old company – started as a dairy farm and milk store
- ❑ Known for hoagies and other food items
 - ❑ Unlike Gas stations, business is centered around the food
 - ❑ Store designed around the hot, fresh made food
 - ❑ EV charging common



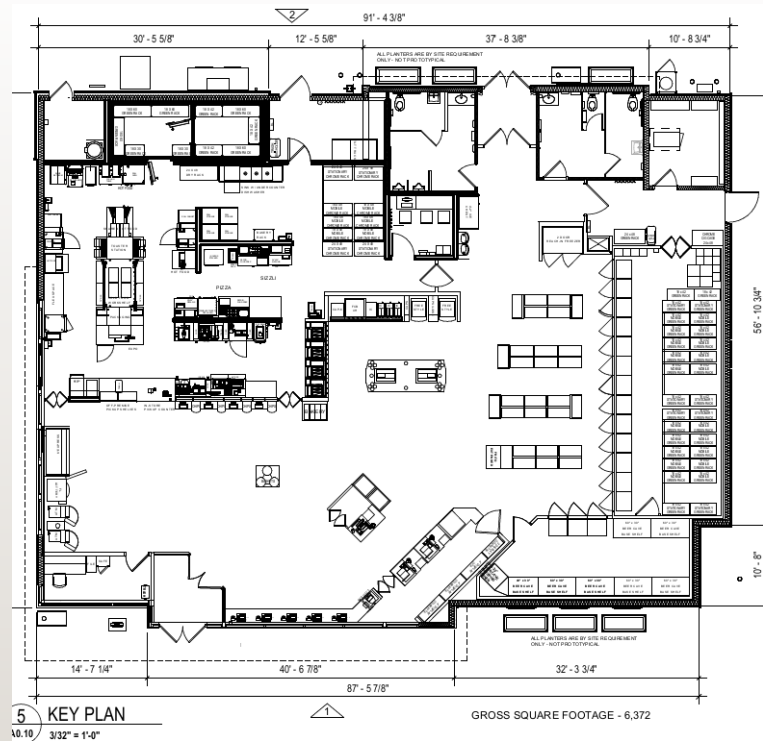
WAWA SITE PLAN

- ❑ Building along N. Main Street
 - ❑ Pedestrian accessible and oriented
- ❑ Fuel canopy along SR 80



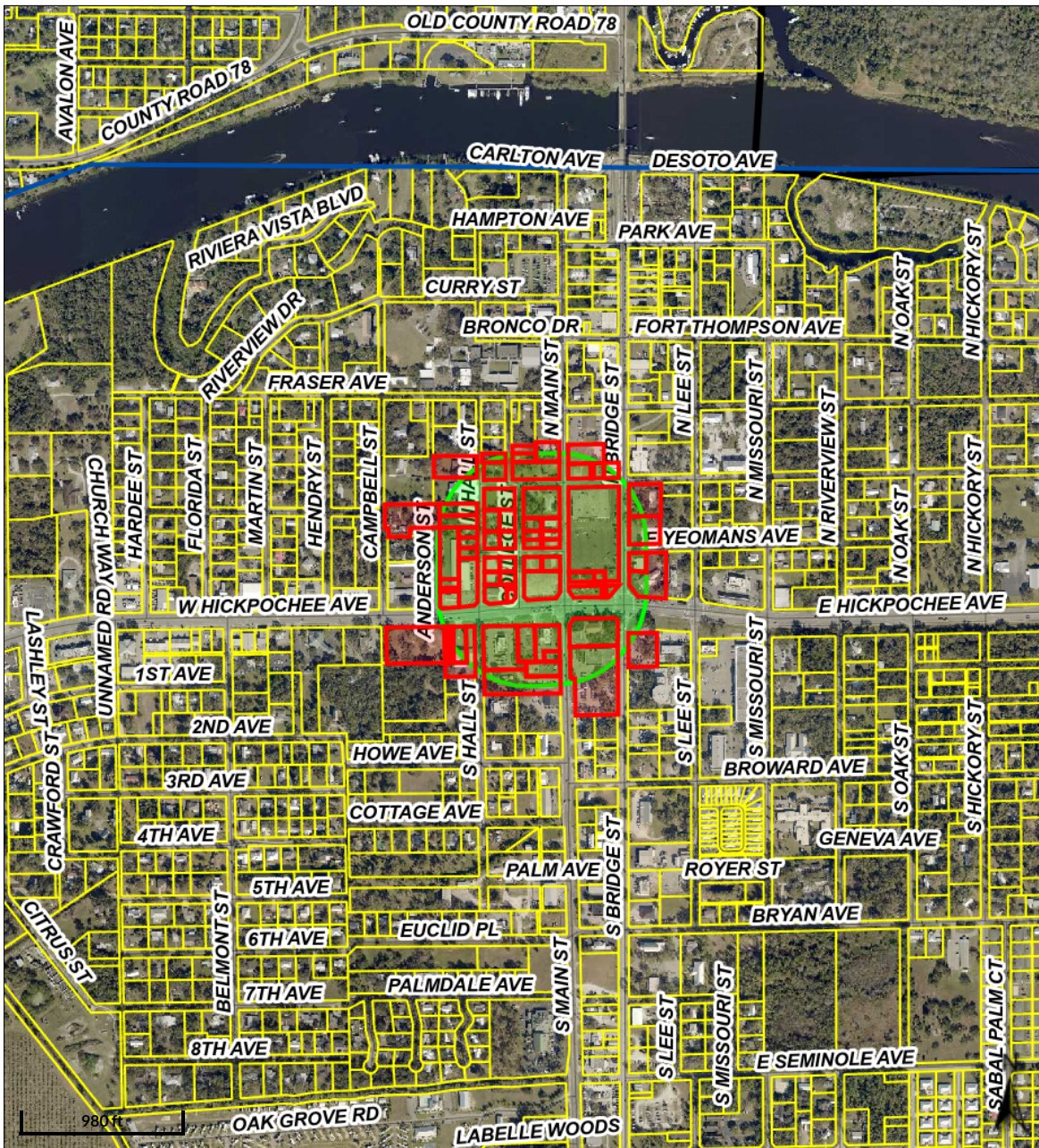
WAWA STORE DESIGN

- Interior design centers around hot food counter: sandwiches, soups deserts

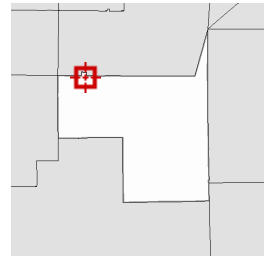


QUESTIONS?

Section 8, Item 1.



Overview



Legend

- City Limits
- Banyan Village
- Christopher Lane
- Double J Acres
- Everhigh Acres
- Felda
- LaDeca Acres
- Midway Acres
- Montura Ranch Estates
- Pioneer Plantation
- Pt LaBelle Units 1-9
- Seven K Estates
- Wheeler Road
- Parcels
- County Outlines
 - Hendry
 - <all other values>
- Roads

Date created: 7/3/2025
Last Data Uploaded: 7/2/2025 9:11:22 PM

Developed by SCHNEIDER
GEOSPATIAL

A & H INVESTMENTS OF IMMOKALEE IN
67 N BRIDGE ST
LABELLE, FL 33935

A & H INVESTMENTS OF IMMOKALEE IN
PO BOX 1195
LABELLE, FL 33975

AGUIRRE RIGOBERTO
PO BOX 1744
LABELLE, FL 33975

AK & SONS RE HOLDINGS LLC
340 E SUGARLAND HWY
CLEWISTON, FL 33440

B B CASH GROCERY STORES INC
PO BOX 1808
TAMPA, FL 33601

BECK DEREK E
5520 DIVISION DR
FORT MYERS, FL 33905

BIG V RESTAURANT LLC
PO BOX 906
LABELLE, FL 33975

BLOCKER HOMES LLC
3507 LEE BLVD STE 210
LEHIGH ACRES, FL 33971

BOY MILLER KISKER & PERRY P A
401 S W C OWEN AVE STE A
CLEWISTON, FL 33440

BRAVOFLORIDA LLC
4220 EDISON LAKES PKWY
MISHAWAKA, IN 46545

CBA INVESTMENTS LLC
PO BOX 970
IMMOKALEE, FL 34143

CHILD CARE OF SOUTHWEST FLORIDA
6831 PALISADES PARK CT STE 6
FORT MYERS, FL 33912

CITY OF LABELLE
PO BOX 458
LABELLE, FL 33975

D S PARTNERSHIP
PO BOX 1920
LABELLE, FL 33975

EMMANUEL BIDIANNE
1 PLACE DE MONTMEDY
LORRAINE QUEBEC J6Z 4W1,

FALCON EYRIE FARMS LC
PO BOX 1710
LABELLE, FL 33975

FINANCIAL RESOURCES LLC
1712 PIONEER AVE STE 648
CHEYENNE, WY 82001

GOMEZ APOLONIO L/E
PO BOX 868
LABELLE, FL 33975

GONZALEZ MACDONALD
PO BOX 2745
LANCASTER, SC 29721

HENDRY CENTER LLC
PO BOX 758
LABELLE, FL 33975

HENDRY COUNTY BOCC
PO BOX 1760
LABELLE, FL 33975

JALARAM HOSPITALITY OF LABELLE LL
170 W HICKPOCHEE AVE
LABELLE, FL 33935

JAMA PROPERTIES LLC
13612 PINE VILLA LN
FORT MYERS, FL 33912

LA EXCELENTE HEALTH FOODS INC
2003 LIGHTHOUSE CT
LABELLE, FL 33935

LABELLE QALICB INC
1926 VICTORIA AVE
FORT MYERS, FL 33901

LAND TRUST PARTNERS OF FL LLC
45 N BRIDGE ST
LABELLE, FL 33935

LOPEZ CONSUELO TARIN
87 CAMPBELL ST
LABELLE, FL 33935

MADRID INVESTMENTS #2 LLC
2003 LIGHTHOUSE CT
LABELLE, FL 33935

MASLOW ROBERT C
2380 EARLS CT
LOS ANGELES, CA 90077

MATILDA LAND INVESTMENTS LLC
80 N MAIN ST
LABELLE, FL 33935

MAYA ENTERPRISES OF FLORIDA LLC
1465 CHOCTAW AVE
LABELLE, FL 33935

MC DONALDS CORPORATION
PO BOX 1920
LABELLE, FL 33975

MCDONALDS USA LLC
PO BOX 1920
LABELLE, FL 33975

NAIRN DEBRA
160 N HALL ST
LABELLE, FL 33935

NOAH PLAZA LLC
149 W HICKPOCHEE AVE
LABELLE, FL 33935

NZ BUILDERS AND DEVELOPERS LLC
9275 SW 2ND ST
BOCA RATON, FL 33428

PARRISH RANDALL T JR TR & VICKI B T
3555 COUNTY ROAD 78
LABELLE, FL 33935

PARRISH RANDALL T JR TR
3555 COUNTY ROAD 78
LABELLE, FL 33935

PATEL VARSHA
383 BRYAN AVE
LABELLE, FL 33935

PERRY JOHN C
1008 W SAGAMORE AVE STE 1
CLEWISTON, FL 33440

SAUCEDO PASCUAL & IRENE PIMENTE
4030 E SUNFLOWER CIR
LABELLE, FL 33935

SCHOFIELD JOHN GLENN
PO BOX 2790
LABELLE, FL 33975

SEIBEL RICHARD J TR
2631 GOGGIN RD
ALVA, FL 33920

SMITH THOMAS A TR
PO BOX 1003
LABELLE, FL 33975

STEVEN A RAMUNNI PA
PO BOX 1118
LABELLE, FL 33975

YNOA FRAILIN
3990 FORT DENAUD RD
LABELLE, FL 33935



LABELLE WAWA

City of Labelle, FL

TRAFFIC IMPACT STATEMENT

PREPARED FOR:

ComTerra Acquisitions, LLC

JOB NO. 24-147

DATE: 03/18/2025

REVISED: 07/08/2025

REVISED: 10/29/2025

Bryan G. Kelley, Professional Engineer, State of Florida, License No. 74006

This item has been digitally signed and sealed by Bryan G. Kelley, P.E., on 10/29/2025.

Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed
by Bryan Kelley
Date: 2025.10.29
10:18:25-04'00'

TABLE OF CONTENTS

PAGE 4

- 1.0 Site Data
- 2.0 Traffic Generation
- 3.0 Traffic Analysis

PAGE 5

- 4.0 Intersection Analysis

PAGE 8

- 5.0 Driveway Volumes

PAGE 9

- 6.0 Site Operations
- 7.0 Conclusion

APPENDICES

APPENDIX A

FDOT TRAFFIC COUNTS

APPENDIX B

FDOT 2023 MULTIMODAL Q/LOS TABLES

APPENDIX C

SIGNAL TIMING SHEET

APPENDIX D

EXISTING CONDITIONS SYNCHRO

APPENDIX E

BACKGROUND CONDITIONS SYNCHRO

APPENDIX F

TOTAL TRAFFIC CONDITIONS SYNCHRO

APPENDIX G

OPTIMIZED CONDITIONS SYNCHRO

APPENDIX H

SITE PLAN

1.0 SITE DATA

The subject parcel is located at the northwest corner of the Hickpochee Avenue and Main Street intersection in the City of Labelle, Florida. The proposed plan of development on the currently unimproved parcel consists of a 6,500 SF convenience store and a 12 fuel position gas station. Per coordination with the City of LaBelle, the 6,500 SF of convenience store area has been divided into 1,162 SF of fast food restaurant with a drive through and 5,338 SF of convenience store space to conservatively account for drive through trip generation.

Site access is proposed via two (2) full access driveway connections to College Street, one (1) full access driveway connection to Main Street and one (1) right in/right out driveway connection to Main Street. For additional information on site layout, please refer to the Site Plan prepared by Bohler. The site location map is shown in Figure 1 attached to this report.

2.0 TRAFFIC GENERATION

The traffic generated by the proposed site has been calculated in accordance with the traffic generation rates listed in the *ITE Trip Generation Manual, 11th Edition*.

Table 1 shows the daily traffic generation associated with the proposed development in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The traffic to be generated by the proposed development may be summarized as follows:

<u>Proposed Development Net Trips</u>	
Weekday Daily Traffic Generation =	1,001 tpd
A.M. Peak Hour Traffic Generation =	78 pht (39 In/39 Out)
P.M. Peak Hour Traffic Generation =	70 pht (35 In/35 Out)
<u>Proposed Development Driveway Trips</u>	
Weekday Daily Traffic Generation =	3,832 tpd
A.M. Peak Hour Traffic Generation =	282 pht (142 In/140 Out)
P.M. Peak Hour Traffic Generation =	268 pht (135 In/133 Out)

3.0 ROADWAY SEGMENT ANALYSIS

The roadway study area was evaluated for all major roadways within a 1-mile radius of the site. The project trips were distributed on the surrounding roadway network as shown in Figure 1 for all roadways within the study area. Table 4 documents the area-wide growth based on FDOT AADT data from 2019 to 2023 for the surrounding roadways. Tables 5 and 6 shows the peak hour project impact on each of the impacted roadways for the AM and PM peak hours, respectively. The roadway classification was derived from the FDOT Preliminary Context Classification website. The LOS D volumes thresholds are from the FDOT 2023 Multimodal Q/LOS Handbook.

All roadways in which the proposed development trips resulted in less than a 1.0% of the LOS D capacity meet Level of Service requirements. As shown in Tables 5 and 6, the project will have a significant impact on Hickpochee Avenue and Main Street. Therefore, these roadway segments were analyzed further.

3.0 ROADWAY SEGMENT ANALYSIS (CONTINUED)

The peak hour roadway link analysis for Hickpochee Avenue and Main Street is provided in Tables 7 and 8. The area wide growth calculated in Table 4 was utilized to grow the existing 2024 traffic to the anticipated 2029 traffic conditions. As shown in Tables 7 and 8, all significantly impacted roadway segments meet the required LOS standards inclusive of the proposed development.

4.0 INTERSECTION ANALYSIS

The Hickpochee Avenue and Main Street intersection has been analyzed for the 2024 existing conditions, 2029 background, and 2029 total traffic conditions for the A.M. and P.M. peak hours.

The 2029 total traffic has been calculated using the higher value between the background growth rate and the combination of a 1.0% background growth rate and the approved committed development trips. The operational analyst was prepared using Synchro 12 software with HCM 7th edition methodology. The existing signal timing obtained from the FDOT was also utilized. The Synchro results are included in Appendix D through F and may be summarized as follows:

Existing Conditions Analysis

The results of the existing conditions analysis are provided below in Table 9 and are included in Appendix D.

Table 9 2024 Existing Conditions Operational Analysis						
Intersection	Intersection Control	Approach / Turn Lane	AM Peak Hour		PM Peak Hour	
			Delay (s)	LOS	Delay (s)	LOS
Hickpochee Ave at Main Street	Signal	Northbound Approach	44.4	D	44.9	D
		Southbound Approach	74.0	E	78.8	E
		SBL	52.8	D	50.1	D
		SBT/SBR	79.1	E	82.8	F
		Eastbound Approach	18.5	B	23.9	C
		EBL	14.4	B	16.1	B
		Westbound Approach	17.8	B	21.1	C
		Overall	30.1	C	33.1	C

As shown above, the study intersections currently operate at LOS D or better for both peak hours.

4.0 INTERSECTION ANALYSIS (CONTINUED)

Background Conditions

The 2029 background traffic volumes were determined by using an area wide 4.7% historical growth rate. Note this is a conservative analysis since it is unlikely the 4.7% historical rate will continue on an annual basis for the next five years.

The results of the background conditions analysis are provided below in Table 9 and are included in Appendix E.

Table 9
2029 Background Conditions Operational Analysis

Intersection	Intersection Control	Approach	AM Peak Hour		PM Peak Hour	
			Delay (s)	LOS	Delay (s)	LOS
Hickpochee Ave at Main Street	Signal	Northbound Approach	43.1	D	52.0	D
		Southbound Approach	81.0	F	106.7	F
		SBL	49.5	D	51.5	D
		SBT/SBR	88.4	F	114.4	F
		Eastbound Approach	25.0	C	33.0	C
		EBL	18.9	B	20.2	C
		Westbound Approach	23.7	C	27.1	C
		Overall	35.5	D	43.3	D

As shown above, all study intersections will continue to operate overall at LOS D or better for both peak hours.

4.0 INTERSECTION ANALYSIS (CONTINUED)

Total Traffic Conditions

The project trips were added to the background conditions based on the trip distribution/assignment to determine the projected 2029 total traffic conditions. The results of the total traffic conditions analysis are provided below in Table 10 and included in Appendix F.

Table 10
2029 Total Traffic Conditions Operational Analysis

Intersection	Intersection Control	Approach	AM Peak Hour		PM Peak Hour	
			Delay (s)	LOS	Delay (s)	LOS
Hickpochee Ave at Main Street	Signal	Northbound Approach	46.7	D	58.5	E
		Southbound Approach	99.1	F	130.8	F
		SBL	51.5	D	55.6	E
		SBT/SBR	114.1	F	147.0	F
		Eastbound Approach	25.7	C	32.8	C
		EBL	20.3	C	21.3	C
		Westbound Approach	25.8	C	28.8	C
		Overall	41.0	D	49.2	D

As shown above, all study intersections will continue to operate overall at LOS D or better for both peak hours.

4.0 INTERSECTION ANALYSIS (CONTINUED)

However, due to the higher delays on the minor street, an optimized timings scenario was also included. The overall cycle length remained the same but the green phase times were optimized to better balance the anticipated traffic demand. The results of the optimized conditions scenario are shown in Table 11 below and included in Appendix G.

Table 11
2029 Optimized Conditions Operational Analysis

Intersection	Intersection Control	Approach	AM Peak Hour		PM Peak Hour	
			Delay (s)	LOS	Delay (s)	LOS
Hickpochee Ave at Main Street	Signal	Northbound Approach	39.8	D	45.9	D
		Southbound Approach	64.4	E	71.5	E
		SBL	47.8	D	48.3	D
		SBT/SBR	69.7	E	76.5	E
		Eastbound Approach	28.7	C	40.4	D
		EBL	22.7	C	25.4	C
		Westbound Approach	28.8	C	34.7	C
		Overall	36.3	D	43.8	D

5.0 DRIVEWAY VOLUMES

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

**Directional
Distribution
(Trips IN/OUT)**

AM = 142 / 140

PM = 135 / 133

The Turning Movement figure presents the AM and PM peak turning movement volume assignments at the project driveway based on the directional distributions. As previously mentioned, access is proposed via two (2) full access driveway connections to College Street, one (1) full access driveway connection to Main Street and one (1) right in/right out driveway connection to Main Street.

6.0 SITE OPERATIONS

The proposed site plan includes additional parking spaces above minimum code requirements to account for the Wawa business model. The site has been specifically designed to ensure sufficient traffic circulation, parking, and stacking. Wawa is sensitive to the specific issues, and the site plan is designed intentionally to ensure efficient operations.

The proposed pick up window (referred to as Wawa FlyThru) will reduce the amount of parking required. It is not a typical drive-thru with a menu board in which the visitor places an order at the drive-thru. Instead, all orders are placed online prior to arriving at the site and the Wawa FlyThru is only used for pick-up. This results in much lower queuing since the order is placed ahead of time. There is also no payment transaction at the FlyThru window as that is done ahead of time. At other Wawa's with a FlyThru, the average queue is only 2-3 vehicles at peak times with an average wait time of 50 seconds. If a customer places an order in-line and it is not ready, they will be directed to park and wait for the mobile verification that their order is ready. The site is designed to accommodate a 4-vehicle queue with a by-pass lane.

7.0 CONCLUSION

The attached tables document the daily, A.M. peak hour and P.M. peak hour traffic generation for the existing and proposed development. The proposed development will generate 1,001 daily trips, 78 A.M. peak hour trips, and 70 P.M. peak hour trips. The analysis provided within this report demonstrates the surrounding roadway network will operate at an acceptable Level of Service.

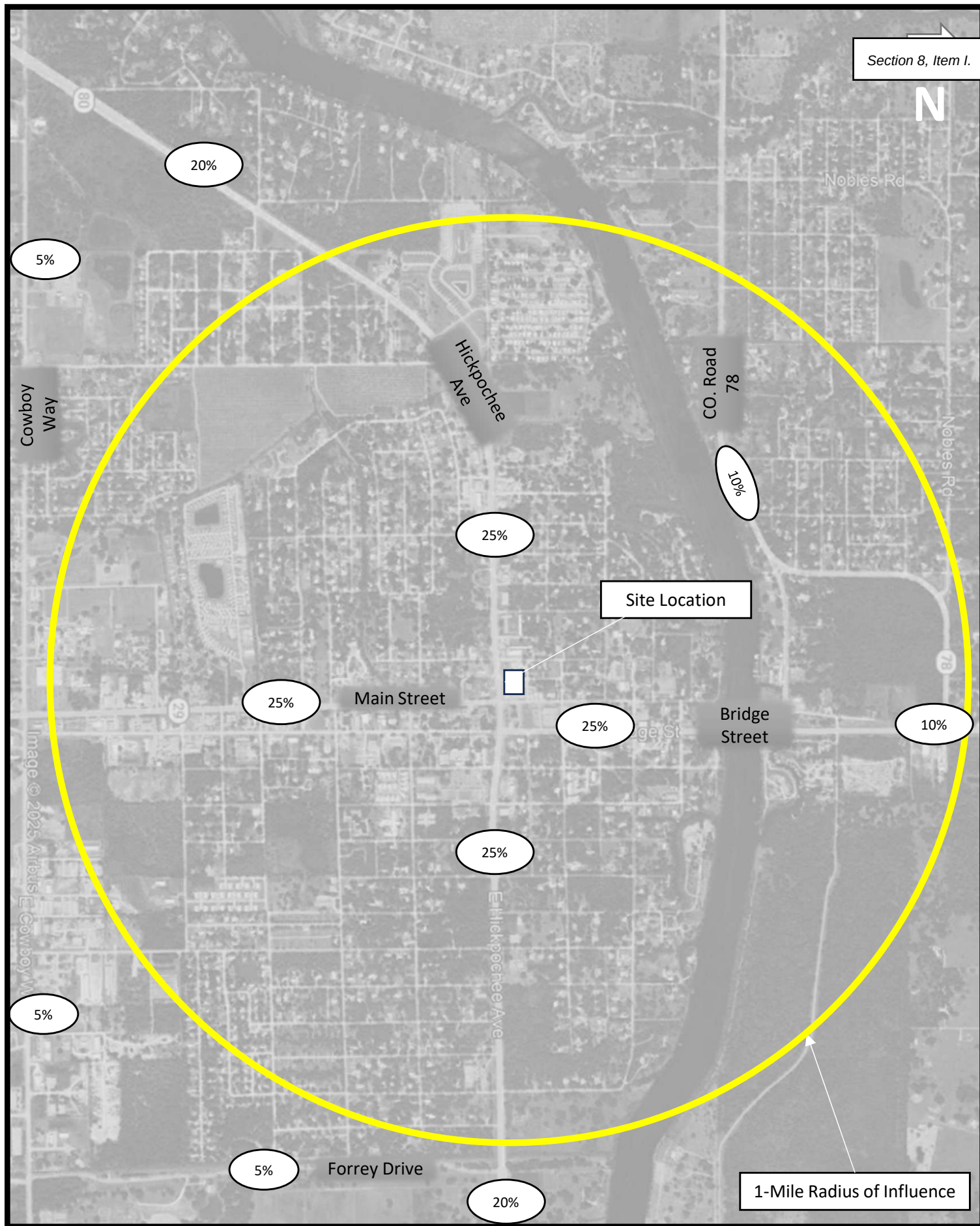


Figure 1 - Trip Distribution
 Labelle Wawa
 Project # 24-147

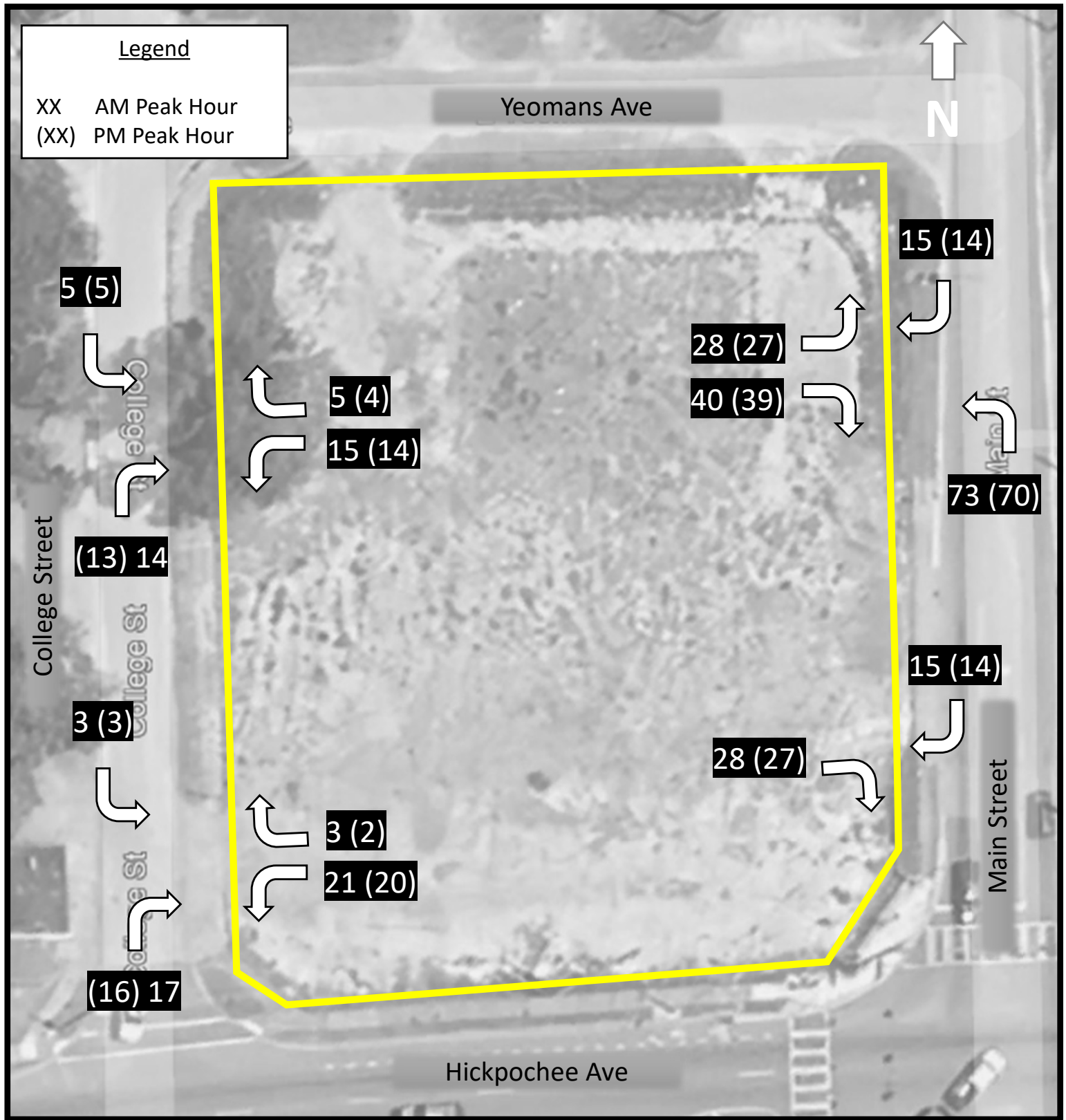


Figure 2 – Driveway Trips
 Labelle Wawa
 Project # 24-147

LABELLE WAWA

Section 8, Item I.

10/26/2023

PROPOSED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split		Gross Trips	Internalization		External Trips (Driveway Trips)	Pass-by		Net Trips
					In	Out		%	Total		%	Trips	
Fast Food Rest. + DT	934	1,162	S.F.	467.48			543		0	543	49%	266	277
Gas Station w/ Convenience Store ^e	FDOT	12	Fuel Positions	14.3*PM Trips			3,289		0	3,289	78%	2,565	724
		5,338	S.F.										
Grand Totals:							3,832	0.0%	0	3,832	74%	2,831	1,001

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips (Driveway Trips)			Pass-by		Net Trips		
					In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Fast Food Rest. + DT	934	1,162	S.F.	44.61	0.51	0.49	27	25	52	0.0%	0	0	0	27	25	52	49%	25	14	13	27
Gas Station w/ Convenience Store ^e	FDOT	12	Fuel Positions	12.3*FP+15.5*(X)	0.50	0.50	115	115	230	0.0%	0	0	0	115	115	230	78%	179	25	26	51
		5,338	S.F.																		
		Grand Totals:					142	140	282	0.0%	0	0	0	142	140	282	72%	204	39	39	78

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips (Driveway Trips)			Pass-by		Net Trips		
					In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Fast Food Rest. + DT	934	1,162	S.F.	33.03	0.52	0.48	20	18	38	0.0%	0	0	0	20	18	38	49%	19	10	9	19
Gas Station w/ Convenience Store ^e	FDOT	12	Fuel Positions	12.3*FP+15.5*(X)	0.50	0.50	115	115	230	0.0%	0	0	0	115	115	230	78%	179	25	26	51
		5,338	S.F.																		
		Grand Totals:					135	133	268	0.0%	0	0	0	135	133	268	74%	198	35	35	70

TABLE 4
AREA WIDE GROWTH RATE CALCULATION

STATION	ROADWAY	FROM	TO	2019 PEAK SEASON DAILY TRAFFIC	2023 PEAK SEASON DAILY TRAFFIC	IND. (%)
	HICKPOCHEE AVENUE	COWBOY WAY	DR. MLK BLVD	14,400	17,700	5.29%
	HICKPOCHEE AVENUE	DR. MILK BLVD	MAIN STREET/SITE	18,700	25,000	7.53%
	HICKPOCHEE AVENUE	MAIN STREET/SITE	BRIDGE STREET	22,500	25,000	2.67%
	HICKPOCHEE AVENUE	BRIDGE STREET	FORREY DRIVE	13,100	16,800	6.42%
	COUNTY ROAD 78	CRECENT AVENUE	BRIDGE STREET	2,000	2,600	6.78%
	COWBOY WAY	HICKPOCHEE AVENUE	MAIN STREET	7,300	6,700	-2.12%
	COWBOY WAY	MAIN STREET	FORREY DRIVE	8,900	10,400	3.97%
	MAIN STREET	OKLAHOMA AVENUE	HICKPOCHEE AVENUE/SITE	3,000	3,400	3.18%
	MAIN STREET	HICKPOCHEE AVENUE/SITE	PALMDALE AVENUE	7,100	8,600	4.91%
	MAIN STREET	PALMDALE AVENUE	COWBOY WAY	7,400	9,400	6.16%
	BRIDGE STREET	COUNTY ROAD 78	HICKPOCHEE AVENUE	15,900	18,900	4.42%
	FORREY DRIVE	HICKPOCHEE AVENUE	COWBOY WAY	NA	NA	NA
Σ =				120,300	144,500	4.69%
				AREA WIDE GROWTH RATE = 4.7%		

TABLE 5
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

2029 BUILD OUT
1 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 39
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 39

STATION	ROADWAY	FROM	TO	DIRECTION	PROJECT DISTRIBUTION	AM PEAK HOUR DIRECTIONAL		EXISTING LANES	CLASS	LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
						PROJECT TRIPS						
	HICKPOCHEE AVENUE	COWBOY WAY	DR. MLK BLVD	EB	20%	8		4L	C2	2910	0.27%	NO
				WB	20%	8		4L	C2	2910	0.27%	NO
	HICKPOCHEE AVENUE	DR. MLK BLVD	MAIN STREET/SITE	EB	25%	10		4L	C2T	1640	0.61%	NO
				WB	25%	10		4L	C2T	1640	0.61%	NO
	HICKPOCHEE AVENUE	MAIN STREET/SITE	BRIDGE STREET	EB	50%	20		4L	C2T	1640	1.22%	YES
				WB	50%	20		4L	C2T	1640	1.22%	YES
	HICKPOCHEE AVENUE	BRIDGE STREET	FORREY DRIVE	EB	25%	10		4L	C2T	1640	0.61%	NO
				WB	25%	10		4L	C2T	1640	0.61%	NO
	COUNTY ROAD 78	CRECENT AVENUE	BRIDGE STREET	EB	10%	4		2L	C2	730	0.55%	NO
				WB	10%	4		2L	C2	730	0.55%	NO
	COWBOY WAY	HICKPOCHEE AVENUE	MAIN STREET	EB	5%	2		2L	C2	730	0.27%	NO
				WB	5%	2		2L	C2	730	0.27%	NO
	COWBOY WAY	MAIN STREET	FORREY DRIVE	EB	5%	2		2L	C2	730	0.27%	NO
				WB	5%	2		2L	C2	730	0.27%	NO
	MAIN STREET	OKLAHOME AVENUE	HICKPOCHEE AVENUE/SITE	NB	5%	2		2L	C2	730	0.27%	NO
				SB	5%	2		2L	C2	730	0.27%	NO
	MAIN STREET	HICKPOCHEE AVENUE/SITE	PALMDALE AVENUE	NB	25%	10		2L	C2T	940	1.06%	YES
				SB	25%	10		2L	C2T	940	1.06%	YES
	MAIN STREET	PALMDALE AVENUE	COWBOY WAY	NB	20%	8		2L	C2	730	1.10%	YES
				SB	20%	8		2L	C2	730	1.10%	YES
	BRIDGE STREET	COUNTY ROAD 78	HICKPOCHEE AVENUE	NB	25%	10		2L	C3C	1070	0.93%	NO
				SB	25%	10		2L	C3C	1070	0.93%	NO
	FORREY DRIVE	HICKPOCHEE AVENUE	COWBOY WAY	NB	5%	2		2L	C2	730	0.27%	NO
				SB	5%	2		2L	C2	730	0.27%	NO

TABLE 6
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

2029 BUILD OUT
1 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 35
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 35

STATION	ROADWAY	FROM	TO	DIRECTION	PROJECT DISTRIBUTION	PM PEAK HOUR DIRECTIONAL		EXISTING LANES	CLASS	LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
						PROJECT TRIPS	PROJECT TRIPS					
	HICKPOCHEE AVENUE	COWBOY WAY	DR. MLK BLVD	EB	20%	7	4L	C2	2910	0.24%	NO	
				WB	20%	7	4L	C2	2910	0.24%	NO	
	HICKPOCHEE AVENUE	DR. MLK BLVD	MAIN STREET/SITE	EB	25%	9	4L	C2T	1640	0.55%	NO	
				WB	25%	9	4L	C2T	1640	0.55%	NO	
	HICKPOCHEE AVENUE	MAIN STREET/SITE	BRIDGE STREET	EB	50%	18	4L	C2T	1640	1.10%	YES	
				WB	50%	18	4L	C2T	1640	1.10%	YES	
	HICKPOCHEE AVENUE	BRIDGE STREET	FORREY DRIVE	EB	25%	9	4L	C2T	1640	0.55%	NO	
				WB	25%	9	4L	C2T	1640	0.55%	NO	
	COUNTY ROAD 78	CRECENT AVENUE	BRIDGE STREET	EB	10%	4	2L	C2	730	0.55%	NO	
				WB	10%	4	2L	C2	730	0.55%	NO	
	COWBOY WAY	HICKPOCHEE AVENUE	MAIN STREET	EB	5%	2	2L	C2	730	0.27%	NO	
				WB	5%	2	2L	C2	730	0.27%	NO	
	COWBOY WAY	MAIN STREET	FORREY DRIVE	EB	5%	2	2L	C2	730	0.27%	NO	
				WB	5%	2	2L	C2	730	0.27%	NO	
	MAIN STREET	OKLAHOME AVENUE	HICKPOCHEE AVENUE/SITE	NB	5%	2	2L	C2	730	0.27%	NO	
				SB	5%	2	2L	C2	730	0.27%	NO	
	MAIN STREET	HICKPOCHEE AVENUE/SITE	PALMDALE AVENUE	NB	25%	9	2L	C2T	940	0.96%	NO	
				SB	25%	9	2L	C2T	940	0.96%	NO	
	MAIN STREET	PALMDALE AVENUE	COWBOY WAY	NB	20%	7	2L	C2	730	0.96%	NO	
				SB	20%	7	2L	C2	730	0.96%	NO	
	BRIDGE STREET	COUNTY ROAD 78	HICKPOCHEE AVENUE	NB	25%	9	2L	C3C	1070	0.84%	NO	
				SB	25%	9	2L	C3C	1070	0.84%	NO	
	FORREY DRIVE	HICKPOCHEE AVENUE	COWBOY WAY	NB	5%	2	2L	C2	730	0.27%	NO	
				SB	5%	2	2L	C2	730	0.27%	NO	

TABLE 7
AM PEAK HOUR - TEST 1

2029 BUILD OUT
1 MILE RADIUS OF DEVELOPMENT INFLUENCE
AREA WIDE GROWTH RATE = 4.70%
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 39
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 39

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	AM PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	AM PEAK HOUR PROJECT TRIPS	LINK GROWTH	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2029 TRAFFIC WITHOUT PROJECT	2029 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS D	2029 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
HICKPOCHEE AVENUE	MAIN STREET/SITE	BRIDGE STREET	EB	2024	624	50%	20	161	32	161	785	805	4L	C2T	1640	YES	YES
			WB	2024	802	50%	20	207	41	207	1009	1029	4L	C2T	1640	YES	YES
MAIN STREET	HICKPOCHEE AVENUE/SITE	PALMDALE AVENUE	NB	2023	261	25%	10	83	16	83	344	354	2L	C2T	940	YES	YES
			SB	2023	337	25%	10	107	21	107	444	454	2L	C2T	940	YES	YES
MAIN STREET	PALMDALE AVENUE	COWBOY WAY	NB	2023	249	20%	8	79	15	79	328	336	2L	C2	730	YES	YES
			SB	2023	308	20%	8	98	19	98	406	414	2L	C2	730	YES	YES

Notes:

TABLE 8
PM PEAK HOUR - TEST 1

2029 BUILD OUT
1 MILE RADIUS OF DEVELOPMENT INFLUENCE
AREA WIDE GROWTH RATE = 4.70%
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 35
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 35

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	PM PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	PM PEAK HOUR PROJECT TRIPS	LINK GROWTH	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2029 TRAFFIC WITHOUT PROJECT	2029 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS D	2029 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
HICKPOCHEE AVENUE	MAIN STREET/SITE	BRIDGE STREET	EB	2024	1053	50%	18	272	54	272	1325	1343	4L	C2T	1640	YES	YES
			WB	2024	782	50%	18	202	40	202	984	1002	4L	C2T	1640	YES	YES

Notes:

INTERSECTION VOLUME DEVELOPMENT
LABELLE WAWA
HICKPOCHEE AVENUE AND MAIN STREET

INPUT DATA

Comments:

Growth Rate = 4.70% Peak Season = 1.00 Current Year = 2024 Buildout Year = 2029

AM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

	Northbound			Southbound			Eastbound			Westbound				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume (2024)	112	105	61	56	157	88	32	507	56	110	644	48	1976	Existing Total
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0		
Background Traffic Growth	29	27	16	14	41	23	8	131	14	28	166	12	510	BG Total
1.0% Background Growth	6	5	3	3	8	4	2	26	3	6	33	2	101	1% + MP Total
Major Projects Traffic	0	0	0	0	0	0	0	0	0	0	0	0		
1% BGR + Major Projects	6	5	3	3	8	4	2	26	3	6	33	2	101	1% + MP Total
Background Traffic w/o Project	141	132	77	70	198	111	40	638	70	138	810	60		
Project Traffic	14	21	0	35	35	1	36	0	0	0	14	21		
Total	155	153	77	105	233	112	76	638	70	138	824	81		
Approach Total	385			450			785			1,044				

PM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

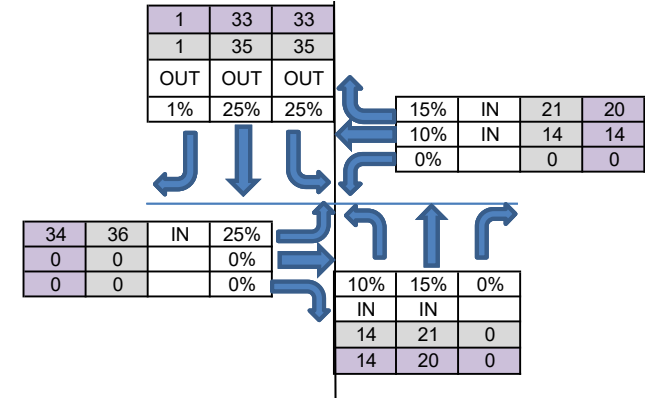
	Northbound			Southbound			Eastbound			Westbound				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume (2024)	142	101	154	37	188	87	67	862	60	84	656	42	2480	Existing Total
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0		
Background Traffic Growth	37	26	40	10	49	22	17	223	15	22	169	11	640	BG Total
1.0% Background Growth	7	5	8	2	10	4	3	44	3	4	33	2	127	1% + MP Total
Major Projects Traffic	0	0	0	0	0	0	0	0	0	0	0	0		
1% BGR + Major Projects	7	5	8	2	10	4	3	44	3	4	33	2	127	1% + MP Total
Background Traffic w/o Project	179	127	194	47	237	109	84	1085	75	106	825	53		
Project Traffic	14	20	0	33	33	1	34	0	0	0	14	20		
Total	193	147	194	80	270	110	118	1085	75	106	839	73		
Approach Total	533			460			1,278			1,018				

TRIPS

	IN	OUT
AM	142	140
PM	135	133

Section 8, Item I.

10/28/25





APPENDIX A

FDOT TRAFFIC COUNTS

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 0023 - SR 29, N OF CR 80A/COWBOY WAY

LABELLE

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	9400 S	N	4400	S	5000	9.00	55.20	9.20
2022	8600 F	N	4000	S	4600	9.00	57.50	9.20
2021	8400 C	N	3900	S	4500	9.00	58.30	9.20
2020	7200 C	N	3300	S	3900	9.00	56.80	19.80
2019	7400 C	N	3600	S	3800	9.00	57.40	18.80
2018	7200 F	N	3900	S	3300	9.00	58.50	13.80
2017	6900 C	N	3700	S	3200	9.00	58.20	6.10
2016	9900 F	N	5000	S	4900	9.00	57.30	6.10
2015	9300 C	N	4700	S	4600	9.00	58.40	6.10
2014	8400 F	N	4000	S	4400	9.00	58.90	6.10
2013	8400 C	N	4000	S	4400	9.00	58.60	6.10
2012	8500 C	N	3900	S	4600	9.00	58.80	5.60
2011	8200 F	N	3900	S	4300	9.00	61.10	5.80
2010	8400 C	N	4000	S	4400	9.69	59.27	5.80
2009	8600 C	N	4000	S	4600	9.99	59.95	4.60
2008	8300 C	N	3900	S	4400	10.28	60.86	6.10

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE

S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE

V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 0006 - SR 29, N OF CALOOSAHATCHEE RIVER & S OF CR 78

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	18900 F	N	9300	S	9600	9.00	55.20	17.40
2022	17300 C	N	8500	S	8800	9.00	57.50	17.40
2021	16600 C	N	8300	S	8300	9.00	58.30	17.00
2020	14500 C	N	7200	S	7300	9.00	56.80	15.90
2019	15900 C	N	7900	S	8000	9.00	57.40	15.00
2018	15300 C	N	7600	S	7700	9.00	58.50	15.00
2017	14500 C	N	7200	S	7300	9.00	58.20	11.80
2016	11800 C	N	7000	S	4800	9.00	57.30	14.90
2015	13900 C	N	6800	S	7100	9.00	58.40	11.60
2014	13900 C	N	6800	S	7100	9.00	58.90	10.60
2013	11800 F	N	5800	S	6000	9.00	58.60	12.50
2012	12000 C	N	5900	S	6100	9.00	58.80	12.50
2011	13000 S	N	6500	S	6500	9.00	61.10	11.90
2010	13200 F	N	6600	S	6600	9.69	59.27	11.90
2009	13800 C	N	6900	S	6900	9.99	59.95	11.90
2008	14500 C	N	7200	S	7300	10.28	60.86	13.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE

S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE

V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 4139 - NORTH RIVER ROAD/CR 78, EAST OF FORT DENAUD BRIDGE WAY

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2023	2600 C	E 1300	W 1300	9.50	55.70	15.90
2022	2300 C	E 1200	W 1100	9.50	57.50	16.30
2021	2000 T	E 1000	W 1000	9.50	55.80	12.60
2020	2000 S	E 1000	W 1000	9.50	55.80	12.10
2019	2000 F	E 1000	W 1000	9.50	56.80	12.10
2018	2000 C	E 1000	W 1000	9.50	57.40	12.10
2017	1850 T	E 950	W 900	9.50	56.80	9.70
2016	1750 S	E 900	W 850	9.50	56.30	7.90
2015	1650 F	E 850	W 800	9.50	56.90	7.90
2014	1550 C	E 800	W 750	9.50	56.70	7.90
2013	1300 S	0	0	9.50	56.30	11.60
2012	1300 F	0	0	9.50	56.50	11.50
2011	1300 C	E 0	W 0	9.50	56.50	15.00

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 4125 - COWBOY WAY, EAST OF S.R. 80

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	6700 C	E	3300	W	3400	9.00	55.70	9.50
2022	7100 C	E	3400	W	3700	9.00	57.50	12.80
2021	7600 T	E	3700	W	3900	9.00	55.80	12.60
2020	7300 S	E	3600	W	3700	9.00	55.80	9.90
2019	7300 F	E	3600	W	3700	9.00	56.80	9.90
2018	7100 C	E	3500	W	3600	9.00	57.40	9.90
2017	6500 T	E	3200	W	3300	9.00	56.80	9.70
2016	6100 S	E	3000	W	3100	9.00	56.30	11.50
2015	5700 F	E	2800	W	2900	9.00	56.90	11.50
2014	5500 C	E	2700	W	2800	9.00	56.70	11.50
2013	4400 S		0		0	9.00	56.30	11.60
2012	4400 F		0		0	9.00	56.50	11.50
2011	4500 C	E	0	W	0	9.00	56.50	15.00

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE

S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE

V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 4032 - E COWBOY WAY, 0.5 MI E OF SR 29 HC 32

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2023	10400 C	E 5100	W 5300	9.00	55.70	11.60
2022	9500 E			9.00	57.50	18.40
2021	9300 S	E 4600	W 4700	9.00	55.80	10.70
2020	8900 F	E 4400	W 4500	9.00	55.80	10.70
2019	8900 C	E 4400	W 4500	9.00	56.80	10.70
2018	10500 X	0	0	9.00	57.40	13.80
2017	9900 T			9.00	56.80	10.80
2016	9300 S	E 4600	W 4700	9.00	56.30	9.80
2015	8700 F	E 4300	W 4400	9.00	56.90	9.80
2014	8300 C	E 4100	W 4200	9.00	56.70	9.80
2013	7600 S	E 3800	W 3800	9.00	56.30	7.60
2012	7600 F	E 3800	W 3800	9.00	56.50	7.60
2011	7800 C	E 3900	W 3900	9.00	56.50	7.60
2010	6700 S	E 3300	W 3400	9.81	57.36	8.20
2009	6900 F	E 3400	W 3500	10.07	57.54	8.20
2008	7100 C	E 3500	W 3600	10.16	56.49	8.20

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 5003 - SR 80, EAST OF SR 29/BRIDGE STREET LABELLE

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	16800 S	E	8300	W	8500	9.00	56.40	9.40
2022	15400 F	E	7600	W	7800	9.00	57.50	9.40
2021	14600 C	E	7200	W	7400	9.00	55.80	9.40
2020	11500 C	E	5700	W	5800	9.00	55.80	10.30
2019	13100 C	E	6600	W	6500	9.00	56.50	11.10
2018	11900 C	E	5900	W	6000	9.00	56.20	9.50
2017	12000 C	E	6000	W	6000	9.00	55.40	9.20
2016	11400 C	E	5400	W	6000	9.00	55.40	12.00
2015	11000 C	E	5500	W	5500	9.00	55.70	9.50
2014	11200 F	E	5700	W	5500	9.00	54.80	8.80
2013	11000 C	E	5600	W	5400	9.00	54.50	8.80
2012	10300 C	E	5100	W	5200	9.00	54.70	9.40
2011	12500 F	E	6400	W	6100	9.00	51.90	7.90
2010	12700 C	E	6500	W	6200	9.91	56.65	7.90
2009	13300 C	E	6600	W	6700	10.14	55.96	8.80
2008	14300 C	E	7200	W	7100	10.10	54.31	15.70

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 5000 - SR 80, NE OF COWBOY WAY

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	17700 S	E	8900	W	8800	9.00	56.40	16.20
2022	16300 F	E	8200	W	8100	9.00	57.50	16.20
2021	15500 C	E	7800	W	7700	9.00	55.80	16.20
2020	13700 C	E	6800	W	6900	9.00	55.80	14.60
2019	14400 C	E	7100	W	7300	9.00	56.50	15.50
2018	13400 C	E	6600	W	6800	9.00	56.20	11.60
2017	13100 C	E	6600	W	6500	9.00	55.40	10.80
2016	13600 C	E	6600	W	7000	9.00	55.40	11.90
2015	11100 C	E	5500	W	5600	9.00	55.70	13.30
2014	10500 F	E	5200	W	5300	9.00	54.80	11.70
2013	10300 C	E	5100	W	5200	9.00	54.50	11.70
2012	9700 C	E	4800	W	4900	9.00	54.70	11.40
2011	11800 F	E	6000	W	5800	9.00	51.90	7.90
2010	12000 C	E	6100	W	5900	9.91	56.65	7.90
2009	11100 C	E	5600	W	5500	10.14	55.96	12.60
2008	10300 C	E	5100	W	5200	10.10	54.31	13.10

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 5002 - SR 80, WEST OF SR 29/MAIN STREET, LABELLE

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----	-----	-----	-----	-----
2023	25000 F	E	12500	W 12500	9.00	56.40	10.90
2022	23000 C	E	11500	W 11500	9.00	57.50	10.90
2021	20000 C	E	10000	W 10000	9.00	55.80	10.60
2020	16600 C	E	8300	W 8300	9.00	55.80	10.80
2019	18700 C	E	9300	W 9400	9.00	56.50	11.70
2018	17200 C	E	8600	W 8600	9.00	56.20	9.40
2017	16800 C	E	8300	W 8500	9.00	55.40	9.50
2016	18200 C	E	9000	W 9200	9.00	55.40	10.70
2015	15000 C	E	7600	W 7400	9.00	55.70	10.00
2014	15900 F	E	8000	W 7900	9.00	54.80	9.50
2013	15700 C	E	7900	W 7800	9.00	54.50	9.50
2012	15200 C	E	7800	W 7400	9.00	54.70	8.60
2011	14900 F	E	7400	W 7500	9.00	51.90	7.70
2010	15100 C	E	7500	W 7600	9.91	56.65	7.70
2009	16300 C	E	8100	W 8200	10.14	55.96	9.60
2008	16700 C	E	8400	W 8300	10.10	54.31	10.30

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 0011 - SR 80, WEST OF SR 29/BRIDGE STREET, LABELLE

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----	-----	-----	-----	-----
2023	25000 S	E	12500	W 12500	9.00	56.40	8.10
2022	23000 F	E	11500	W 11500	9.00	57.50	8.10
2021	22000 C	E	11000	W 11000	9.00	55.80	8.10
2020	21000 C	E	10500	W 10500	9.00	55.80	14.00
2019	22500 C	E	11500	W 11000	9.00	56.50	13.90
2018	21500 C	E	10500	W 11000	9.00	56.20	13.80
2017	19300 F	E	10000	W 9300	9.00	55.40	13.80
2016	18000 C	E	9300	W 8700	9.00	55.40	13.80
2015	13100 C	E	6600	W 6500	9.00	55.70	8.20
2014	15200 F	E	7500	W 7700	9.00	54.80	8.20
2013	15000 C	E	7400	W 7600	9.00	54.50	8.20
2012	14300 C	E	7100	W 7200	9.00	54.70	8.60
2011	12700 F	E	6400	W 6300	9.00	51.90	6.60
2010	12900 C	E	6500	W 6400	9.91	56.65	6.60
2009	17600 C	E	9600	W 8000	10.14	55.96	8.60
2008	16700 C	E	9000	W 7700	10.10	54.31	9.00

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE

S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE

V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 5005 - SR 29/MAIN STREET, SOUTH OF SR 80

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----	-----	-----	-----	-----
2023	8600 F	N	4300	S 4300	9.00	55.20	10.80
2022	7800 C	N	3900	S 3900	9.00	57.50	10.80
2021	7700 C	N	3800	S 3900	9.00	58.30	8.90
2020	6200 C	N	3100	S 3100	9.00	56.80	19.80
2019	7100 C	N	3600	S 3500	9.00	57.40	18.80
2018	7100 F	N	3400	S 3700	9.00	58.50	13.80
2017	6800 C	N	3300	S 3500	9.00	58.20	7.60
2016	8600 F	N	4300	S 4300	9.00	57.30	7.60
2015	8200 C	N	4100	S 4100	9.00	58.40	7.60
2014	7300 F	N	3600	S 3700	9.00	58.90	6.20
2013	7300 C	N	3600	S 3700	9.00	58.60	6.20
2012	7800 C	N	3800	S 4000	9.00	58.80	6.10
2011	6700 F	N	3300	S 3400	9.00	61.10	5.80
2010	6700 C	N	3300	S 3400	9.69	59.27	5.80
2009	8300 C	N	4200	S 4100	9.99	59.95	5.00
2008	8600 C	N	4300	S 4300	10.28	60.86	5.80

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE

S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE

V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 4100 - MAIN ST, NORTH OF SR 80

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2023	3400 C	N 1600	S 1800	9.00	55.70	16.30
2022	3300 E			9.00	57.50	15.60
2021	3200 S	N 1500	S 1700	9.00	55.80	12.60
2020	3000 F	N 1400	S 1600	9.00	55.80	14.00
2019	3000 C	N 1400	S 1600	9.00	56.80	13.90
2018	4000 X	0	0	9.00	57.40	10.50
2017	3800 T			9.00	56.80	9.70
2016	3600 S	N 1700	S 1900	9.00	56.30	4.50
2015	3400 F	N 1600	S 1800	9.00	56.90	4.50
2014	3200 C	N 1500	S 1700	9.00	56.70	4.50
2013	2800 S	N 1300	S 1500	9.00	56.30	2.90
2012	2800 F	N 1300	S 1500	9.00	56.50	2.90
2011	2800 C	N 1300	S 1500	9.00	56.50	2.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE

S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE

V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

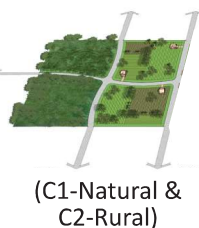


APPENDIX B

FDOT 2023 MULTIMODAL Q/LOS TABLES

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
 Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
 Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables

Peak Hour Directional



	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

(C3C-Suburban Commercial)

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

(C3R-Suburban Residential)

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

Adjustment Factors

The peak hour directional service volumes should be adjusted by multiplying by 1.2 for one-way facilities
 The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided
 Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
 2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80

Exclusive right turn lane(s): Multiply by 1.05
 Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
 Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
 Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900



	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjusted by multiplying by 1.2 for one-way facilities
 The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided
 Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
 2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80

Exclusive right turn lane(s): Multiply by 1.05
 Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
 Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
 Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

*Cannot be achieved using table input value defaults. **Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

***LOS C thresholds are not applicable for C6 as C6 roadway facilities are neither planned nor designed to achieve automobile LOS C.

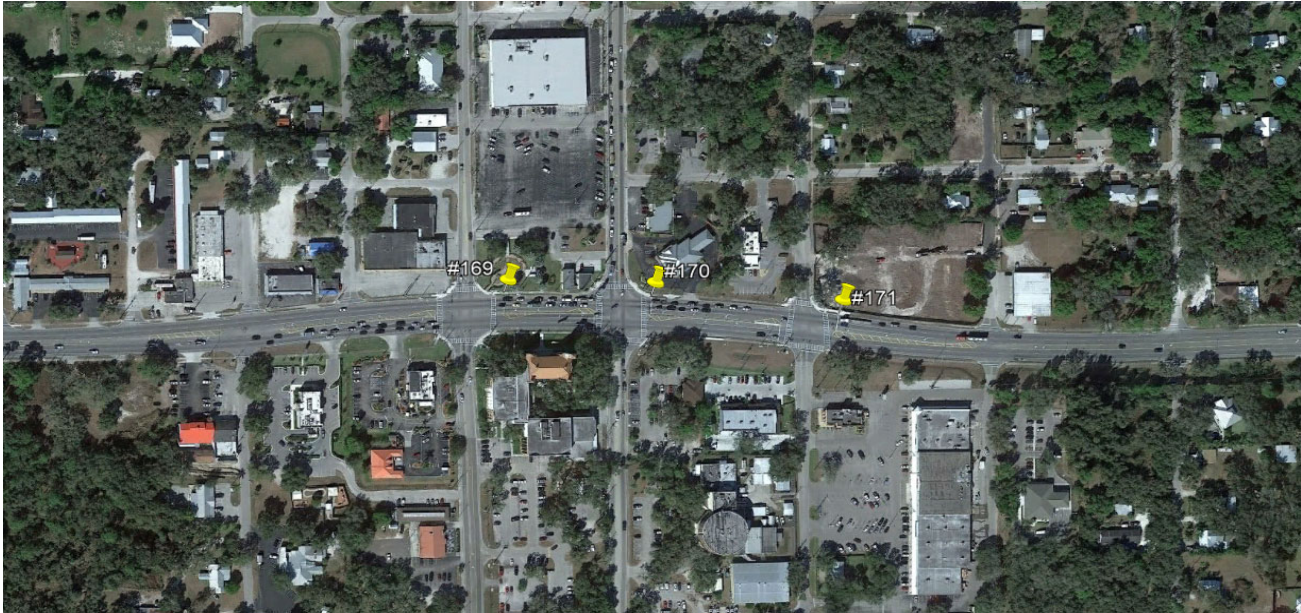


APPENDIX C

SIGNAL TIMING SHEET

FDOT - DISTRICT 1
Signal System Timing Report

System ID: 07010A
Section: 07010000
From: Main Street
To: Lee Street
County: Hendry
Arterial: SR 80 /
Hickpochee Ave
MP: 9.355
MP: 9.500



Implementation Start Date: March 7, 2024
Fine Tuning Completion Date: March 11, 2024

Name		Date	Approved By:
Designed By:	Michael Munson	3/26/2024	
Checked By:	Phillip Kurth	3/26/2024	
Drawn By:	Michael Munson	3/26/2024	
Checked By:	Phillip Kurth	3/26/2024	

Time of Day Plan

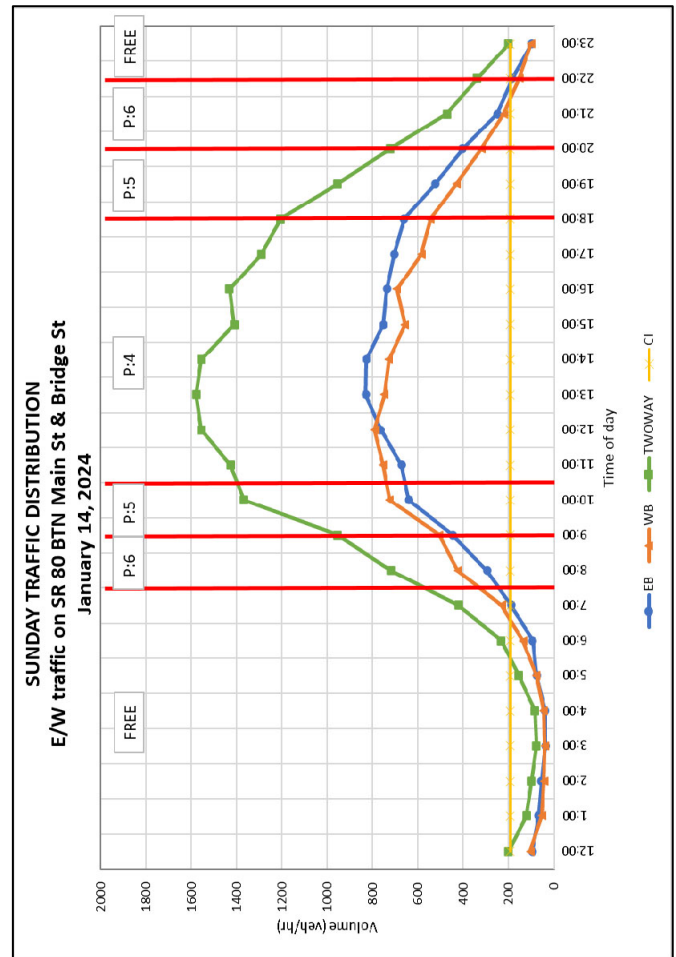
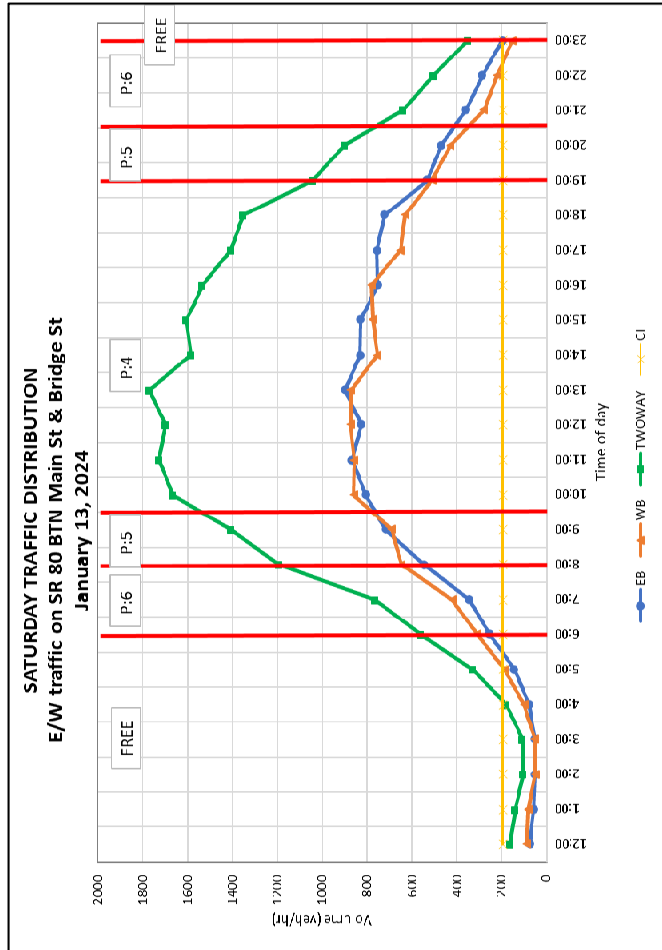
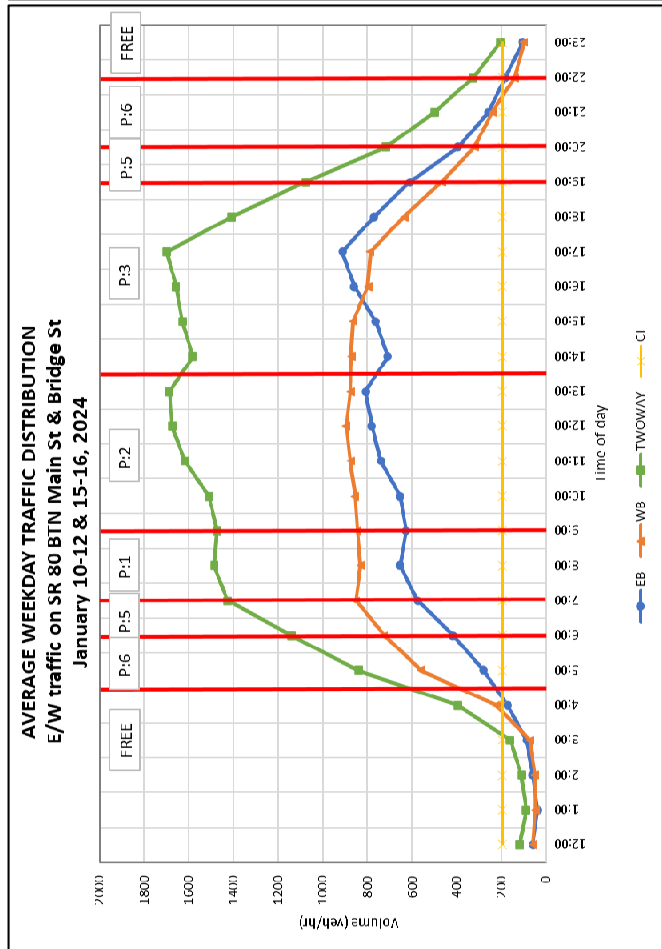
Designed By: M. Munson
 Date: 3/26/2024
 Checked By: P. Kurth
 Date: 3/26/2024

System ID: **07010A**
 Section: **07010000**
 Segment: **SR 80 /
 Hickpochee Ave**
 From: **Main Street**
 To: **Lee Street**

ALL SEASON PLAN

Day	Time	Pattern (C/S/O)	Cycle Length
Monday Thru Friday	0000	-	FREE
	0430	6	80
	0600	5	100
	0700	1	140
	0900	2	140
	1330	3	140
	1900	5	100
	2000	6	80
	2200	-	FREE
Saturday	0000	-	FREE
	0600	6	80
	0800	5	100
	0930	4	120
	1900	5	100
	2030	6	80
	2300	-	FREE
Sunday	0000	-	FREE
	0730	6	80
	0900	5	100
	1030	4	120
	1800	5	100
	2000	6	80
	2200	-	FREE

COUPLING ANALYSIS (SR 80 from Main St to Lee St)



FTE

DATE: 02/05/2024

PREPARED BY:

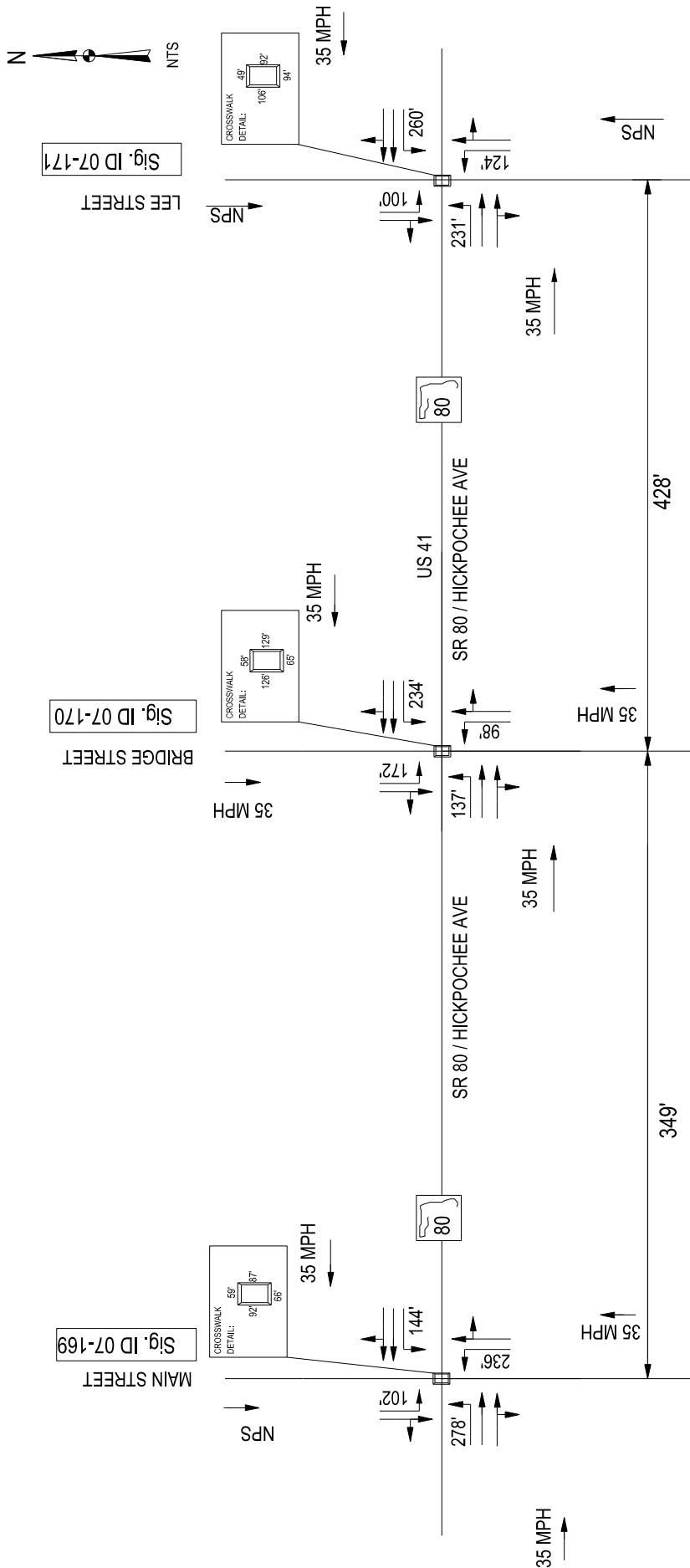
SR 80 / HICKPOCHEE AVE FROM MAIN STREET TO LEE STREET
LINE SKETCH OF LANE CONFIGURATIONS

DISTRICT ONE
TRAFFIC OPERATIONS
SIGNAL SECTION



NOTES:

DISTANCES BETWEEN INTERSECTIONS
WERE DETERMINED FROM FDOT SLDs



PREPARED BY:

SSR 80 / HICKPOCHEE AVE FROM MAIN STREET TO LEE STREET

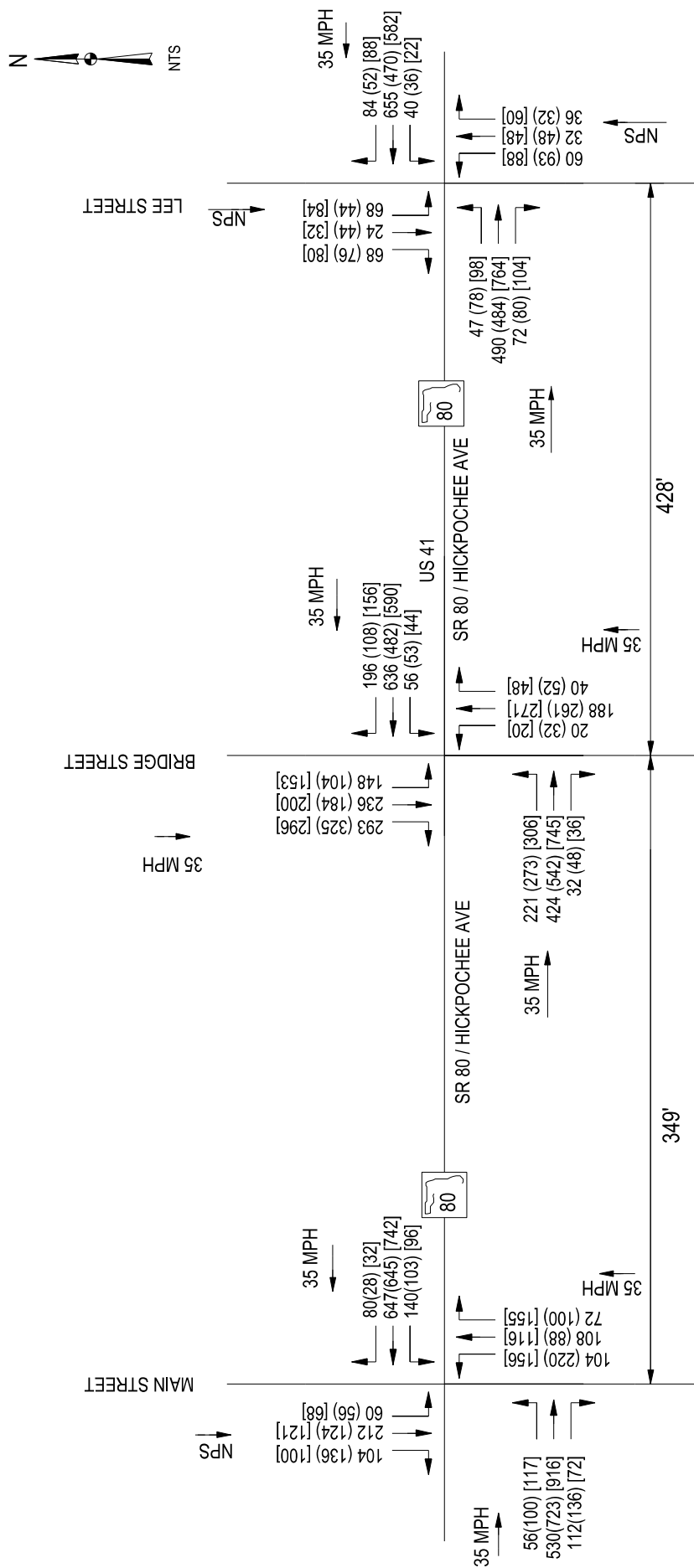
LINE SKETCH OF TRAFFIC VOLUME: WEEKDAY

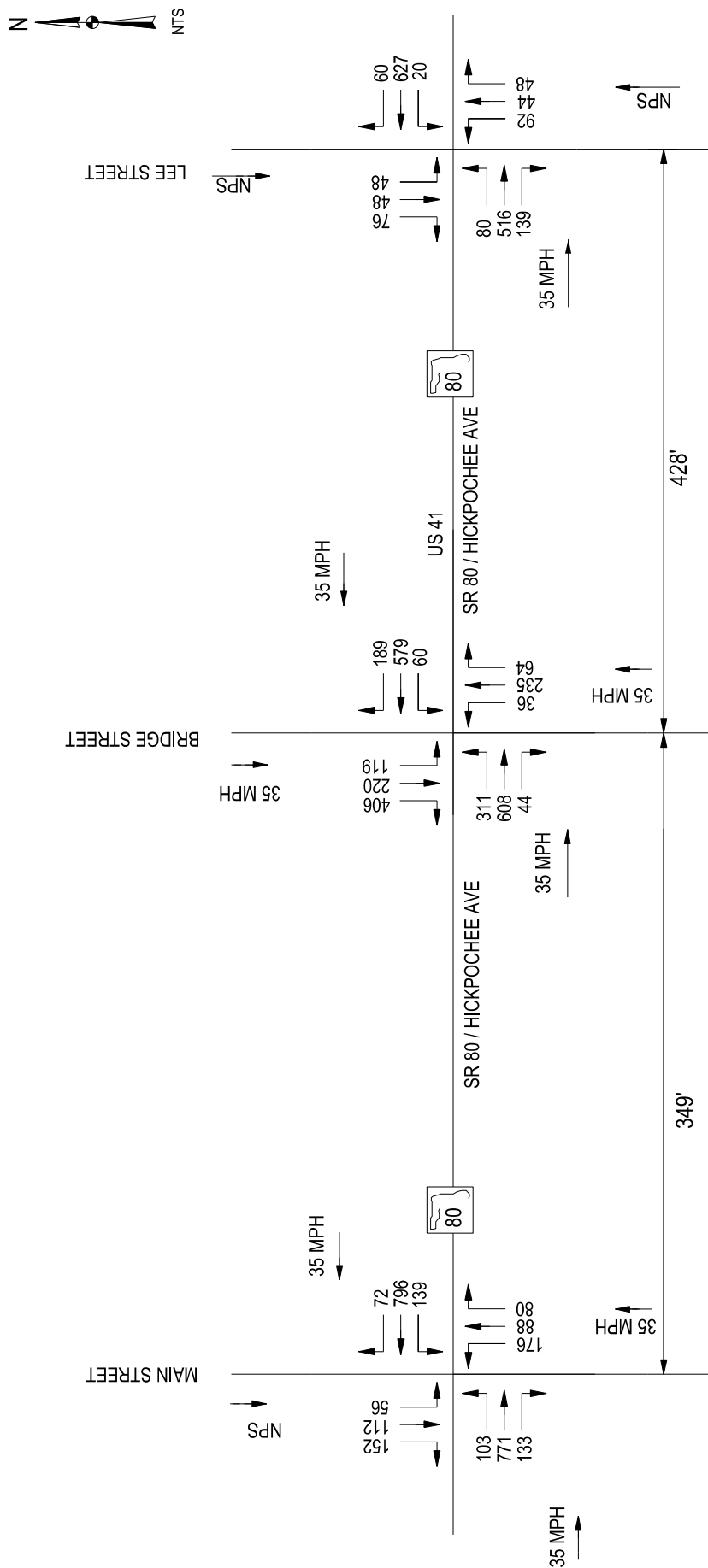
DATE: 02/19/2024

NOTES:

- XXX (XXX) [XXX] - AM VOLUME (MIDDAY VOLUME) [PM VOLUME]
- ALL VOLUME VALUES SHOWN IN THIS SHEET ARE FOR TRAFFIC FOR SIGNAL TIMING DESIGN PURPOSES ONLY

ALL VOLUME VALUES SHOWN IN THIS SHEET ARE FOR TRAFFIC ANALYSIS
FOR SIGNAL TIMING DESIGN PURPOSES ONLY





NOTES:

- SATURDAY VOLUME

• ALL VOLUME VALUES SHOWN IN THIS SHEET ARE FOR TRAFFIC ANALYSIS FOR SIGNAL TIMING DESIGN PURPOSES ONLY

Designed By:	M. Munson
Date:	3/26/2024
Checked By:	P. Kurth
Date:	3/26/2024

Location Details	
Section: 07010000	Mile Post: 9.355
Major Street: SR 80 / Hickpochee Ave	Orientation E-W
Minor Street: Main Street	Orientation N-S
Sig ID: 169	System ID: 07010A

Controller Timings (seconds)													
Movement # (Controller Phase Ø)			1	2	3	4	5	6	7	8	Notes		
Direction			EBL	WB		NB	WBL	EB	NBL	SB			
Turn Type			FYA				FYA		FYA				
Min Green			5	12		7	5	12	5	7			
Ext			3	5		3	3	5	3	3			
Yellow			4.1	4.1		4.1	4.1	4.1	4.1	4.1			
All Red			3.4	3.4		2.0	3.4	3.4	2.0	2.0			
Max I			10	40		20	10	40	10	20			
Max II													
Walk				7		7		7		7			
Flashing Don't Walk				17		25		19		27			
Detector Memory													
Det. Cross Switch.			YES				YES		YES				
Dual Entry						On				On			
Vehicle Recall				Min		Min		Min	Min				
CNA													
Rest in Walk													
Coordination Timings (seconds)													
Pattern	C-S-O	Cycle Length	Splits								Offset	Sequence	Coord Phase
1		140	16	72		52	21	67	19	33	9	3	2 & 6
2		140	16	72		52	21	67	19	33	9	3	2 & 6
3		140	16	72		52	21	67	19	33	9	3	2 & 6
4		120	16	49		55	16	49	19	36	9	3	2 & 6
5		100	14	50		36	17	47	14	22	6	1	2 & 6
6		80	14	36		30	14	36	14	16	10	1	2 & 6

Offset Reference Point
End of Main Street Green

Notes:

- 1) Use 'Max I' during FREE operations and 'Max Inhibit' during coordination
- 2) Use Fixed Force Offs
- 3) Max recall phases 2 & 6 during coordination
- 4) Sequence 1 used during FREE operation
- 5) Program 3 sec of detection delay for minor street left turn movements
- 6) Program 8 sec of detection delay for minor street right turn movements
- 7) Controller: Peek ATC-1000
- 7.a) Permissive Type: Yield
- 7.b) Yield Percent: 5%
- 7.c) Offset Seeking Mode: Short Route
- 7.d) Pedestrian Override = YES for all patterns
- 8) Program 3 sec startup delay for FYA indication on movements 1, 5
- 9) Remove Detector cross switching and phase restrictions for Ø1 & Ø5 during all Patterns

SOP 10 (Sequence 1)	
Ring 1	1 2 4
Ring 2	5 6 7 8
SOP 10 (Sequence 3)	
Ring 1	2 1 4
Ring 2	5 6 7 8

Designed By:	M. Munson
Date:	3/26/2024
Checked By:	P. Kurth
Date:	3/26/2024

Location Details	
Section: 07010000	Mile Post: 9.422
Major Street: SR 80 / Hickpochee Ave	Orientation E-W
Minor Street: SR 29 / Bridge Street	Orientation N-S
Sig ID: 170	System ID: 07010A

Controller Timings (seconds)													
Movement # (Controller Phase Ø)			1	2	3	4	5	6	7	8	Notes		
Direction			EBL	WB	SBL	NB	WBL	EB		SB			
Turn Type			FYA		FYA		FYA						
Min Green			5	12	5	7	5	12		7			
Ext			3	5	3	4	3	5		6			
Yellow			4.1	4.1	4.1	4.1	4.1	4.1		4.1			
All Red			3.1	3.1	2.6	2.6	3.1	3.1		2.6			
Max I			10	40	10	40	10	40		40			
Max II													
Walk				7		7		7		7			
Flashing Don't Walk				23		33		24		32			
Detector Memory													
Det. Cross Switch.			YES		YES		YES						
Dual Entry						On				On			
Vehicle Recall				Min				Min					
CNA													
Rest in Walk													
Coordination Timings (seconds)													
Pattern	C-S-O	Cycle Length	Splits								Offset	Sequence	Coord Phase
1		140	28	50	16	46	13	65		62	0	3	2 & 6
2		140	33	45	16	46	13	65		62	0	3	2 & 6
3		140	33	50	16	41	13	70		57	0	3	2 & 6
4		120	31	37	19	33	13	55		52	5	3	2 & 6
5		100	25	36	16	23	16	45		39	0	3	2 & 6
6		80	17	31	15	17	14	34		32	0	3	2 & 6

Offset Reference Point
End of Main Street Green

Notes:

- 1) Use 'Max I' during FREE operations and 'Max Inhibit' during coordination
- 2) Use Fixed Force Offs
- 3) Max recall phases 2 & 6 during coordination
- 4) Sequence 1 used during FREE operation
- 5) Program 3 sec of detection delay for minor street left turn movements
- 6) Program 8 sec of detection delay for minor street right turn movements
- 7) Controller: Peek ATC-1000
- 7.a) Permissive Type: Yield
- 7.b) Yield Percent: 5%
- 7.c) Offset Seeking Mode: Short Route
- 7.d) Pedestrian Override = YES for all patterns
- 8) Program 3 sec startup delay for FYA indication on movements 1, 5
- 9) Remove Detector cross switching and phase restrictions for Ø1 & Ø5 during all Patterns

		SOP 10 (Sequence 1)			
Ring 1		1	2	3	4
Ring 2		5	6		8
		SOP 10 (Sequence 3)			
Ring 1		2	1	3	4
Ring 2		5	6		8

Designed By:	M. Munson
Date:	3/26/2024
Checked By:	P. Kurth
Date:	3/26/2024

Location Details	
Section: 07010000	Mile Post: 9.500
Major Street: SR 80 / Hickpochee Ave	Orientation E-W
Minor Street: Lee Street	Orientation N-S
Sig ID: 171	System ID: 07010A

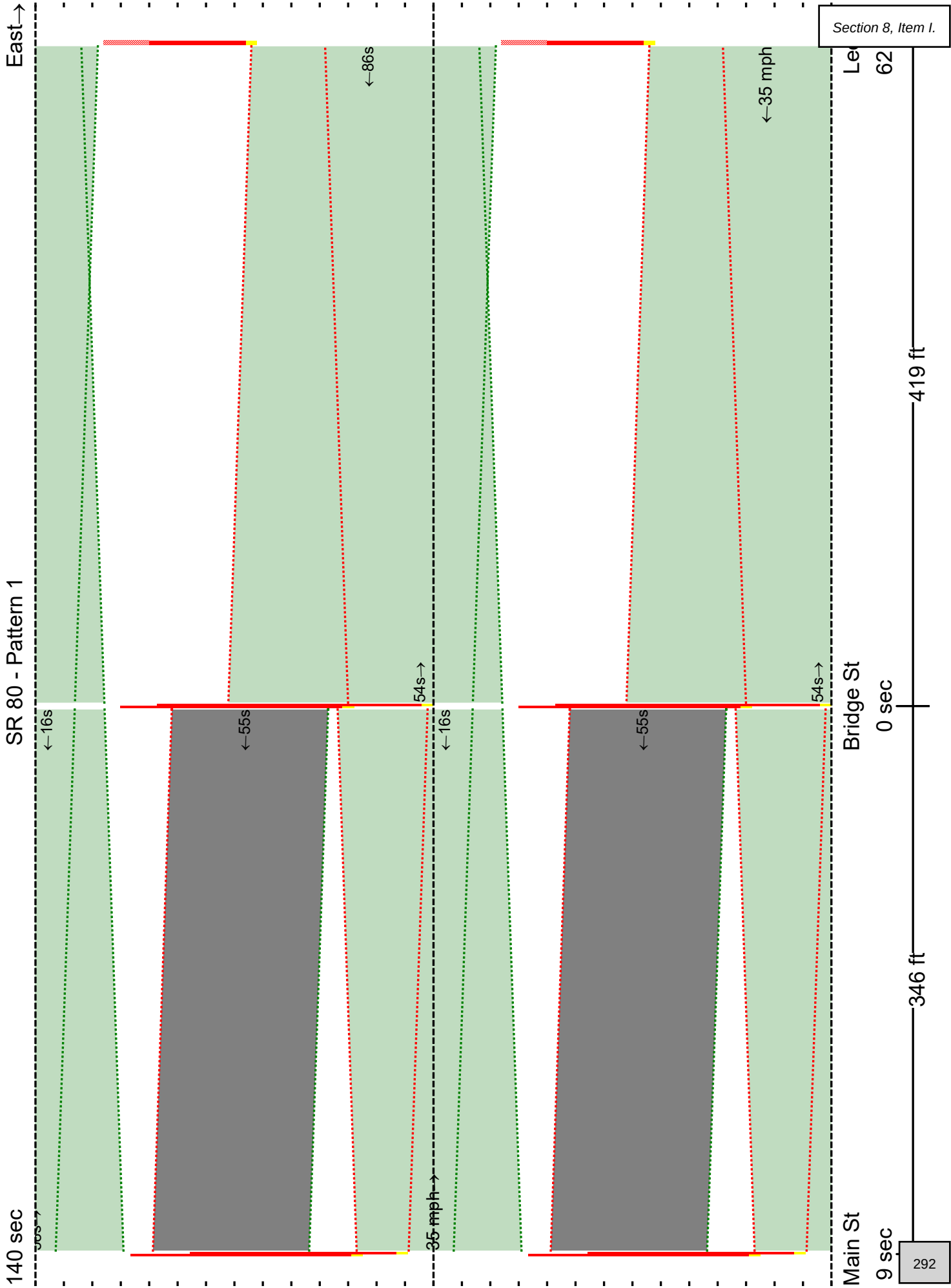
Controller Timings (seconds)													
Movement # (Controller Phase Ø)			1	2	3	4	5	6	7	8	Notes		
Direction			EBL	WB		NB	WBL	EB		SB			
Turn Type			FYA				FYA						
Min Green			5	12		7	5	12		7			
Ext			3	5		3	3	5		3			
Yellow			4.1	4.1		3.7	4.1	4.1		3.7			
All Red			3.2	3.2		2.0	3.2	3.2		2.0			
Max I			10	40		20	10	40		20			
Max II													
Walk				7		7		7		7			
Flashing Don't Walk				14		27		27		31			
Detector Memory													
Det. Cross Switch.			YES				YES						
Dual Entry						On				On			
Vehicle Recall				Min				Min					
CNA													
Rest in Walk													
Coordination Timings (seconds)													
Pattern	C-S-O	Cycle Length	Splits							Offset	Sequence	Coord Phase	
1		140	16	94		30	16	94		30	62	1	2 & 6
2		140	16	94		30	16	94		30	62	1	2 & 6
3		140	16	94		30	16	94		30	62	1	2 & 6
4		120	16	74		30	16	74		30	52	1	2 & 6
5		100	16	59		25	16	59		25	25	1	2 & 6
6		80	16	46		18	16	46		18	24	1	2 & 6

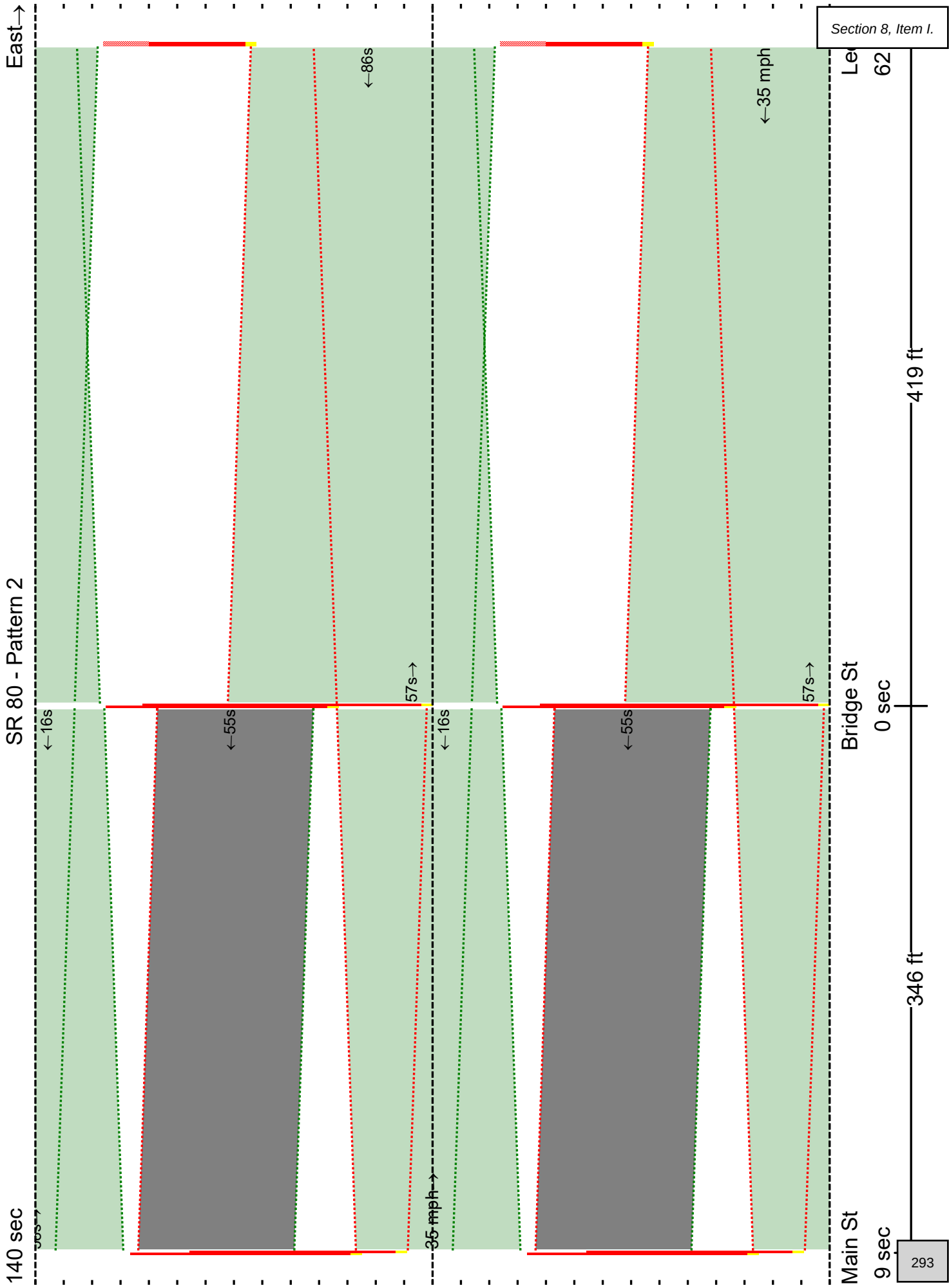
Offset Reference Point
End of Main Street Green

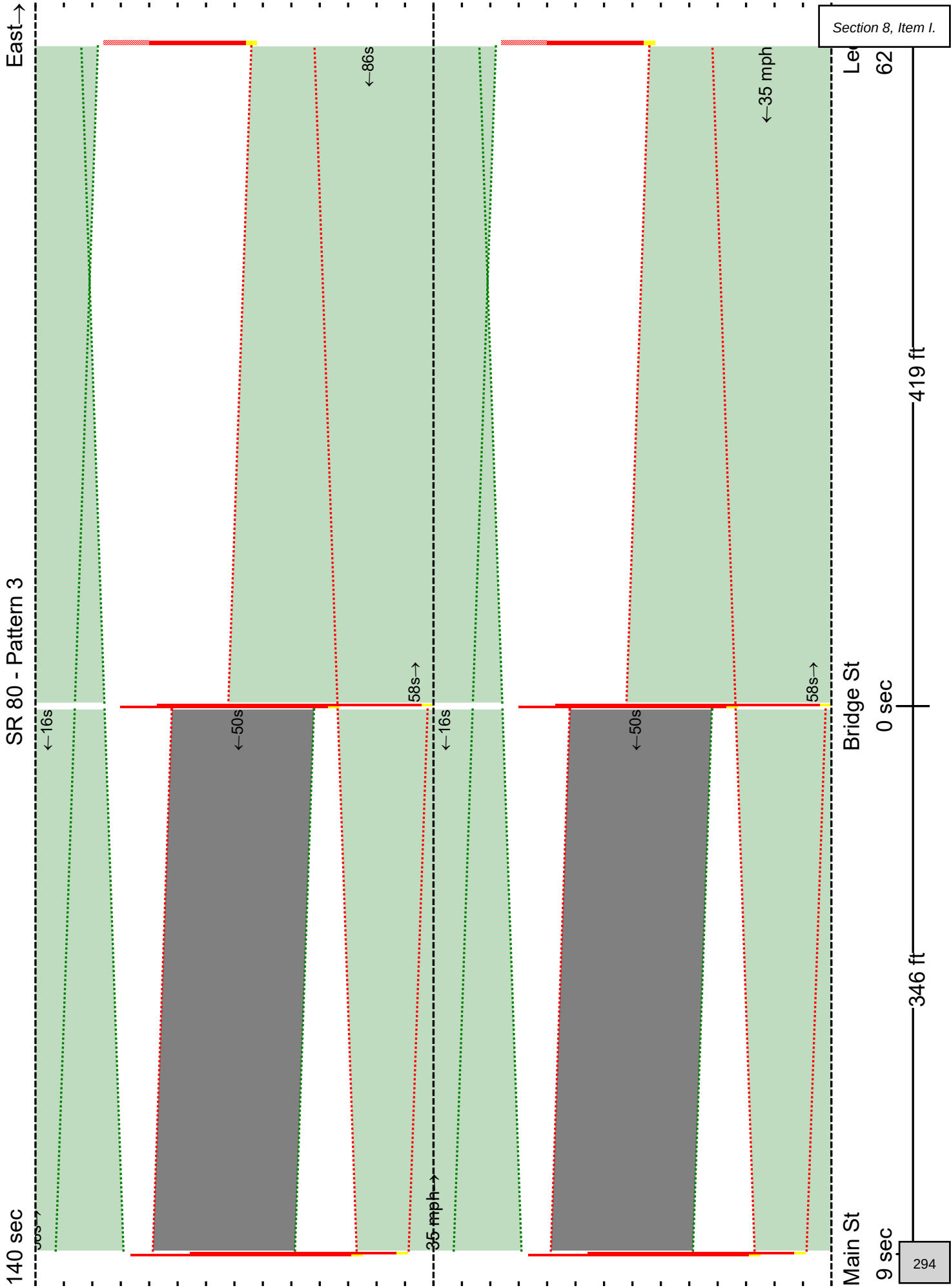
SOP 7 (Sequence 1)			
Ring 1	1	2	4
Ring 2	5	6	8

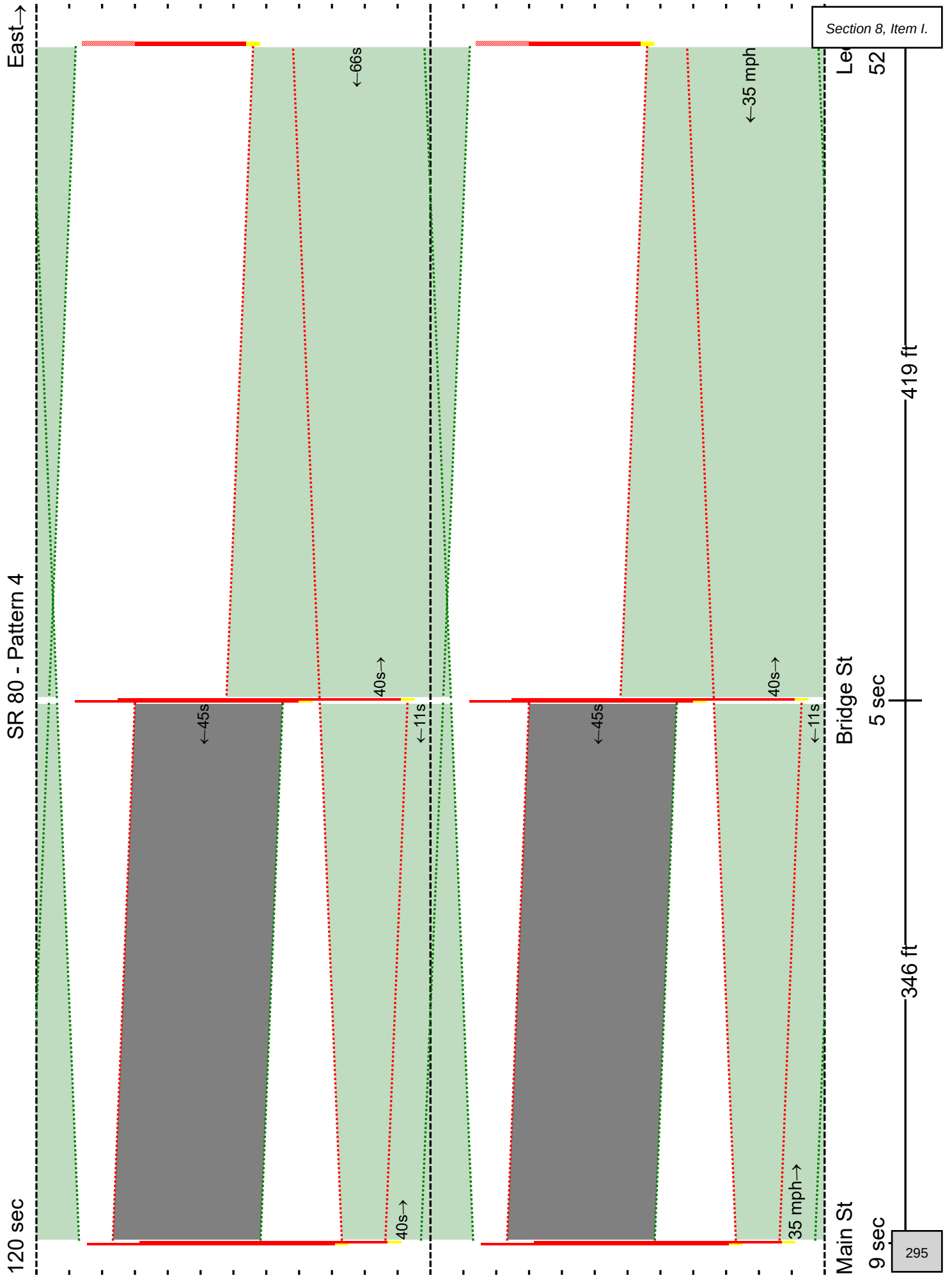
Notes:

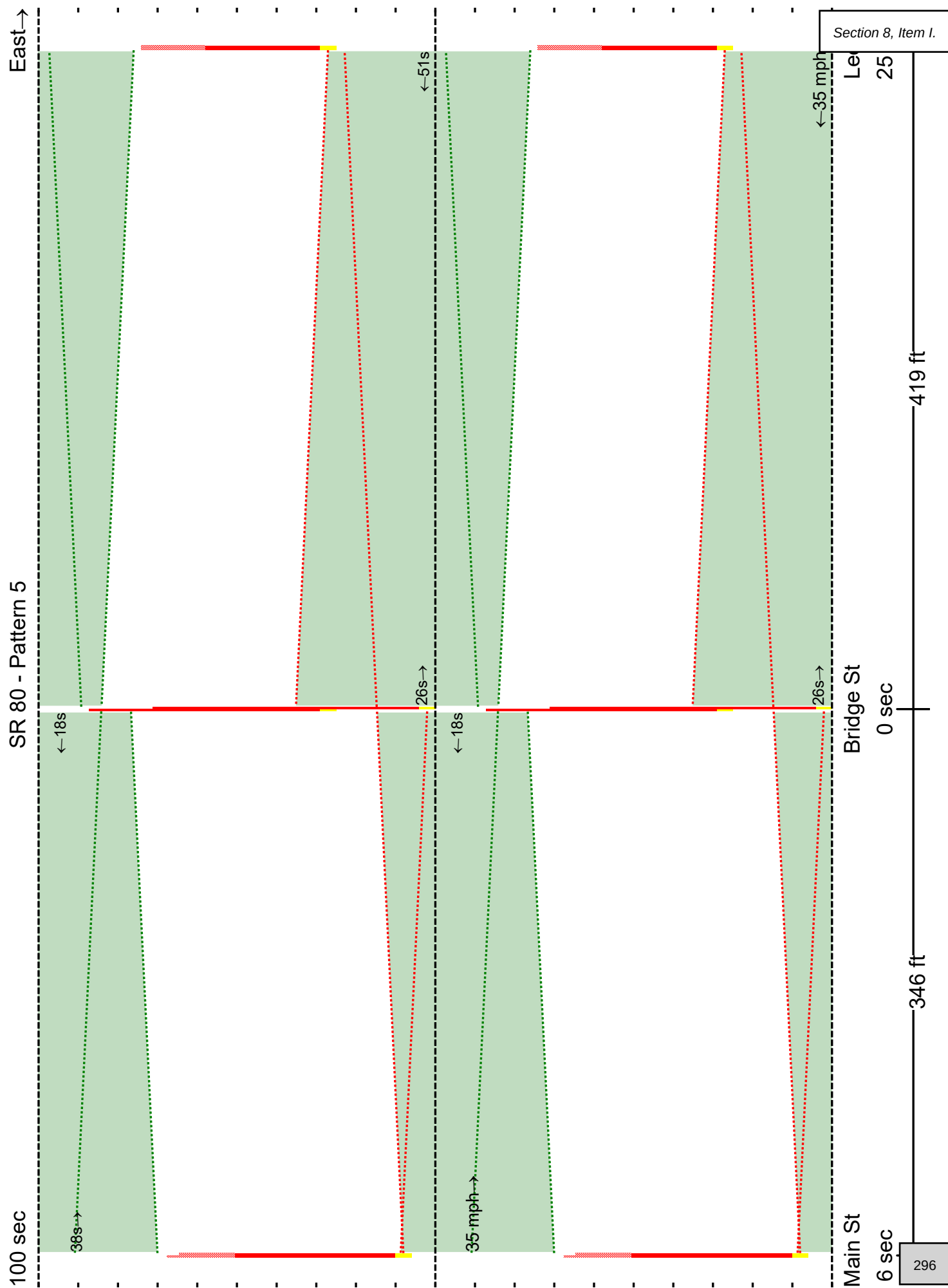
- 1) Use 'Max I' during FREE operations and 'Max Inhibit' during coordination
- 2) Use Fixed Force Offs
- 3) Max recall phases 2 & 6 during coordination
- 4) Sequence 1 used during FREE operation
- 5) Program 3 sec of detection delay for minor street left turn movements
- 6) Program 8 sec of detection delay for minor street right turn movements
- 7) Controller: Peek ATC-1000
- 7.a) Permissive Type: Yield
- 7.b) Yield Percent: 5%
- 7.c) Offset Seeking Mode: Short Route
- 7.d) Pedestrian Override = YES for all patterns
- 8) Program 3 sec startup delay for FYA indication on movements 1, 5

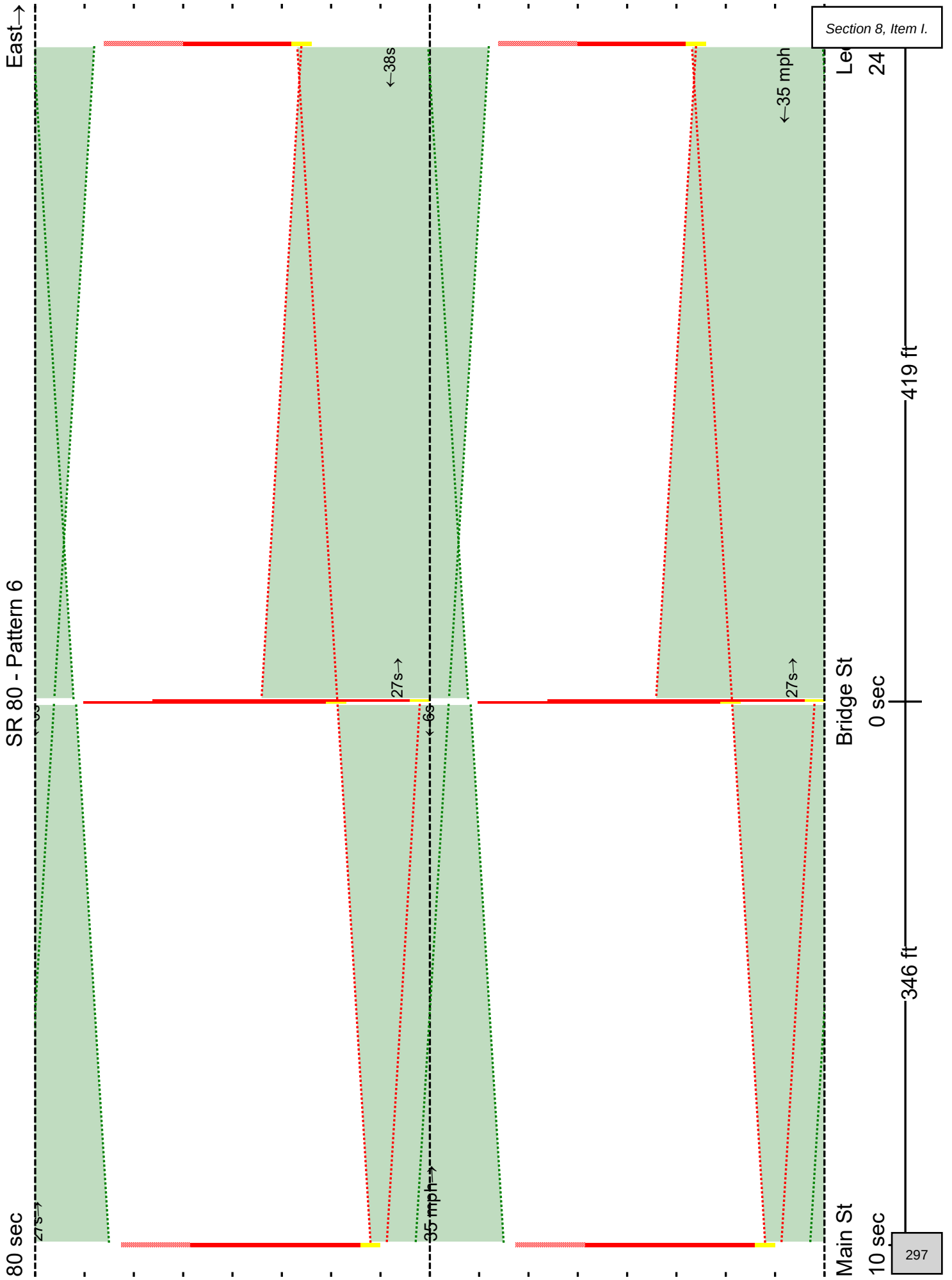














APPENDIX D

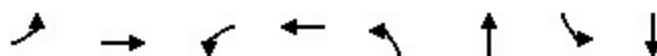
EXISTING CONDITIONS SYNCHRO

Timings

Section 8, Item 1.

3: Main Street/Main Street & Hickpochee Avenue

03/11/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	32	507	110	644	112	105	56	157
Future Volume (vph)	32	507	110	644	112	105	56	157
Turn Type	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm	NA
Protected Phases	1	6	5	2	7	4		8
Permitted Phases	6		2		4		8	
Detector Phase	1	6	5	2	7	4	8	8
Switch Phase								
Minimum Initial (s)	5.0	12.0	5.0	12.0	5.0	7.0	7.0	7.0
Minimum Split (s)	12.5	23.5	12.5	23.5	11.1	22.1	22.1	22.1
Total Split (s)	16.0	67.0	21.0	72.0	19.0	52.0	33.0	33.0
Total Split (%)	11.4%	47.9%	15.0%	51.4%	13.6%	37.1%	23.6%	23.6%
Yellow Time (s)	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1
All-Red Time (s)	3.4	3.4	3.4	3.4	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.5	7.5	7.5	7.5	6.1	6.1	6.1	6.1
Lead/Lag	Lead	Lag	Lead	Lag	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	Max	None	C-Max	None	None	None	None
Act Effect Green (s)	74.8	68.1	82.8	76.3	41.3	41.3	23.2	23.2
Actuated g/C Ratio	0.53	0.49	0.59	0.55	0.30	0.30	0.17	0.17
v/c Ratio	0.09	0.35	0.25	0.38	0.52	0.33	0.30	0.84
Control Delay (s/veh)	13.5	23.7	14.0	20.8	44.3	34.2	54.0	75.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	13.5	23.7	14.0	20.8	44.3	34.2	54.0	75.6
LOS	B	C	B	C	D	C	D	E
Approach Delay (s/veh)		23.1		19.9		38.3		71.6
Approach LOS		C		B		D		E

Intersection Summary

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.84

Intersection Signal Delay (s/veh): 31.3

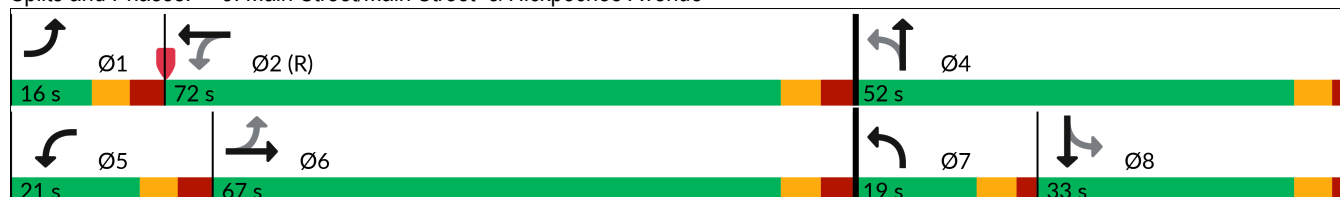
Intersection LOS: C

Intersection Capacity Utilization 66.0%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 3: Main Street/Main Street & Hickpochee Avenue



2024 Existing
Timing Plan: AM Peak

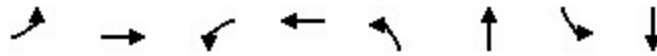
Synchro 12 Light Report
Page 1

Queues

Section 8, Item I.

3: Main Street/Main Street & Hickpochee Avenue

03/11/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	34	593	116	729	118	175	59	258
v/c Ratio	0.09	0.35	0.25	0.38	0.52	0.33	0.30	0.84
Control Delay (s/veh)	13.5	23.7	14.0	20.8	44.3	34.2	54.0	75.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	13.5	23.7	14.0	20.8	44.3	34.2	54.0	75.6
Queue Length 50th (ft)	12	174	44	217	79	106	47	213
Queue Length 95th (ft)	29	238	77	284	129	167	91	311
Internal Link Dist (ft)		990		1144		978		957
Turn Bay Length (ft)								
Base Capacity (vph)	419	1700	504	1911	238	591	231	353
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.08	0.35	0.23	0.38	0.50	0.30	0.26	0.73
Intersection Summary								

HCM 7th Signalized Intersection Summary

3: Main Street/Main Street & Hickpochee Avenue

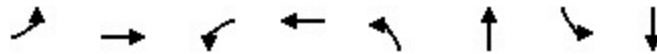
03/11/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	32	507	56	110	644	48	112	105	61	56	157	88
Future Volume (veh/h)	32	507	56	110	644	48	112	105	61	56	157	88
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	34	534	48	116	678	40	118	111	53	59	165	82
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	424	1770	159	502	1890	111	195	321	154	243	185	92
Arrive On Green	0.03	0.54	0.54	0.04	0.55	0.55	0.07	0.27	0.27	0.16	0.16	0.16
Sat Flow, veh/h	1781	3298	296	1781	3410	201	1781	1196	571	1222	1179	586
Grp Volume(v), veh/h	34	287	295	116	353	365	118	0	164	59	0	247
Grp Sat Flow(s),veh/h/ln	1781	1777	1817	1781	1777	1834	1781	0	1768	1222	0	1765
Q Serve(g_s), s	1.2	12.5	12.6	4.1	15.5	15.5	7.6	0.0	10.5	6.0	0.0	19.2
Cycle Q Clear(g_c), s	1.2	12.5	12.6	4.1	15.5	15.5	7.6	0.0	10.5	6.0	0.0	19.2
Prop In Lane	1.00		0.16	1.00		0.11	1.00		0.32	1.00		0.33
Lane Grp Cap(c), veh/h	424	953	975	502	985	1017	195	0	475	243	0	277
V/C Ratio(X)	0.08	0.30	0.30	0.23	0.36	0.36	0.60	0.00	0.35	0.24	0.00	0.89
Avail Cap(c_a), veh/h	485	953	975	595	985	1017	238	0	580	286	0	339
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	14.3	17.9	18.0	13.8	17.3	17.4	45.2	0.0	41.3	52.3	0.0	57.8
Incr Delay (d2), s/veh	0.1	0.8	0.8	0.2	1.0	1.0	3.0	0.0	0.4	0.5	0.0	21.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.9	9.2	9.4	3.0	10.9	11.2	6.4	0.0	8.2	3.4	0.0	15.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	14.4	18.7	18.8	14.1	18.4	18.3	48.1	0.0	41.7	52.8	0.0	79.1
LnGrp LOS	B	B	B	B	B	B	D		D	D		E
Approach Vol, veh/h	616			834			282			306		
Approach Delay, s/veh	18.5			17.8			44.4			74.0		
Approach LOS	B			B			D			E		
Timer - Assigned Phs	1	2		4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.2	85.1		43.7	13.7	82.6	15.6	28.1				
Change Period (Y+Rc), s	7.5	7.5		6.1	7.5	7.5	6.1	6.1				
Max Green Setting (Gmax), s	8.5	64.5		45.9	13.5	59.5	12.9	26.9				
Max Q Clear Time (g_c+I1), s	3.2	17.5		12.5	6.1	14.6	9.6	21.2				
Green Ext Time (p_c), s	0.0	5.2		1.0	0.1	4.0	0.1	0.8				
Intersection Summary												
HCM 7th Control Delay, s/veh				30.1								
HCM 7th LOS				C								

Timings

3: Main Street/Main Street & Hickpochee Avenue

03/11/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	67	862	84	656	142	101	37	188
Future Volume (vph)	67	862	84	656	142	101	37	188
Turn Type	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm	NA
Protected Phases	1	6	5	2	7	4		8
Permitted Phases	6		2		4		8	
Detector Phase	1	6	5	2	7	4	8	8
Switch Phase								
Minimum Initial (s)	5.0	12.0	5.0	12.0	5.0	7.0	7.0	7.0
Minimum Split (s)	12.5	23.5	12.5	23.5	11.1	22.1	22.1	22.1
Total Split (s)	16.0	67.0	21.0	72.0	19.0	52.0	33.0	33.0
Total Split (%)	11.4%	47.9%	15.0%	51.4%	13.6%	37.1%	23.6%	23.6%
Yellow Time (s)	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1
All-Red Time (s)	3.4	3.4	3.4	3.4	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.5	7.5	7.5	7.5	6.1	6.1	6.1	6.1
Lead/Lag	Lead	Lag	Lead	Lag	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	Max	None	C-Max	None	None	None	None
Act Effect Green (s)	74.5	66.9	77.9	70.6	43.4	43.4	24.9	24.9
Actuated g/C Ratio	0.53	0.48	0.56	0.50	0.31	0.31	0.18	0.18
v/c Ratio	0.19	0.58	0.31	0.42	0.66	0.47	0.20	0.89
Control Delay (s/veh)	14.4	28.7	16.0	23.8	50.2	32.7	50.8	80.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	14.4	28.7	16.0	23.8	50.2	32.7	50.8	80.9
LOS	B	C	B	C	D	C	D	F
Approach Delay (s/veh)		27.7		23.0		38.9		77.3
Approach LOS		C		C		D		E

Intersection Summary

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.89

Intersection Signal Delay (s/veh): 34.3

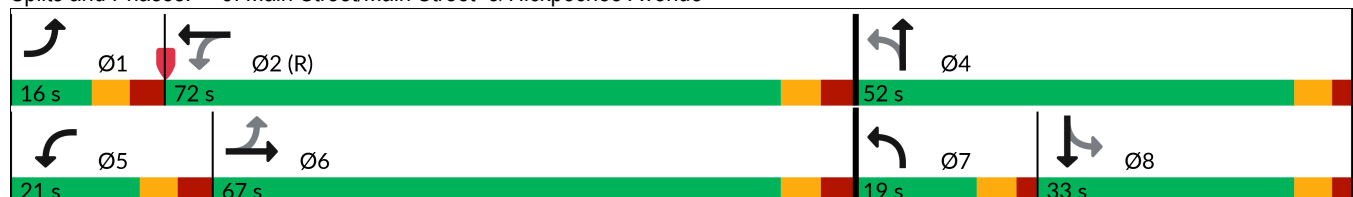
Intersection LOS: C

Intersection Capacity Utilization 76.1%

ICU Level of Service D

Analysis Period (min) 15

Splits and Phases: 3: Main Street/Main Street & Hickpochee Avenue

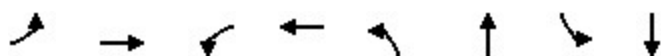


Queues

Section 8, Item 1.

3: Main Street/Main Street & Hickpochee Avenue

03/11/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	71	970	88	735	149	268	39	290
v/c Ratio	0.19	0.58	0.31	0.42	0.66	0.47	0.20	0.89
Control Delay (s/veh)	14.4	28.7	16.0	23.8	50.2	32.7	50.8	80.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	14.4	28.7	16.0	23.8	50.2	32.7	50.8	80.9
Queue Length 50th (ft)	28	338	34	232	100	150	30	244
Queue Length 95th (ft)	51	423	60	289	159	237	66	#391
Internal Link Dist (ft)		990		1144		978		957
Turn Bay Length (ft)								
Base Capacity (vph)	390	1677	345	1770	230	594	212	352
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.18	0.58	0.26	0.42	0.65	0.45	0.18	0.82

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.

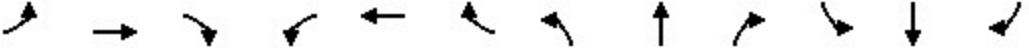
Queue shown is maximum after two cycles.

HCM 7th Signalized Intersection Summary

3: Main Street/Main Street & Hickpochee Avenue

Section 8, Item I.

03/11/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	67	862	60	84	656	42	142	101	154	37	188	87
Future Volume (veh/h)	67	862	60	84	656	42	142	101	154	37	188	87
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No				No				No			
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	71	907	52	88	691	33	149	106	151	39	198	81
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	402	1759	101	316	1791	85	216	207	295	244	217	89
Arrive On Green	0.03	0.52	0.52	0.04	0.52	0.52	0.08	0.30	0.30	0.17	0.17	0.17
Sat Flow, veh/h	1781	3416	196	1781	3453	165	1781	698	994	1123	1261	516
Grp Volume(v), veh/h	71	472	487	88	355	369	149	0	257	39	0	279
Grp Sat Flow(s),veh/h/ln	1781	1777	1835	1781	1777	1841	1781	0	1691	1123	0	1777
Q Serve(g_s), s	2.6	24.5	24.5	3.3	16.9	16.9	9.4	0.0	17.6	4.2	0.0	21.6
Cycle Q Clear(g_c), s	2.6	24.5	24.5	3.3	16.9	16.9	9.4	0.0	17.6	4.3	0.0	21.6
Prop In Lane	1.00		0.11	1.00		0.09	1.00		0.59	1.00		0.29
Lane Grp Cap(c), veh/h	402	915	945	316	922	955	216	0	503	244	0	306
V/C Ratio(X)	0.18	0.52	0.52	0.28	0.39	0.39	0.69	0.00	0.51	0.16	0.00	0.91
Avail Cap(c_a), veh/h	450	915	945	422	922	955	236	0	555	266	0	342
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	15.9	22.4	22.4	17.3	20.3	20.3	43.2	0.0	40.8	49.8	0.0	56.9
Incr Delay (d2), s/veh	0.2	2.1	2.0	0.5	1.2	1.2	7.4	0.0	0.8	0.3	0.0	26.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.0	16.2	16.6	2.5	11.8	12.1	8.1	0.0	12.0	2.2	0.0	17.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	16.1	24.5	24.4	17.8	21.5	21.5	50.6	0.0	41.6	50.1	0.0	82.8
LnGrp LOS	B	C	C	B	C	C	D		D	D		F
Approach Vol, veh/h	1030				812				406			
Approach Delay, s/veh	23.9				21.1				44.9			
Approach LOS	C				C				D			
Timer - Assigned Phs	1	2		4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.2	80.1		47.7	12.7	79.6	17.5	30.2				
Change Period (Y+Rc), s	7.5	7.5		6.1	7.5	7.5	6.1	6.1				
Max Green Setting (Gmax), s	8.5	64.5		45.9	13.5	59.5	12.9	26.9				
Max Q Clear Time (g_c+I1), s	4.6	18.9		19.6	5.3	26.5	11.4	23.6				
Green Ext Time (p_c), s	0.0	5.2		1.6	0.1	7.4	0.1	0.6				
Intersection Summary												
HCM 7th Control Delay, s/veh	33.1											
HCM 7th LOS	C											



APPENDIX E

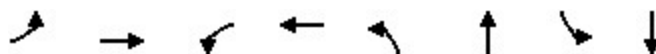
BACKGROUND CONDITIONS SYNCHRO

Timings

Section 8, Item I.

3: Main Street/Main Street & Hickpochee Avenue

03/11/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	40	638	138	810	141	132	70	198
Future Volume (vph)	40	638	138	810	141	132	70	198
Turn Type	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm	NA
Protected Phases	1	6	5	2	7	4		8
Permitted Phases	6		2		4		8	
Detector Phase	1	6	5	2	7	4	8	8
Switch Phase								
Minimum Initial (s)	5.0	12.0	5.0	12.0	5.0	7.0	7.0	7.0
Minimum Split (s)	12.5	23.5	12.5	23.5	11.1	22.1	22.1	22.1
Total Split (s)	16.0	67.0	21.0	72.0	19.0	52.0	33.0	33.0
Total Split (%)	11.4%	47.9%	15.0%	51.4%	13.6%	37.1%	23.6%	23.6%
Yellow Time (s)	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1
All-Red Time (s)	3.4	3.4	3.4	3.4	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.5	7.5	7.5	7.5	6.1	6.1	6.1	6.1
Lead/Lag	Lead	Lag	Lead	Lag	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	Max	None	C-Max	None	None	None	None
Act Effect Green (s)	70.3	63.4	79.0	69.8	44.8	44.8	26.3	26.3
Actuated g/C Ratio	0.50	0.45	0.56	0.50	0.32	0.32	0.19	0.19
v/c Ratio	0.14	0.47	0.38	0.52	0.70	0.38	0.34	0.94
Control Delay (s/veh)	14.7	28.0	16.7	26.1	53.0	34.9	54.1	88.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	14.7	28.0	16.7	26.1	53.0	34.9	54.1	88.4
LOS	B	C	B	C	D	C	D	F
Approach Delay (s/veh)		27.3		24.8		42.2		82.1
Approach LOS		C		C		D		F

Intersection Summary

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.94

Intersection Signal Delay (s/veh): 36.7

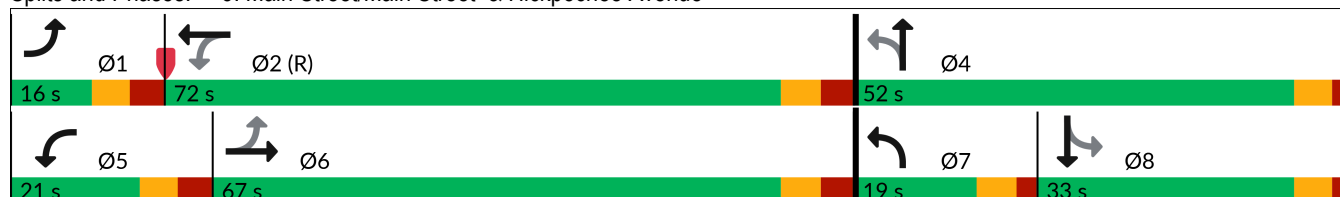
Intersection LOS: D

Intersection Capacity Utilization 76.1%

ICU Level of Service D

Analysis Period (min) 15

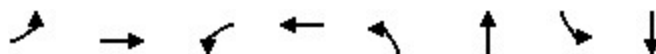
Splits and Phases: 3: Main Street/Main Street & Hickpochee Avenue



Queues

3: Main Street/Main Street & Hickpochee Avenue

03/11/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	42	746	145	916	148	220	74	325
v/c Ratio	0.14	0.47	0.38	0.52	0.70	0.38	0.34	0.94
Control Delay (s/veh)	14.7	28.0	16.7	26.1	53.0	34.9	54.1	88.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	14.7	28.0	16.7	26.1	53.0	34.9	54.1	88.4
Queue Length 50th (ft)	16	245	59	305	99	137	59	279
Queue Length 95th (ft)	34	315	94	378	#162	213	110	#463
Internal Link Dist (ft)		990		1144		978		957
Turn Bay Length (ft)								
Base Capacity (vph)	313	1584	409	1750	217	591	222	353
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.13	0.47	0.35	0.52	0.68	0.37	0.33	0.92

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM 7th Signalized Intersection Summary

3: Main Street/Main Street & Hickpochee Avenue

Section 8, Item I.

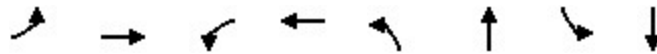
03/11/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	40	638	70	138	810	60	141	132	77	70	198	111
Future Volume (veh/h)	40	638	70	138	810	60	141	132	77	70	198	111
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	42	672	63	145	853	52	148	139	70	74	208	106
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	314	1575	148	401	1726	105	209	367	185	275	222	113
Arrive On Green	0.03	0.48	0.48	0.06	0.51	0.51	0.08	0.31	0.31	0.19	0.19	0.19
Sat Flow, veh/h	1781	3284	308	1781	3402	207	1781	1173	591	1173	1168	595
Grp Volume(v), veh/h	42	363	372	145	445	460	148	0	209	74	0	314
Grp Sat Flow(s),veh/h/ln	1781	1777	1815	1781	1777	1833	1781	0	1764	1173	0	1763
Q Serve(g_s), s	1.7	18.7	18.8	5.8	23.1	23.1	9.1	0.0	12.9	7.6	0.0	24.6
Cycle Q Clear(g_c), s	1.7	18.7	18.8	5.8	23.1	23.1	9.1	0.0	12.9	7.6	0.0	24.6
Prop In Lane	1.00		0.17	1.00		0.11	1.00		0.33	1.00		0.34
Lane Grp Cap(c), veh/h	314	852	871	401	901	930	209	0	553	275	0	336
V/C Ratio(X)	0.13	0.43	0.43	0.36	0.49	0.49	0.71	0.00	0.38	0.27	0.00	0.94
Avail Cap(c_a), veh/h	371	852	871	473	901	930	231	0	578	277	0	339
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.7	23.8	23.8	18.0	22.7	22.7	42.0	0.0	37.5	49.0	0.0	55.8
Incr Delay (d2), s/veh	0.2	1.6	1.5	0.5	1.9	1.9	8.6	0.0	0.4	0.5	0.0	32.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	1.3	13.0	13.3	4.4	15.4	15.8	8.0	0.0	9.6	4.1	0.0	20.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	18.9	25.4	25.4	18.5	24.6	24.6	50.6	0.0	37.9	49.5	0.0	88.4
LnGrp LOS	B	C	C	B	C	C	D		D	D		F
Approach Vol, veh/h	777			1050			357			388		
Approach Delay, s/veh	25.0			23.7			43.1			81.0		
Approach LOS	C			C			D			F		
Timer - Assigned Phs	1	2		4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.5	78.5		50.0	15.4	74.7	17.2	32.7				
Change Period (Y+Rc), s	7.5	7.5		6.1	7.5	7.5	6.1	6.1				
Max Green Setting (Gmax), s	8.5	64.5		45.9	13.5	59.5	12.9	26.9				
Max Q Clear Time (g_c+I1), s	3.7	25.1		14.9	7.8	20.8	11.1	26.6				
Green Ext Time (p_c), s	0.0	7.0		1.3	0.2	5.3	0.1	0.1				
Intersection Summary												
HCM 7th Control Delay, s/veh				35.5								
HCM 7th LOS				D								

Timings

3: Main Street/Main Street & Hickpochee Avenue

03/11/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	84	1085	106	825	179	127	47	237
Future Volume (vph)	84	1085	106	825	179	127	47	237
Turn Type	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm	NA
Protected Phases	1	6	5	2	7	4		8
Permitted Phases	6		2		4		8	
Detector Phase	1	6	5	2	7	4	8	8
Switch Phase								
Minimum Initial (s)	5.0	12.0	5.0	12.0	5.0	7.0	7.0	7.0
Minimum Split (s)	12.5	23.5	12.5	23.5	11.1	22.1	22.1	22.1
Total Split (s)	16.0	67.0	21.0	72.0	19.0	52.0	33.0	33.0
Total Split (%)	11.4%	47.9%	15.0%	51.4%	13.6%	37.1%	23.6%	23.6%
Yellow Time (s)	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1
All-Red Time (s)	3.4	3.4	3.4	3.4	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.5	7.5	7.5	7.5	6.1	6.1	6.1	6.1
Lead/Lag	Lead	Lag	Lead	Lag	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	Max	None	C-Max	None	None	None	None
Act Effect Green (s)	71.0	63.1	75.0	65.1	45.9	45.9	26.9	26.9
Actuated g/C Ratio	0.51	0.45	0.54	0.47	0.33	0.33	0.19	0.19
v/c Ratio	0.31	0.77	0.54	0.57	0.87	0.57	0.25	1.03
Control Delay (s/veh)	16.8	36.7	24.0	28.8	72.2	36.2	51.9	108.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	16.8	36.7	24.0	28.8	72.2	36.2	51.9	108.3
LOS	B	D	C	C	E	D	D	F
Approach Delay (s/veh)		35.4		28.3		49.1		101.6
Approach LOS		D		C		D		F

Intersection Summary

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.03

Intersection Signal Delay (s/veh): 43.7

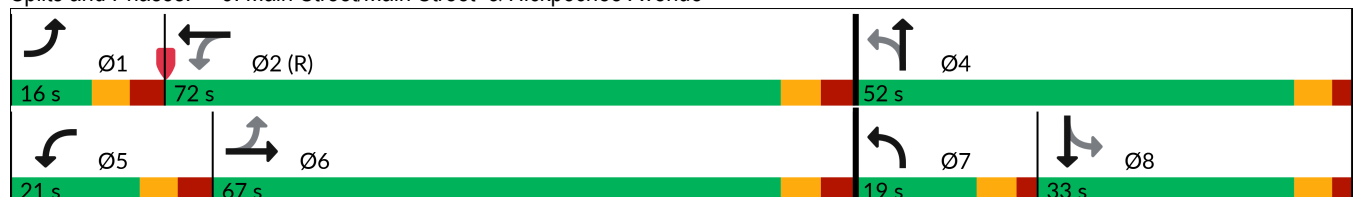
Intersection LOS: D

Intersection Capacity Utilization 89.9%

ICU Level of Service E

Analysis Period (min) 15

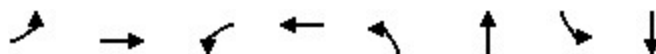
Splits and Phases: 3: Main Street/Main Street & Hickpochee Avenue



Queues

3: Main Street/Main Street & Hickpochee Avenue

03/11/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	88	1221	112	924	188	338	49	364
v/c Ratio	0.31	0.77	0.54	0.57	0.87	0.57	0.25	1.03
Control Delay (s/veh)	16.8	36.7	24.0	28.8	72.2	36.2	51.9	108.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	16.8	36.7	24.0	28.8	72.2	36.2	51.9	108.3
Queue Length 50th (ft)	34	480	44	316	129	211	38	~343
Queue Length 95th (ft)	60	603	76	383	#260	315	79	#548
Internal Link Dist (ft)		990		1144		978		957
Turn Bay Length (ft)								
Base Capacity (vph)	292	1583	255	1633	216	594	199	353
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.30	0.77	0.44	0.57	0.87	0.57	0.25	1.03

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

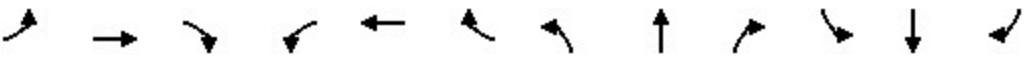
Queue shown is maximum after two cycles.

HCM 7th Signalized Intersection Summary

3: Main Street/Main Street & Hickpochee Avenue

Section 8, Item 1.

03/11/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	84	1085	75	106	825	53	179	127	194	47	237	109
Future Volume (veh/h)	84	1085	75	106	825	53	179	127	194	47	237	109
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	88	1142	68	112	868	45	188	134	193	49	249	104
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	309	1618	96	232	1659	86	216	227	327	227	241	101
Arrive On Green	0.04	0.47	0.47	0.05	0.48	0.48	0.09	0.33	0.33	0.19	0.19	0.19
Sat Flow, veh/h	1781	3408	203	1781	3437	178	1781	693	998	1053	1253	523
Grp Volume(v), veh/h	88	595	615	112	449	464	188	0	327	49	0	353
Grp Sat Flow(s),veh/h/ln	1781	1777	1834	1781	1777	1838	1781	0	1691	1053	0	1776
Q Serve(g_s), s	3.5	37.0	37.1	4.5	24.5	24.5	11.6	0.0	22.6	5.7	0.0	26.9
Cycle Q Clear(g_c), s	3.5	37.0	37.1	4.5	24.5	24.5	11.6	0.0	22.6	9.3	0.0	26.9
Prop In Lane	1.00		0.11	1.00		0.10	1.00		0.59	1.00		0.29
Lane Grp Cap(c), veh/h	309	843	871	232	858	888	216	0	554	227	0	341
V/C Ratio(X)	0.29	0.71	0.71	0.48	0.52	0.52	0.87	0.00	0.59	0.22	0.00	1.03
Avail Cap(c_a), veh/h	348	843	871	320	858	888	216	0	554	227	0	341
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	19.7	29.0	29.1	23.6	25.0	25.0	41.5	0.0	39.2	51.0	0.0	56.6
Incr Delay (d2), s/veh	0.5	4.9	4.8	1.6	2.3	2.2	29.9	0.0	1.7	0.5	0.0	57.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.7	23.6	24.2	3.6	16.3	16.7	11.2	0.0	14.8	2.8	0.0	24.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	20.2	34.0	33.9	25.2	27.3	27.2	71.4	0.0	40.9	51.5	0.0	114.4
LnGrp LOS	C	C	C	C	C	C	E		D	D		F
Approach Vol, veh/h	1298			1025			515			402		
Approach Delay, s/veh	33.0			27.1			52.0			106.7		
Approach LOS	C			C			D			F		
Timer - Assigned Phs	1	2		4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.9	75.1		52.0	14.0	74.0	19.0	33.0				
Change Period (Y+Rc), s	7.5	7.5		6.1	7.5	7.5	6.1	6.1				
Max Green Setting (Gmax), s	8.5	64.5		45.9	13.5	59.5	12.9	26.9				
Max Q Clear Time (g_c+I1), s	5.5	26.5		24.6	6.5	39.1	13.6	28.9				
Green Ext Time (p_c), s	0.0	7.1		2.1	0.1	8.6	0.0	0.0				
Intersection Summary												
HCM 7th Control Delay, s/veh	43.3											
HCM 7th LOS	D											



APPENDIX F

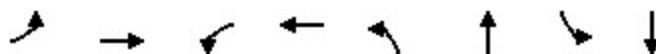
TOTAL TRAFFIC CONDITIONS SYNCHRO

Timings

Section 8, Item I.

3: Main Street/Main Street & Hickpochee Avenue

10/28/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	76	638	138	824	155	153	105	233
Future Volume (vph)	76	638	138	824	155	153	105	233
Turn Type	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm	NA
Protected Phases	1	6	5	2	7	4		8
Permitted Phases	6		2		4		8	
Detector Phase	1	6	5	2	7	4	8	8
Switch Phase								
Minimum Initial (s)	5.0	12.0	5.0	12.0	5.0	7.0	7.0	7.0
Minimum Split (s)	12.5	23.5	12.5	23.5	11.1	22.1	22.1	22.1
Total Split (s)	16.0	67.0	21.0	72.0	19.0	52.0	33.0	33.0
Total Split (%)	11.4%	47.9%	15.0%	51.4%	13.6%	37.1%	23.6%	23.6%
Yellow Time (s)	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1
All-Red Time (s)	3.4	3.4	3.4	3.4	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.5	7.5	7.5	7.5	6.1	6.1	6.1	6.1
Lead/Lag	Lead	Lag	Lead	Lag	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	Max	None	C-Max	None	None	None	None
Act Effect Green (s)	70.0	62.3	76.0	65.2	45.9	45.9	27.1	27.1
Actuated g/C Ratio	0.50	0.45	0.54	0.47	0.33	0.33	0.19	0.19
v/c Ratio	0.29	0.48	0.39	0.58	0.77	0.41	0.51	1.03
Control Delay (s/veh)	16.7	28.6	17.1	29.0	58.5	36.0	59.9	106.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	16.7	28.6	17.1	29.0	58.5	36.0	59.9	106.9
LOS	B	C	B	C	E	D	E	F
Approach Delay (s/veh)		27.5		27.4		45.1		95.9
Approach LOS		C		C		D		F

Intersection Summary

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.03

Intersection Signal Delay (s/veh): 41.6

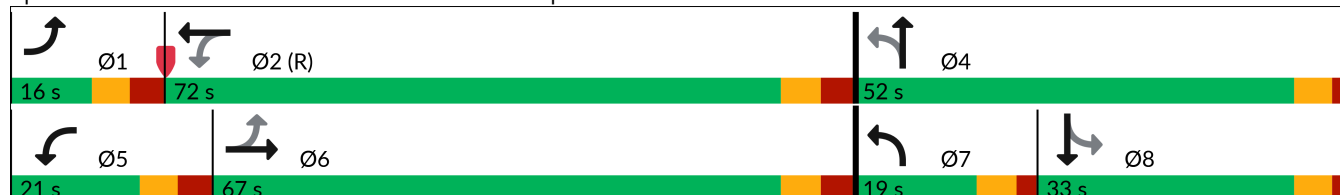
Intersection LOS: D

Intersection Capacity Utilization 79.9%

ICU Level of Service D

Analysis Period (min) 15

Splits and Phases: 3: Main Street/Main Street & Hickpochee Avenue



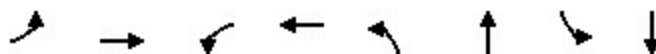
2029 Total Project
Timing Plan: AM Peak

Synchro 12 Light Report
Page 1

Queues

3: Main Street/Main Street & Hickpochee Avenue

10/28/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	80	746	145	952	163	242	111	363
v/c Ratio	0.29	0.48	0.39	0.58	0.77	0.41	0.51	1.03
Control Delay (s/veh)	16.7	28.6	17.1	29.0	58.5	36.0	59.9	106.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	16.7	28.6	17.1	29.0	58.5	36.0	59.9	106.9
Queue Length 50th (ft)	31	245	59	327	110	157	92	~342
Queue Length 95th (ft)	57	315	94	397	#203	238	158	#547
Internal Link Dist (ft)		990		1144		978		957
Turn Bay Length (ft)								
Base Capacity (vph)	283	1555	406	1632	215	593	218	354
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.28	0.48	0.36	0.58	0.76	0.41	0.51	1.03

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM 7th Signalized Intersection Summary

3: Main Street/Main Street & Hickpochee Avenue

Section 8, Item I.

10/28/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	76	638	70	138	824	81	155	153	77	105	233	112
Future Volume (veh/h)	76	638	70	138	824	81	155	153	77	105	233	112
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	80	672	63	145	867	74	163	161	70	111	245	107
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	301	1546	145	395	1630	139	204	397	173	272	237	104
Arrive On Green	0.04	0.47	0.47	0.06	0.49	0.49	0.09	0.32	0.32	0.19	0.19	0.19
Sat Flow, veh/h	1781	3284	308	1781	3313	283	1781	1236	537	1149	1234	539
Grp Volume(v), veh/h	80	363	372	145	465	476	163	0	231	111	0	352
Grp Sat Flow(s),veh/h/ln	1781	1777	1815	1781	1777	1819	1781	0	1774	1149	0	1773
Q Serve(g_s), s	3.2	19.0	19.1	5.9	25.2	25.2	10.0	0.0	14.2	12.1	0.0	26.9
Cycle Q Clear(g_c), s	3.2	19.0	19.1	5.9	25.2	25.2	10.0	0.0	14.2	12.1	0.0	26.9
Prop In Lane	1.00		0.17	1.00		0.16	1.00		0.30	1.00		0.30
Lane Grp Cap(c), veh/h	301	836	854	395	874	895	204	0	570	272	0	341
V/C Ratio(X)	0.27	0.43	0.44	0.37	0.53	0.53	0.80	0.00	0.41	0.41	0.00	1.03
Avail Cap(c_a), veh/h	345	836	854	465	874	895	216	0	581	272	0	341
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	19.9	24.6	24.7	18.6	24.5	24.5	41.6	0.0	37.1	50.6	0.0	56.6
Incr Delay (d2), s/veh	0.5	1.6	1.6	0.6	2.3	2.3	18.0	0.0	0.5	1.0	0.0	57.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.5	13.2	13.5	4.5	16.7	17.0	9.3	0.0	10.4	6.4	0.0	24.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	20.3	26.3	26.3	19.2	26.8	26.8	59.6	0.0	37.5	51.5	0.0	114.1
LnGrp LOS	C	C	C	B	C	C	E		D	D		F
Approach Vol, veh/h	815			1086			394			463		
Approach Delay, s/veh	25.7			25.8			46.7			99.1		
Approach LOS	C			C			D			F		
Timer - Assigned Phs	1	2		4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.6	76.3		51.1	15.5	73.4	18.1	33.0				
Change Period (Y+Rc), s	7.5	7.5		6.1	7.5	7.5	6.1	6.1				
Max Green Setting (Gmax), s	8.5	64.5		45.9	13.5	59.5	12.9	26.9				
Max Q Clear Time (g_c+I1), s	5.2	27.2		16.2	7.9	21.1	12.0	28.9				
Green Ext Time (p_c), s	0.0	7.4		1.4	0.2	5.3	0.0	0.0				
Intersection Summary												
HCM 7th Control Delay, s/veh				41.0								
HCM 7th LOS				D								

Timings

3: Main Street/Main Street & Hickpochee Avenue

10/28/2025

								
Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	118	1085	106	839	193	147	80	270
Future Volume (vph)	118	1085	106	839	193	147	80	270
Turn Type	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm	NA
Protected Phases	1	6	5	2	7	4		8
Permitted Phases	6		2		4		8	
Detector Phase	1	6	5	2	7	4	8	8
Switch Phase								
Minimum Initial (s)	5.0	12.0	5.0	12.0	5.0	7.0	7.0	7.0
Minimum Split (s)	12.5	23.5	12.5	23.5	11.1	22.1	22.1	22.1
Total Split (s)	16.0	67.0	21.0	72.0	19.0	52.0	33.0	33.0
Total Split (%)	11.4%	47.9%	15.0%	51.4%	13.6%	37.1%	23.6%	23.6%
Yellow Time (s)	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1
All-Red Time (s)	3.4	3.4	3.4	3.4	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.5	7.5	7.5	7.5	6.1	6.1	6.1	6.1
Lead/Lag	Lead	Lag	Lead	Lag	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	Max	None	C-Max	None	None	None	None
Act Effect Green (s)	71.4	63.1	74.6	64.7	45.9	45.9	26.9	26.9
Actuated g/C Ratio	0.51	0.45	0.53	0.46	0.33	0.33	0.19	0.19
v/c Ratio	0.45	0.77	0.54	0.59	0.94	0.61	0.43	1.14
Control Delay (s/veh)	19.8	36.7	23.9	29.5	85.4	38.7	57.7	138.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	19.8	36.7	23.9	29.5	85.4	38.7	57.7	138.6
LOS	B	D	C	C	F	D	E	F
Approach Delay (s/veh)		35.1		28.9		55.6		124.5
Approach LOS		D		C		E		F

Intersection Summary

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.14

Intersection Signal Delay (s/veh): 49.0

Intersection LOS: D

Intersection Capacity Utilization 92.5%

ICU Level of Service F

Analysis Period (min) 15

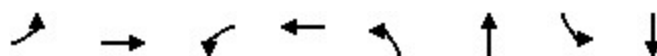
Splits and Phases: 3: Main Street/Main Street & Hickpochee Avenue



Queues

3: Main Street/Main Street & Hickpochee Avenue

10/28/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	124	1221	112	960	203	359	84	400
v/c Ratio	0.45	0.77	0.54	0.59	0.94	0.61	0.43	1.14
Control Delay (s/veh)	19.8	36.7	23.9	29.5	85.4	38.7	57.7	138.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	19.8	36.7	23.9	29.5	85.4	38.7	57.7	138.6
Queue Length 50th (ft)	50	480	44	333	140	237	68	~414
Queue Length 95th (ft)	81	603	76	402	#294	347	125	#625
Internal Link Dist (ft)		990		1144		978		957
Turn Bay Length (ft)								
Base Capacity (vph)	276	1583	255	1621	216	592	195	352
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.45	0.77	0.44	0.59	0.94	0.61	0.43	1.14

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM 7th Signalized Intersection Summary

3: Main Street/Main Street & Hickpochee Avenue

Section 8, Item I.

10/28/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	118	1085	75	106	839	73	193	147	194	80	270	110
Future Volume (veh/h)	118	1085	75	106	839	73	193	147	194	80	270	110
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	124	1142	68	112	883	66	203	155	193	84	284	105
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	307	1617	96	232	1580	118	216	248	309	211	250	93
Arrive On Green	0.05	0.47	0.47	0.05	0.47	0.47	0.09	0.33	0.33	0.19	0.19	0.19
Sat Flow, veh/h	1781	3408	203	1781	3352	251	1781	757	943	1033	1302	481
Grp Volume(v), veh/h	124	595	615	112	468	481	203	0	348	84	0	389
Grp Sat Flow(s),veh/h/ln	1781	1777	1834	1781	1777	1825	1781	0	1701	1033	0	1784
Q Serve(g_s), s	5.0	37.0	37.1	4.5	26.5	26.5	12.6	0.0	24.2	10.5	0.0	26.9
Cycle Q Clear(g_c), s	5.0	37.0	37.1	4.5	26.5	26.5	12.6	0.0	24.2	15.7	0.0	26.9
Prop In Lane	1.00		0.11	1.00		0.14	1.00		0.55	1.00		0.27
Lane Grp Cap(c), veh/h	307	843	870	232	838	861	216	0	558	211	0	343
V/C Ratio(X)	0.40	0.71	0.71	0.48	0.56	0.56	0.94	0.00	0.62	0.40	0.00	1.14
Avail Cap(c_a), veh/h	326	843	870	320	838	861	216	0	558	211	0	343
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	20.4	29.1	29.1	23.7	26.5	26.5	41.9	0.0	39.8	54.4	0.0	56.6
Incr Delay (d2), s/veh	0.9	4.9	4.8	1.6	2.7	2.6	45.1	0.0	2.2	1.2	0.0	90.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	3.9	23.6	24.2	3.6	17.5	17.9	13.0	0.0	15.8	5.1	0.0	30.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	21.3	34.0	33.9	25.2	29.2	29.2	86.9	0.0	41.9	55.6	0.0	147.0
LnGrp LOS	C	C	C	C	C	C	F		D	E		F
Approach Vol, veh/h	1334			1061			551			473		
Approach Delay, s/veh	32.8			28.8			58.5			130.8		
Approach LOS	C			C			E			F		
Timer - Assigned Phs	1	2		4	5	6	7	8				
Phs Duration (G+Y+Rc), s	14.5	73.5		52.0	14.1	73.9	19.0	33.0				
Change Period (Y+Rc), s	7.5	7.5		6.1	7.5	7.5	6.1	6.1				
Max Green Setting (Gmax), s	8.5	64.5		45.9	13.5	59.5	12.9	26.9				
Max Q Clear Time (g_c+I1), s	7.0	28.5		26.2	6.5	39.1	14.6	28.9				
Green Ext Time (p_c), s	0.0	7.4		2.1	0.1	8.6	0.0	0.0				
Intersection Summary												
HCM 7th Control Delay, s/veh	49.2											
HCM 7th LOS	D											



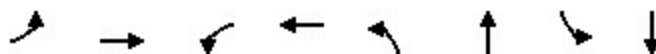
APPENDIX G

OPTIMIZED CONDITIONS SYNCHRO

Timings

3: Main Street/Main Street & Hickpochee Avenue

10/28/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	76	638	138	824	155	153	105	233
Future Volume (vph)	76	638	138	824	155	153	105	233
Turn Type	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm	NA
Protected Phases	1	6	5	2	7	4		8
Permitted Phases	6		2		4		8	
Detector Phase	1	6	5	2	7	4	8	8
Switch Phase								
Minimum Initial (s)	5.0	12.0	5.0	12.0	5.0	7.0	7.0	7.0
Minimum Split (s)	12.5	23.5	12.5	23.5	11.1	22.1	22.1	22.1
Total Split (s)	16.0	52.0	23.0	59.0	20.0	65.0	45.0	45.0
Total Split (%)	11.4%	37.1%	16.4%	42.1%	14.3%	46.4%	32.1%	32.1%
Yellow Time (s)	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1
All-Red Time (s)	3.4	3.4	3.4	3.4	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.5	7.5	7.5	7.5	6.1	6.1	6.1	6.1
Lead/Lag	Lead	Lag	Lead	Lag	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	Max	None	C-Max	None	None	None	None
Act Effect Green (s)	63.6	55.5	70.4	58.9	51.9	51.9	32.4	32.4
Actuated g/C Ratio	0.45	0.40	0.50	0.42	0.37	0.37	0.23	0.23
v/c Ratio	0.33	0.54	0.43	0.65	0.65	0.36	0.43	0.86
Control Delay (s/veh)	22.3	35.6	22.3	35.9	41.7	29.5	49.7	68.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	22.3	35.6	22.3	35.9	41.7	29.5	49.7	68.5
LOS	C	D	C	D	D	C	D	E
Approach Delay (s/veh)		34.3		34.1		34.4		64.1
Approach LOS		C		C		C		E

Intersection Summary

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.86

Intersection Signal Delay (s/veh): 39.3

Intersection LOS: D

Intersection Capacity Utilization 79.9%

ICU Level of Service D

Analysis Period (min) 15

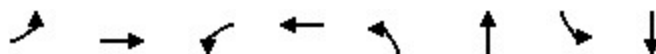
Splits and Phases: 3: Main Street/Main Street & Hickpochee Avenue



Queues

3: Main Street/Main Street & Hickpochee Avenue

10/28/2025

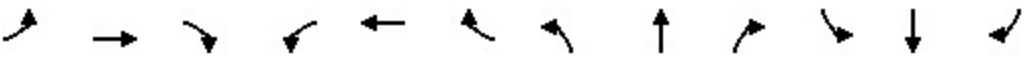


Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	80	746	145	952	163	242	111	363
v/c Ratio	0.33	0.54	0.43	0.65	0.65	0.36	0.43	0.86
Control Delay (s/veh)	22.3	35.6	22.3	35.9	41.7	29.5	49.7	68.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	22.3	35.6	22.3	35.9	41.7	29.5	49.7	68.5
Queue Length 50th (ft)	36	274	67	366	100	141	86	303
Queue Length 95th (ft)	70	378	117	472	146	200	140	407
Internal Link Dist (ft)		990		1144		978		957
Turn Bay Length (ft)								
Base Capacity (vph)	251	1387	387	1473	256	757	314	504
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.32	0.54	0.37	0.65	0.64	0.32	0.35	0.72
Intersection Summary								

HCM 7th Signalized Intersection Summary 3: Main Street/Main Street & Hickpochee Avenue

Section 8, Item I.

10/28/2025

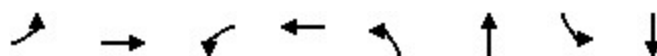
												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	76	638	70	138	824	81	155	153	77	105	233	112
Future Volume (veh/h)	76	638	70	138	824	81	155	153	77	105	233	112
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	80	672	63	145	867	74	163	161	70	111	245	107
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	281	1451	136	373	1538	131	229	430	187	305	272	119
Arrive On Green	0.04	0.44	0.44	0.06	0.46	0.46	0.08	0.35	0.35	0.22	0.22	0.22
Sat Flow, veh/h	1781	3284	308	1781	3313	283	1781	1236	537	1149	1234	539
Grp Volume(v), veh/h	80	363	372	145	465	476	163	0	231	111	0	352
Grp Sat Flow(s),veh/h/ln	1781	1777	1815	1781	1777	1819	1781	0	1774	1149	0	1773
Q Serve(g_s), s	3.4	20.1	20.1	6.2	26.6	26.6	9.6	0.0	13.7	11.7	0.0	27.0
Cycle Q Clear(g_c), s	3.4	20.1	20.1	6.2	26.6	26.6	9.6	0.0	13.7	11.7	0.0	27.0
Prop In Lane	1.00		0.17	1.00		0.16	1.00		0.30	1.00		0.30
Lane Grp Cap(c), veh/h	281	785	802	373	825	845	229	0	617	305	0	391
V/C Ratio(X)	0.28	0.46	0.46	0.39	0.56	0.56	0.71	0.00	0.37	0.36	0.00	0.90
Avail Cap(c_a), veh/h	323	785	802	464	825	845	257	0	746	371	0	493
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	22.1	27.4	27.4	20.7	27.2	27.2	39.3	0.0	34.2	47.1	0.0	53.0
Incr Delay (d2), s/veh	0.5	2.0	1.9	0.7	2.8	2.7	7.9	0.0	0.4	0.7	0.0	16.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.7	14.0	14.2	4.8	17.6	18.0	8.3	0.0	10.1	6.2	0.0	20.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	22.7	29.4	29.3	21.4	30.0	29.9	47.2	0.0	34.6	47.8	0.0	69.7
LnGrp LOS	C	C	C	C	C	C	D		C	D		E
Approach Vol, veh/h	815			1086			394			463		
Approach Delay, s/veh	28.7			28.8			39.8			64.4		
Approach LOS	C			C			D			E		
Timer - Assigned Phs	1	2		4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.7	72.5		54.8	15.9	69.4	17.8	37.0				
Change Period (Y+Rc), s	7.5	7.5		6.1	7.5	7.5	6.1	6.1				
Max Green Setting (Gmax), s	8.5	51.5		58.9	15.5	44.5	13.9	38.9				
Max Q Clear Time (g_c+I1), s	5.4	28.6		15.7	8.2	22.1	11.6	29.0				
Green Ext Time (p_c), s	0.0	6.5		1.5	0.2	4.8	0.1	1.9				
Intersection Summary												
HCM 7th Control Delay, s/veh	36.3											
HCM 7th LOS	D											

Timings

Section 8, Item I.

3: Main Street/Main Street & Hickpochee Avenue

10/28/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	118	1085	106	839	193	147	80	270
Future Volume (vph)	118	1085	106	839	193	147	80	270
Turn Type	pm+pt	NA	pm+pt	NA	pm+pt	NA	Perm	NA
Protected Phases	1	6	5	2	7	4		8
Permitted Phases	6		2		4		8	
Detector Phase	1	6	5	2	7	4	8	8
Switch Phase								
Minimum Initial (s)	5.0	12.0	5.0	12.0	5.0	7.0	7.0	7.0
Minimum Split (s)	12.5	23.5	12.5	23.5	11.1	22.1	22.1	22.1
Total Split (s)	17.7	63.0	16.0	61.3	19.0	61.0	42.0	42.0
Total Split (%)	12.6%	45.0%	11.4%	43.8%	13.6%	43.6%	30.0%	30.0%
Yellow Time (s)	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1
All-Red Time (s)	3.4	3.4	3.4	3.4	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.5	7.5	7.5	7.5	6.1	6.1	6.1	6.1
Lead/Lag	Lead	Lag	Lead	Lag	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	Max	None	C-Max	None	None	None	None
Act Effect Green (s)	67.4	58.0	65.4	57.0	52.5	52.5	33.5	33.5
Actuated g/C Ratio	0.48	0.41	0.47	0.41	0.38	0.38	0.24	0.24
v/c Ratio	0.50	0.84	0.67	0.67	0.89	0.53	0.35	0.92
Control Delay (s/veh)	25.2	43.5	43.3	37.1	70.2	31.3	47.8	76.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	25.2	43.5	43.3	37.1	70.2	31.3	47.8	76.4
LOS	C	D	D	D	E	C	D	E
Approach Delay (s/veh)		41.8		37.8		45.3		71.4
Approach LOS		D		D		D		E

Intersection Summary

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.92

Intersection Signal Delay (s/veh): 45.3

Intersection LOS: D

Intersection Capacity Utilization 92.5%

ICU Level of Service F

Analysis Period (min) 15

Splits and Phases: 3: Main Street/Main Street & Hickpochee Avenue



2029 Total Project - Optimized Timing

Timing Plan: PM Peak

Synchro 12 Light Report

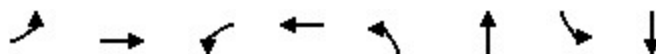
Page 1

Queues

Section 8, Item I.

3: Main Street/Main Street & Hickpochee Avenue

10/28/2025



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	124	1221	112	960	203	359	84	400
v/c Ratio	0.50	0.84	0.67	0.67	0.89	0.53	0.35	0.92
Control Delay (s/veh)	25.2	43.5	43.3	37.1	70.2	31.3	47.8	76.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	25.2	43.5	43.3	37.1	70.2	31.3	47.8	76.4
Queue Length 50th (ft)	58	534	52	384	126	208	62	338
Queue Length 95th (ft)	95	635	#128	464	#265	306	114	#513
Internal Link Dist (ft)		990		1144		978		957
Turn Bay Length (ft)								
Base Capacity (vph)	256	1455	170	1428	227	702	261	467
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.48	0.84	0.66	0.67	0.89	0.51	0.32	0.86

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM 7th Signalized Intersection Summary

3: Main Street/Main Street & Hickpochee Avenue

Section 8, Item I.

10/28/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	118	1085	75	106	839	73	193	147	194	80	270	110
Future Volume (veh/h)	118	1085	75	106	839	73	193	147	194	80	270	110
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	124	1142	68	112	883	66	203	155	193	84	284	105
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	276	1463	87	204	1424	106	237	281	350	267	306	113
Arrive On Green	0.05	0.43	0.43	0.05	0.43	0.43	0.09	0.37	0.37	0.24	0.24	0.24
Sat Flow, veh/h	1781	3408	203	1781	3352	251	1781	757	943	1033	1302	481
Grp Volume(v), veh/h	124	595	615	112	468	481	203	0	348	84	0	389
Grp Sat Flow(s),veh/h/ln	1781	1777	1834	1781	1777	1825	1781	0	1701	1033	0	1784
Q Serve(g_s), s	5.5	40.2	40.3	4.9	28.8	28.8	11.9	0.0	22.7	9.8	0.0	29.9
Cycle Q Clear(g_c), s	5.5	40.2	40.3	4.9	28.8	28.8	11.9	0.0	22.7	13.5	0.0	29.9
Prop In Lane	1.00		0.11	1.00		0.14	1.00		0.55	1.00		0.27
Lane Grp Cap(c), veh/h	276	763	787	204	755	776	237	0	631	267	0	420
V/C Ratio(X)	0.45	0.78	0.78	0.55	0.62	0.62	0.86	0.00	0.55	0.31	0.00	0.93
Avail Cap(c_a), veh/h	311	763	787	225	755	776	237	0	667	289	0	457
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	24.2	34.3	34.3	28.1	31.4	31.4	38.4	0.0	34.8	47.7	0.0	52.4
Incr Delay (d2), s/veh	1.1	7.8	7.6	2.3	3.8	3.7	25.0	0.0	0.9	0.7	0.0	24.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	4.3	26.1	26.8	4.0	19.1	19.5	11.1	0.0	14.7	4.7	0.0	22.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	25.4	42.1	41.9	30.4	35.2	35.1	63.5	0.0	35.7	48.3	0.0	76.5
LnGrp LOS	C	D	D	C	D	D	E		D	D		E
Approach Vol, veh/h	1334			1061			551			473		
Approach Delay, s/veh	40.4			34.7			45.9			71.5		
Approach LOS	D			C			D			E		
Timer - Assigned Phs	1	2		4	5	6	7	8				
Phs Duration (G+Y+Rc), s	15.0	67.0		58.0	14.4	67.6	19.0	39.0				
Change Period (Y+Rc), s	7.5	7.5		6.1	7.5	7.5	6.1	6.1				
Max Green Setting (Gmax), s	10.2	53.8		54.9	8.5	55.5	12.9	35.9				
Max Q Clear Time (g_c+I1), s	7.5	30.8		24.7	6.9	42.3	13.9	31.9				
Green Ext Time (p_c), s	0.1	6.6		2.4	0.0	6.7	0.0	1.1				
Intersection Summary												
HCM 7th Control Delay, s/veh	43.8											
HCM 7th LOS	D											

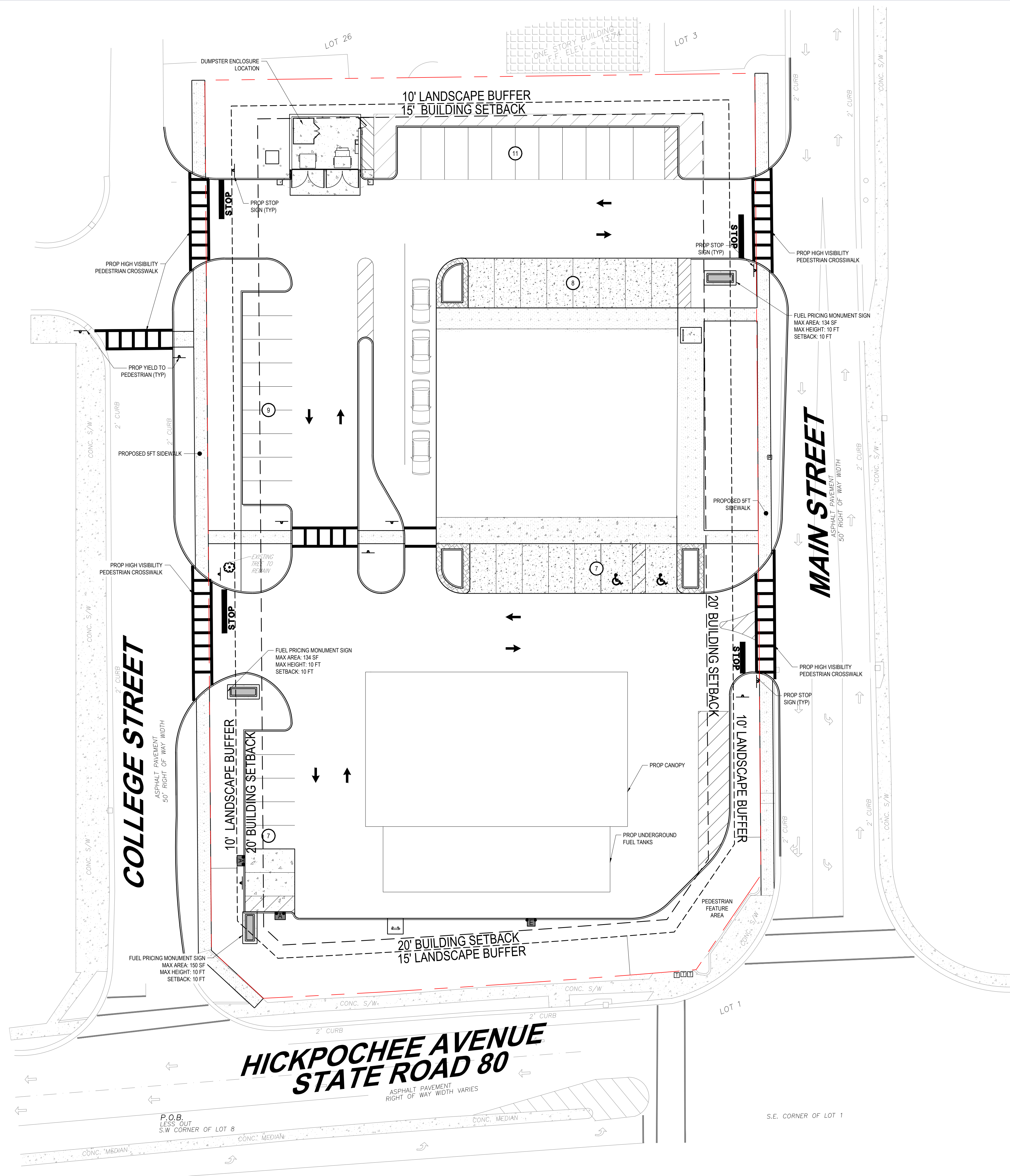
2029 Total Project - Optimized Timing
Timing Plan: PM Peak

Synchro 12 Light Report
Page 3



APPENDIX H

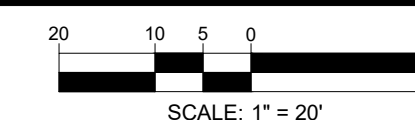
SITE PLAN



LOCATION MAP
SCALE: 1" = 300'
SOURCE: MICROSOFT BING

<u>SITE DATA TABLE</u>	
JURISDICTION	CITY OF LABELLE
CURRENT ZONING	PUD
LAND USE DESIGNATION	COMMERCIAL
PARCEL AREA	± 1.58 AC
BUILDING AREA	7,000 SF
CANOPY AREA	5,900 SF
IMPERVIOUS AREA	MAXIMUM 63%
FRONT SETBACK (ROW)	20 FT
SIDE SETBACK	20 FT
REAR SETBACK	15 FT
FRONT/SIDE/REAR YARD BUFFER	15 FT / 10 FT / 10 FT
OPEN SPACE	20%
PARKING COUNT	42 STALLS
BUILDING HEIGHT	30 FT
CANOPY HEIGHT	26 FT

**THIS PLAN TO BE UTILIZED
FOR SITE LAYOUT PURPOSES
ONLY**

[illegible]

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig.

PRELIMINARY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY
REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION
DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.: FLC240030-00-
DRAWN BY:
CHECKED BY:
DATE: 01/30/20
CAD I.D.: P-CIVI-SI

PROJECT:

LAND DEVELOPMENT PLANS

— FOR

WAWA

PROPOSED COMMERCIAL DEVELOPMENT

10 W HICKPOCHEE AVE
LABELLE, FL 33935
CITY OF LABELLE
HENDRY COUNTY

BOHLER

**1 SE 3rd AVENUE
SUITE 2700
MIAMI, FLORIDA 33131
Phone: (786) 681-0800**

FLORIDA BUSINESS CERT. OF AUTH. No. 30780

SHEET TITLE:

CONCEPTUAL SITE PLAN

SHEET NUMBER:

C-301

ORG. DATE - 01/30/2025

CITY OF LABELLE

Notice is hereby given that the City Commission will hold a public hearing on August 13, 2026, at 5:30 p.m., at City Hall at 481 West Hickpochee Avenue, LaBelle, Florida for the purpose of receiving public comment on the following proposed ordinance:

**CITY OF LABELLE
ORDINANCE 2026-09**

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CITY OF LABELLE CODE, CHAPTER 14, ARTICLE V, MUNICIPAL DOCK; AND CREATING SECTION 14-88, PROHIBITED ACTIVITIES WITHIN THE MUNICIPAL DOCK; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR PROHIBITED ACTIVITIES, ENFORCEMENT, AND PENALTIES; PROVIDING FOR RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

All interested persons are invited to attend and be heard with respect to the proposed ordinance. Interested persons may appear on their own behalf or by agent or attorney. If anyone decides to appeal a decision made by the Agency/Commission with respect to any matter considered at the meeting or hearing, a record of the proceeding will be needed for the appeal and for that purpose(s), may need to insure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

SPECIAL REQUIREMENTS: IF YOU REQUIRE SPECIAL AID OR SERVICES AS ADDRESSED IN THE AMERICAN DISABILITIES ACT, PLEASE CONTACT THE CITY CLERK'S OFFICE AT 863-675-2872, NO LESS THAN FIVE (5) DAYS PRIOR TO THE ABOVE STATED HEARING DATE.

City of LaBelle City Commission
Julie C. Wilkins, Mayor

CITY OF LABELLE

Notice is hereby given that the City Commission will hold a public hearing on August 13, 2026, at 5:30 p.m., at City Hall at 481 West Hickpochee Avenue, LaBelle, Florida for the purpose of receiving public comment on the following proposed ordinance:

**CITY OF LABELLE
ORDINANCE 2026-10**

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CITY OF LABELLE CODE, CHAPTER 6, FIRE PREVENTION, ARTICLE II, FIRE PREVENTION AND LIFE SAFETY STANDARDS; AMENDING SECTIONS 6-12, CODE ADOPTED; APPLICABILITY, AND 6-13, AMENDMENTS TO FIRE PREVENTION CODE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR THE ADOPTION OF THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND RELATED STANDARDS; PROVIDING FOR RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

All interested persons are invited to attend and be heard with respect to the proposed ordinance. Interested persons may appear on their own behalf or by agent or attorney. If anyone decides to appeal a decision made by the Agency/Commission with respect to any matter considered at the meeting or hearing, a record of the proceeding will be needed for the appeal and for that purpose(s), may need to insure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

SPECIAL REQUIREMENTS: IF YOU REQUIRE SPECIAL AID OR SERVICES AS ADDRESSED IN THE AMERICAN DISABILITIES ACT, PLEASE CONTACT THE CITY CLERK'S OFFICE AT 863-675-2872, NO LESS THAN FIVE (5) DAYS PRIOR TO THE ABOVE STATED HEARING DATE.

City of LaBelle City Commission
Julie C. Wilkins, Mayor

**INTERLOCAL AGREEMENT BETWEEN HENDRY COUNTY, FLORIDA, AND
THE CITY OF LABELLE, FLORIDA, FOR THE COLLECTION,
DISTRIBUTION AND ADMINISTRATION OF IMPACT FEES**

THIS AGREEMENT entered into this _____ day of _____, 2025, by and between Hendry County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of LaBelle, a Florida municipal corporation, hereinafter referred to as "City," (collectively, "the Parties") providing for the City's participation in the County's Road Impact Fee program.

WHEREAS, Hendry County Board of County Commissioners adopted Ordinance No. 2024-06 ("Ordinance") implementing emergency medical services, transportation, law enforcement, correctional facilities and educational facilities impact fees effective February 10, 2025; and

WHEREAS, City is willing to collect impact fees pursuant to the Ordinance and the County is willing to designate the City as its agent for the collection of the impact fees within the City pursuant to the Ordinance; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (the "Act") set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities that encourage cooperation between local governmental units to make the most efficient use of their powers for their mutual advantage, particularly where that cooperation will result in the provision of services and facilities in a manner and form that benefit their communities; and

WHEREAS, the purpose of this Agreement is to establish procedures for the collection and distribution of the County's impact fees generated from development activity within the City; and

WHEREAS, the County and the City hereby delineate their respective rights and obligations as set forth below;

NOW, THEREFORE, it is agreed as follows:

1. The recitals stated above are expressly adopted and incorporated herein.
2. The Parties are entering into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes and each represents that they have the power and authority necessary to do so.
3. The County and the City agree that the Ordinance implementing impact fees within the County shall be effective within the City's jurisdiction unless and until this agreement is terminated as hereinafter provided.
4. As long as this Agreement remains in effect, the impact fees imposed by the Ordinance will be collected by the City at the time of issuance of a Building Permit as defined in the Ordinance within the boundaries of the City.
5. The City agrees to:
 - a. Collect the applicable impact fee as specified in the Ordinance at the time of issuance of a Building Permit within the City's jurisdiction.

- b. Maintain all records of the impact fees collected from all Building Permit activities on development within the City by reference to the fee payer's name and address, and include the amount paid, in cash or by the use of credits and the specific permit for which the fee was collected.
- c. Remit to the County, on or before the 15th of each month: one hundred percent (100%) of all impact fees collected in the preceding month, after the deduction of one half (½ %) percent for the City's administrative costs associated with collecting and administering the funds; and any interest accrued all in accordance with the requirements of the Ordinance and this Interlocal Agreement.
- d. Because the authorizing statute limits the administrative fee to the actual cost, the City shall provide to the County an annual reconciliation of the City's actual administrative costs compared to the one half percent (1/2%) retained, and the difference shall be remitted by the County to the City, if the actual costs exceed the amounts paid, or refunded to the County from the City if the amounts retained exceeded actual costs.
- e. Establish a separate, interest bearing, trust account for the accumulation and distribution of impact fees collected.
- f. Forward applications or request for impact fee refunds to the County Impact Fee Administrator for determination.
- g. Forward applications or requests for impact fee credits in exchange for construction of non-site related improvements to the County Impact Fee Administrator for determination.
- h. Forward applications for exemption from impact fees to the County Impact Fee Administrator for determination.
- i. Refer all questions regarding Impact Fee administration to the County Impact Fee Administrator for determination, including but not limited to questions or application for impact fee credits, refunds, exemptions and calculations.
- j. To the extent permitted by Florida Law and subject to the limitations of Section 768.28, F.S., hold County harmless should any suit or legal action be brought to contest the amount of the administrative fee retained by City. City agrees to provide any and all legal defense reasonably necessary in regard to these matters at no cost to the County. Should any court order a refund of the amount of the administrative fee retained by the City or should any refund be agreed to by City, the refund shall be paid solely by City.
- k. Provide the County on October 1 of each year, annual financial reports and information pertaining to the collection of impact fees collected by the City.
- l. Provide the County, or any auditing or accounting firm acting as agent for the County, with access to the records described above upon request during normal business hours. The City will also provide reasonable assistance to locate,

interpret and copy the records.

6. County agrees to:
 - a. Provide any assistance needed by City to establish administrative procedures, bookkeeping and other accounting procedures necessary for City to collect the impact fee.
 - b. Maintain all records of the impact fee including the name, address, amount paid and benefit district for each Building Permit issued by City or County, as furnished by the collecting agency.
 - c. Establish the necessary Trust Accounts required by the Ordinance for the receipt of impact fee payments.
 - d. Determine the amount of impact fee credit available, in response to an application for such pursuant to the Ordinance consistent with the provisions and procedures established in the Ordinance.
 - e. Determine whether a permit is exempt from impact fees, in response to an application pursuant to the Ordinance consistent with the categories established in the Ordinance.
 - f. Determine whether a refund is owed, in response to an application consistent with the Ordinance. Refunds will be paid by County from the corresponding impact fee accounts.
 - g. Maintain records of the impact fees credits, exemptions and refunds related to development within the City by reference to the fee payer's name and address, and include the amount of credit, exemption, or refund and the specific permit to which those credits, exemptions and refunds relate.
 - h. Hold City harmless should any suit or legal action be brought to contest County's decision in regard to impact fee credit, exemption, refund and the expenditure of impact fee funds or the amount of the administrative fee resulting from collections by City that are forwarded to County. County agrees to provide any and all legal defense reasonably necessary in regard to these matters at no cost to the City. Should any court order a refund of any impact fee or the amount of the administrative fee paid to the County or should any refund be agreed to by County, the refund shall be paid solely by County.
 - i. Provide the City, on October 1 of each year, annual financial reports and information showing the amount of impact fees collected and expended within the City.
 - j. Provide the City, or any auditing or accounting firm acting as agent for the County, with access to the records described above upon request during normal business hours, and also provide reasonable assistance to locate, interpret and copy the records.

- k. Expend all impact fees transmitted from the City in accordance with the requirements of the Ordinance.
- 7. The Board of County Commissioners shall have the final authority pursuant to the Ordinance as to whether to issue credits, refunds or exemptions from impact fees.
- 8. If a permit is requested for a type of land development that is not specifically listed in the Code, the City will consult with the County's Impact Fee Administrator or his/her designee, who will determine the amount of the fee to be charged.
- 9. Appeals of administrative decisions related to impact fees will be heard in accordance with the requirements of the Ordinance and shall be made by County. If any decision of the County pursuant to such appeal is later appealed to the Circuit Court, the appeal will be defended by the County at the County's expense, unless the City elects to participate in or provide the defense of the case.
- 10. The adjudication of disputes and disagreements arising from this Agreement will be resolved through mediation between the County and the City pursuant to Chapter 164, Florida Statutes. If mediation fails, disputes will be resolved by presentation of the matter to the 20th Judicial Circuit Court in and for Hendry County, Florida.
- 11. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements either verbal or written, between the County and the City.
- 12. If suit or legal action is brought to contest the validity of Ordinance for fees that were assessed within the City, the County will fund the legal defense of the impact fees. If a Court orders a refund of impact fees paid, or if a refund is agreed to by settlement of the suit or legal action, the refund will be paid by the County.
- 13. This Agreement becomes effective on the date that the last party hereto signs the Agreement. Notwithstanding the foregoing, this Agreement will apply retroactively to all impact fees collected by the City since February 10, 2025 for development within the City, if not approved prior to that date.
- 14. Nothing in this Agreement is intended to deprive either Party of final authority and responsibility for the use and expenditure of impact fee funds collected pursuant to the Ordinance that are retained by or remitted to the Parties.
- 15. This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of Hendry County, Florida and the Clerk of the City of LaBelle, Florida.
- 16. This Agreement shall be for an initial term of three (3) years from the Effective Date of the Agreement. This initial term shall be automatically renewed for additional one-year terms. This Agreement will terminate 60 days from delivery of written notice of cancellation from either party if: 1) the imposition of the impact fee is not allowed by

state law or, 2) if the County ever rescinds the Ordinance or, 3) if the County ever undertakes responsibility for issuing permits for development within the City's jurisdiction. In the event of termination, City will remit any outstanding balance of impact fees within ten days of the effective date of the termination. The termination of this Agreement shall not require the County to refund any monies collected by the City and remitted to the County pursuant to this Agreement.

17. This Agreement shall be filed with the Clerk of the Circuit Court of Hendry County, Florida, and the Clerk for the City of LaBelle, Florida, upon execution.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first written above.

ATTEST:

Kimberley Barrineau, Clerk

ATTEST:

Tijauna Warner, City Clerk

BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA

Emma J. Byrd, Chair

CITY OF LABELLE, FLORIDA

Julie Wilkins, Mayor