

# CITY OF LABELLE



## AGENDA

### **Regular Commission Meeting**

Thursday, July 10, 2025, at 5:30 PM

LaBelle Commission Chambers  
481 West Hickpochee Ave  
LaBelle, FL 33975

### **CITY COMMISSION:**

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

### **ADMINISTRATION:**

Tijauna Warner, BAS, 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**
  - A. Pocket Park - Shellie Hunter
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 June Check Register**
  - B. **Approval of \*Month\* Minutes:**
    - June 12, 2025 City Commission Workshop
    - June 12, 2025 Local Planning Agency Meeting
    - June 12, 2025 City Commission Meeting
    - June 23, 2025 City Commission Budget Workshop & Special Meeting
  - C. **Approval of Staff Reports:**
    - Fire Department- Chief Brent Stevens
    - Building Department- Mark Lynch
    - Code Enforcement- Zane Mungillo
  - D. 23PLN115 Amended and Restated Task Order for Resilient Florida Vulnerability Assessment Professional Engineering Services
  - E. LaBelle Downtown Revitalization Corporation (LDRC) Financial Statement
  - F. Hendry County Sheriff's Office CAD MOU
  - G. Sale of R12 & E11 Brindlee Mountain
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. Reschedule the August 14, 2025 City Commission Meeting
  - B. DAV PUD includes Food Trucks
8. **Public Hearings and/or Ordinances**
  - A. RESOLUTION 2025 - 04 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, RENAMING COLLIER STREET TO "NORA'S LANE" WITHIN THE CITY LIMITS OF LABELLE IN HENDRY COUNTY, FLORIDA; PROVIDING FOR

TRANSMITTAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- B.** ORDINANCE 2025 - 03 (second reading) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CITY OF LABELLE CODE, CHAPTER 11, ARTICLE V, STREET VENDING; AND AMENDING APPENDIX B, LAND DEVELOPMENT CODE, CHAPTER 4, ARTICLE V, SUPPLEMENTARY DISTRICT REGULATIONS, CREATING SECTION 4-92; AMENDING REGULATIONS RELATING TO MOBILE VENDING; 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**

**11. Adjournment**

**Upcoming Meetings:**

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

July 24, 2025 Budget Workshop & Special Meeting

July 31, 2025 Budget Workshop & Special Meeting

August LPA & City Commission Meeting TBA

**City of Labelle Office Closures:**

July 3 & 4, 2025 Independence 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](mailto: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)



City of LaBelle City Commission  
Agenda Request

To: Honorable Mayor and City Commission  
Prepared By: Shellie Hunter Swamp Cabbage Festival/FI. Thrive + Grow Inc.  
Date of Meeting: July 10, 2025  
Date Submitted: June 25, 2025  
Title of Agenda Item: Pocket Park  
Agenda Location: Presentation

Report in brief: Proposing the creation of a small community pocket park.

Staff Comments: N/A

Fiscal Impact: Yes ☐ No ☒

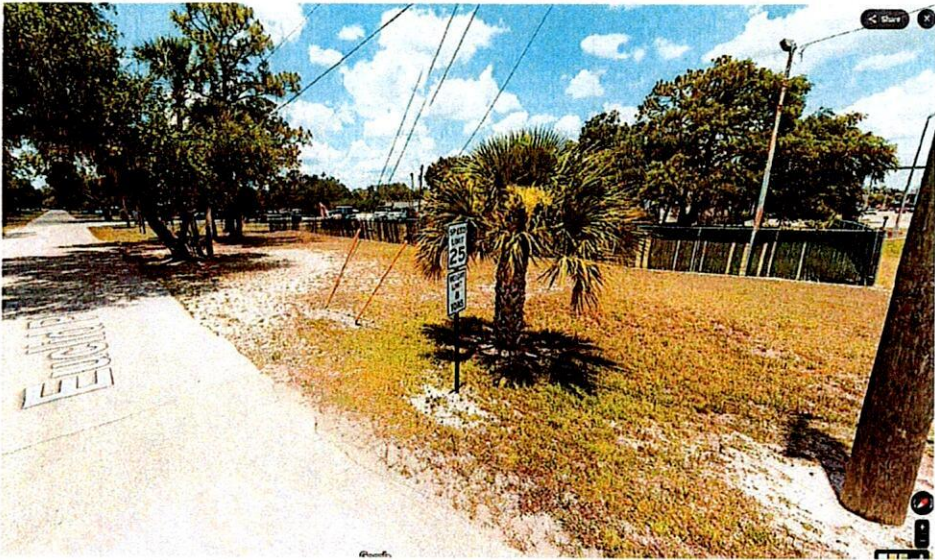
Recommended Actions: N/A



## Pocket Park

We are proposing the creation of a small community pocket park, to be named **Kelly's Place**, in honor of the late Kelly family—longtime LaBelle residents who left a lasting legacy of kindness, generosity, and neighborhood pride. The property is envisioned to be a peaceful, welcoming green space that reflects the values the Kellys embodied. Kelly's Place will be a privately maintained, publicly accessible park designed to provide shade, seating, native landscaping, and a small gathering space for reflection, learning, and community connection.



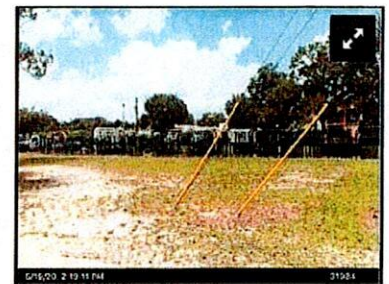




Parcel Summary

Parcel ID 2 29 43 02 370 0000-002.0  
Prop ID 31984  
Location Address EUCUD PL  
LABELLE, FL 33935  
Neighborhood/Area COMMERCIAL LA BELLE (201000.00)  
Subdivision VACANT: COMMERCIAL LABELLE  
Brief Legal Description\* LABELLE LABELLE HEIGHTS S/D LOT 4 EXC 8 FT OFF E END  
(Note: \*The Description above is not to be used on legal documents.)  
Property Use Code VACANT COMMERCIAL (1000)  
Sec/Twp/Rng 02-43-29  
Tax District City of LaBelle (District 2)  
Millage Rate 20.9607  
Acreage 0.125  
Homestead N

[View Map](#)



Internal Info

Market Area 20

Owner Information

[FRIERSON EMILY MAVIS TR EST](#)  
C/O NANCY DANIELS  
PO BOX 921  
LABELLE, FL 33975

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values
Just Market Value	\$35,317	\$35,317	\$35,317
Land Value	\$35,317	\$35,317	\$35,317
Agricultural (Market) Value	\$0	\$0	\$0
Agricultural Classified Value	\$0	\$0	\$0
Improvement Value	\$0	\$0	\$0
Non School Assessed Value	\$35,317	\$35,317	\$29,913
School Assessed Value	\$35,317	\$35,317	\$35,317
Exempt Value	\$0	\$0	\$0
Non School Taxable Value	\$35,317	\$35,317	\$29,913
School Taxable Value	\$35,317	\$35,317	\$35,317
Save Our Homes Deferred	\$0	\$0	\$0
Non Save Our Homes Deferred	\$0	\$0	\$5,404

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Here are several **pocket park** ideas tailored to a **0.125-acre** lot (about 5,445 square feet or roughly 50 ft x 110 ft), along with common elements and visual layouts to inspire your proposal for *Kelly's Place Park* or similar small urban green spaces.

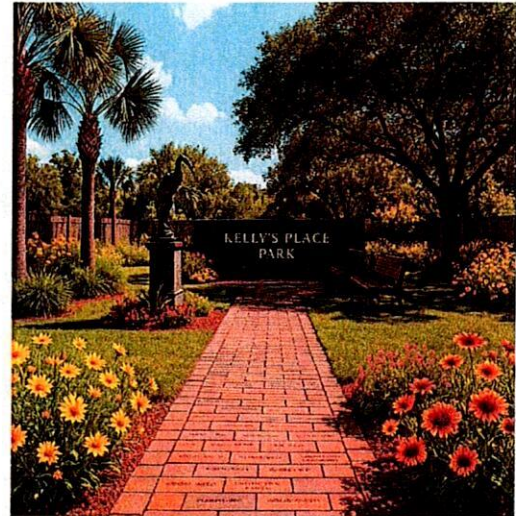
---

## 1. Memorial Pocket Park

**Purpose:** Quiet reflection space with community remembrance

**Elements:**

- Brick pathway with engraved memorial bricks
- Small memorial wall or plaque feature (against fence or central)
- Two or three benches (facing wall or under trees)
- Native flowering shrubs and grasses
- Shade trees (preserved or added)
- Low-maintenance solar lighting
- Optional: sculpture or public art piece near entrance



### Visual Concept:

- Wall aligned to north or east fence
  - Benches facing wall, staggered for privacy
  - Central pathway leads from Euclid to memorial
  - Trees create shady canopy
  - Minimal signage near sidewalk entrance on Euclid or Main
-



## ✓ What Might Be Allowed (or Possible with Approval):

### 1. Accessory Use:

Many local zoning codes allow small parks, green spaces, or public plazas as **accessory uses** in commercial zones—especially if they're open to the public or support foot traffic to nearby businesses.

### 2. Conditional Use Permit (CUP):

If not allowed by default, you may be able to **apply for a conditional or special use permit** through the local planning department. This involves submitting a proposal, possibly going to a public hearing, and showing community benefit.

### 3. Zoning Variance or Amendment:

If your park is outside what's allowed in the zone, you could request a **zoning variance** or minor zoning text amendment—but this takes more time and political goodwill.

---

## ✿ Considerations:

- **Public vs. Private:** Will the park be publicly accessible or private (e.g., for tenants/customers only)? Public use is more likely to require review or permit adjustments.
- **Safety & Liability:** Some cities require you to have signage, insurance, or fencing for open-use spaces in commercial zones.
- **Utilities and Easements:** Make sure there are no underground utilities or easements that restrict use.
- **Design to Complement Zoning:** A low-maintenance, visually appealing park with benches, landscaping, and perhaps a shade structure is more likely to be approved than a playground or dog park.

## Is This Allowed Under Commercial Zoning?

Likely **yes**, *with conditions*. In many jurisdictions:

- **Privately owned, publicly accessible green spaces** are often allowed in commercial zones as:
  - An **accessory use**
  - A **community amenity**
  - A “**public benefit**” **use under special permit** or **CUP**

However, every zoning code is different, so it's important to verify with your **local planning or zoning department**.

---

## What You Can Do Now

### 1. Prepare a Brief Description of the Project

---

### 2. Anticipate These Key Considerations:

Topic	What to Check
Use Category	Is a "community space," "mini park," or "public plaza" allowed in that commercial zoning designation?
Liability & Insurance	Even privately owned, public-use space needs general liability coverage. Your non-profit's insurance may cover this.
Maintenance & Access	You'll need a plan for trash, lighting (if any), and ADA accessibility.
Signage or Structures	Permits may be needed for structures (like shade pavilions, kiosks, murals).

---

July 1, 2025  
07:40 AM

City of LaBelle  
Check Register By Check Date

Page No: 1  
Section 6, Item A.

Range of Checking Accts: First to Last Range of Check Dates: 06/01/25 to 06/30/25  
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				
768	06/02/25	VISA VISA	1,571.66		9511
769	06/02/25	VISA VISA	2,695.16		9512
2338	06/02/25	ALLFL005 ALL FLORIDA INDUSTRIAL	52.00		9506
2339	06/02/25	AMBER005 AMBER GUTIERREZ	500.00		9506
2340	06/02/25	BSA BRIDGE STREET AUTO PARTS, INC.	2,278.65		9506
2341	06/02/25	CHPC005 CPH CONSULTING, LLC	2,670.00		9506
2342	06/02/25	CHS CALOOSA HUMANE SOCIETY	598.62		9506
2343	06/02/25	CTTF COUNTY TRANSPORTATION TRST FND	6,370.02		9506
2344	06/02/25	FPL FLORIDA POWER & LIGHT	15,205.24		9506
2345	06/02/25	GAFS GREAT AMERICA FINANCIAL SVCS	345.96		9506
2346	06/02/25	HO HOMERO OLIVAREZ, JR	225.00		9506
2347	06/02/25	ISBC IPITOMY SMARTER BUSINESS COMMU	72.45		9506
2348	06/02/25	JCW JULIE CRAICY WILKINS	384.40		9506
2349	06/02/25	KIMBE010 KIMBERLEE A MITTON	250.00		9506
2350	06/02/25	LEGALSH LEGAL SHIELD	73.75		9506
2351	06/02/25	PARRISH PARRISH CATERING COMPANY LLC	330.00		9506
2352	06/02/25	VOLVE005 VOLVER A NACER INC	250.00		9506
2353	06/02/25	WLMINC WOLFF'S LAWN MACHINES INC	2,004.98		9506
2354	06/02/25	WSC WINDMILL SPRINKLER CO., INC.	247.43		9506
2355	06/03/25	CAPG005 C.A.P. GOVERNMENT, INC	3,600.00		9509 Direct Deposit
2356	06/03/25	CIC CHANNEL INNOVATIONS CORP.	718.81		9509 Direct Deposit
2357	06/03/25	HAROL005 HAROLD J CURTIS	1,050.00		9509 Direct Deposit
2358	06/03/25	MAUJEN MAULDIN & JENKINS LLC	20,000.00		9509 Direct Deposit
2359	06/03/25	MPC MERIT PETROLEUM COMPANY	176.35		9509 Direct Deposit
2360	06/03/25	OMNI OMNI TECHNOLOGIES ALLIANCE LLC	214.00		9509 Direct Deposit
2361	06/03/25	PTLLC PROTECTED TRUST LLC	347.90		9509 Direct Deposit
2362	06/03/25	SPANE005 SPAN ENTERPRISES, LLC DBA	1,071.75		9509 Direct Deposit
2363	06/03/25	TERMAI TERRA MAINTENANCE CO	751.20		9509 Direct Deposit
774	06/04/25	VISA VISA	4,620.61		9514
52078	06/04/25	DAVID015 DAVID S LEVERANT	250.00		9515
52079	06/04/25	FRS FLORIDA RETIREMENT SYSTEM	24,114.15		9515
52080	06/04/25	COLW CITY OF LABELLE, WATER & SANIT	3,713.24		9517
52077	06/05/25	FRS FLORIDA RETIREMENT SYSTEM	5,743.60		9513
2364	06/06/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9510
52081	06/09/25	AFL AMERICAN FAMILY LIFE ASSR CO.	2,959.96		9518
52082	06/09/25	ALLSTATE AMERICAN HERITAGE LIFE INS CO	4,917.44		9518
52083	06/09/25	BCSI BUILDERS CHOICE SUPPLY INC	11.90		9518
52084	06/09/25	COLW2 CITY OF LABELLE WATER AND SANI	3,222.76		9518
52085	06/09/25	FMPT2 FLORIDA MUNICIPAL PENSION TRST	21,842.09		9518
52086	06/09/25	KME KENNY GLISSON	2,572.40	06/09/25 VOID	9518 (Reason: INCORRECT INVOICE)
52091	06/09/25	PARRISH PARRISH CATERING COMPANY LLC	1,144.00		9523
52087	06/10/25	AMACS AMAZON CAPITAL SERVICES	700.38		9521 Direct Deposit
52088	06/10/25	CQL CAPTAINS QUICK LUBE	179.95		9521 Direct Deposit
52089	06/10/25	PRM PUBLIC RISK MANAGEMENT	51,955.05		9521 Direct Deposit
52090	06/10/25	SSW SHARON SANDERS WHITE	165.00		9521 Direct Deposit
52093	06/11/25	TRENA005 TRENAM KEMKER SCHARF BARKIN	65,000.00		9525 Direct Deposit
52092	06/13/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9524
52094	06/16/25	BCC BOARD OF COUNTY COMMISSIONERS	3,899.70		9526
52095	06/16/25	CALO0005 CALOOSA CATERING COMPANY INC	475.00		9526



July 1, 2025  
07:40 AM

City of LaBelle  
Check Register By Check Date

Page No: 2  
Section 6, Item A.

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED	GENERAL FUND POOLED CASH	Continued			
52096	06/16/25	DILLYS DILLYS ENTERPRISES LLC	1,700.00		9526
52097	06/16/25	HCPUBSAF HENDRY COUNTY PUBLIC SAFETY	450.00		9526
52098	06/16/25	HOMDEF HOMETEAM PEST DEFENSE INC	121.00		9526
52099	06/16/25	AMACS AMAZON CAPITAL SERVICES	3,877.49		9529 Direct Deposit
52100	06/16/25	CULL CULLIGAN WATER	164.75		9529 Direct Deposit
52101	06/16/25	MUNES MUNICIPAL EMERGENCY SERVICES	29,624.74		9529 Direct Deposit
817	06/18/25	FDOR FLORIDA DEPT OF REVENUE	222.30		9538
52102	06/20/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9531
52103	06/23/25	AAP ADVANCE AUTO PARTS	189.28		9532
52104	06/23/25	CHS CALOOSA HUMANE SOCIETY	275.00		9532
52105	06/23/25	HCB OCC HENDRY CO BOARD COUNTY COMM	761.25		9532
52106	06/23/25	KME KENNY GLISSON	1,549.00		9532
52107	06/23/25	LEGALSH LEGAL SHIELD	73.75		9532
52108	06/23/25	LISAA LISA AWBREY	170.00		9532
52109	06/23/25	LRS LABELLE RANCH SUPPLY	62.57		9532
52110	06/23/25	POL POSTMASTER - LABELLE, FL.	122.00		9532
52111	06/23/25	PVSI PATTERSON VETERINARY SUPPLY	214.44		9532
52112	06/23/25	TMOBI005 T-MOBILE USA INC.	986.05		9532
52113	06/23/25	VAH VISION ACE HARDWARE-LABELLE	0.00	06/23/25 VOID	0
52114	06/23/25	VAH VISION ACE HARDWARE-LABELLE	1,175.11		9532
52115	06/23/25	WLMINC WOLFF'S LAWN MACHINES INC	150.00		9532
52116	06/23/25	WSC WINDMILL SPRINKLER CO., INC.	177.04		9532
52117	06/23/25	AAPE01 BERKOVITCH & BOUSKILA, PLLC	25.97		9534 Direct Deposit
52118	06/23/25	INM INDEPENDENT NEWSMEDIA INC USA	685.72		9534 Direct Deposit
52119	06/23/25	LDRC LABELLE DOWNTOWN	1,741.00		9534 Direct Deposit
52120	06/23/25	LNATL GLOBE LIFE	30.84		9534 Direct Deposit
52121	06/23/25	MUNES MUNICIPAL EMERGENCY SERVICES	2,678.74		9534 Direct Deposit
52122	06/23/25	QUALITY QUALITY 1 AUTO CARE INC	220.50		9534 Direct Deposit
52123	06/23/25	HO HOMERO OLIVAREZ, JR	225.00		9536
52125	06/25/25	CHPC0005 CPH CONSULTING, LLC	9,250.00	06/25/25 VOID	9539 (Reason: PRINTED ON REG PAPER)
52126	06/25/25	CHPC0005 CPH CONSULTING, LLC	9,250.00		9539
52127	06/25/25	CHPC0005 CPH CONSULTING, LLC	818.71		9540
52124	06/27/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9537
52128	06/27/25	ZAMBELLI ZAMBELLI FIREWORKS MFG.	9,000.00		9541 Direct Deposit
52130	06/30/25	BROWEL BROWN'S WELDING LLC	2,145.00		9543
52131	06/30/25	ISBC IPITOMY SMARTER BUSINESS COMMU	72.45		9543
52132	06/30/25	JCW JULIE CRAICY WILKINS	124.99		9543
52133	06/30/25	LCBOCC LEE COUNTY SOLID WASTE	76.45		9543
52134	06/30/25	PBGFS PITNEY BOWES GLOBAL FINANCIAL	145.71		9543
52135	06/30/25	AESTF005 AEST FIRE & SAFETY	276.00		9546 Direct Deposit
52136	06/30/25	DEXTI DEX IMAGING LLC	144.56		9546 Direct Deposit
52137	06/30/25	JOSHR JOSHUA RIMES	2,600.00		9546 Direct Deposit
52138	06/30/25	LILLI005 LILLIAN M DAVENPORT	190.52		9546 Direct Deposit
52139	06/30/25	MAUJEN MAULDIN & JENKINS LLC	20,100.00		9546 Direct Deposit
52140	06/30/25	RVE RVE, INC. D/B/A RVI	27,244.35		9546 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	61	3	134,964.55	11,822.40
Direct Deposit:	30	0	244,535.57	0.00
Total:	91	3	379,500.12	11,822.40

UTILITY DEPOSIT Water Revenue Deposit  
2588 06/02/25 U-000228 CARDENAS, ELVIA 22.78 9507

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
UTILITY DEPOSIT Water Revenue Deposit Continued					
2589	06/02/25	U-000229 GRAHAM, EVA RANEE	72.12		9507
2590	06/02/25	U-000230 DOMINGUEZ COMERON, DAUMARA	50.16		9507
2591	06/02/25	U-000231 CRUZ, JASON & CRYSTAL	55.46		9507
2592	06/09/25	U-000232 MATHIS, LESLIE MARIE	83.10		9519
2593	06/09/25	U-000233 TURNER III, CHARLES MCELROY	96.33		9519
2594	06/16/25	U-000234 BARNES, CHARLES ADAM	119.43		9527
2595	06/16/25	U-000235 PERREAULT, BAILEY	200.11		9527
2596	06/30/25	U-000236 CASTILLO, MARIA	92.76		9544
2597	06/30/25	U-000237 MORALES, RUTH T	6.97		9544
2598	06/30/25	U-000238 REYNA AQUINES, JOSE GUADALUPE	61.14		9544

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	11	0	860.36	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	11	0	860.36	0.00

UTILITY POOLED UTILITY FUND POOLED CASH					
1023	06/02/25	BSA BRIDGE STREET AUTO PARTS, INC.	1,794.91		9508
1024	06/02/25	CTTF COUNTY TRANSPORTATION TRST FND	690.74		9508
1025	06/02/25	FPL FLORIDA POWER & LIGHT	15,059.05		9508
1026	06/02/25	HCBCCC HENDRY CO BOARD COUNTY COMM	570.60		9508
1027	06/02/25	ISBC IPITOMY SMARTER BUSINESS COMMU	24.16		9508
1028	06/02/25	POL POSTMASTER - LABELLE, FL.	1,300.00		9508
1029	06/02/25	WSC WINDMILL SPRINKLER CO., INC.	121.05		9508
1030	06/04/25	FRS FLORIDA RETIREMENT SYSTEM	5,588.22		9516
1031	06/09/25	COLW2 CITY OF LABELLE WATER AND SANI	2,585.57		9520
1032	06/10/25	PRM PUBLIC RISK MANAGEMENT	8,284.73		9522 Direct Deposit
1033	06/10/25	WOODARD WOODARD & CURRAN INC	142,931.54		9522 Direct Deposit
1034	06/16/25	HCPUBSAF HENDRY COUNTY PUBLIC SAFETY	125.00		9528
1035	06/16/25	WASTEC WASTE CONNECTIONS INC	108,843.64		9528
1036	06/16/25	AMACS AMAZON CAPITAL SERVICES	755.84		9530 Direct Deposit
1037	06/16/25	CULL CULLIGAN WATER	48.00		9530 Direct Deposit
1038	06/16/25	TETRA005 TETRA TECH, INC	1,710.00		9530 Direct Deposit
1039	06/23/25	POL POSTMASTER - LABELLE, FL.	122.00		9533
1040	06/23/25	VAH VISION ACE HARDWARE-LABELLE	275.64		9533
1041	06/23/25	KGAUSE KATHARINA GAUSE	150.00		9535 Direct Deposit
1042	06/30/25	ISBC IPITOMY SMARTER BUSINESS COMMU	24.16		9545
1043	06/30/25	PBGFS PITNEY BOWES GLOBAL FINANCIAL	48.57		9545
1044	06/30/25	POL POSTMASTER - LABELLE, FL.	1,300.00		9545
1045	06/30/25	RCMUT005 RCM UTILITIES, LLC	156,600.00		9545
1046	06/30/25	INDUSCO INDUSCO ENVIRONMENTAL	45,850.00	06/30/25 VOID	9547 Direct Deposit (Reason: Quote-Not Invoiced)
1047	06/30/25	UTISOL UTILITY SOLUTIONS & AUTOMATION	24,771.70		9547 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	17	0	295,073.31	0.00
Direct Deposit:	7	1	178,651.81	45,850.00
Total:	24	1	473,725.12	45,850.00

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
Continued					
UTILITY POOLED	UTILITY FUND	POOLED CASH			
Report Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	89	3	430,898.22	11,822.40
	Direct Deposit:	37	1	423,187.38	45,850.00
	Total:	126	4	854,085.60	57,672.40



Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	4-001	718.81	0.00	0.00	718.81
GENERAL FUND	5-001	354,438.89	5.70-	24,348.12	378,781.31
WATER FUND	5-041	284,341.97	0.00	0.00	284,341.97
SEWER FUND	5-042	79,968.91	0.00	0.00	79,968.91
SANITATION OPERATION FUND	5-043	109,414.24	0.00	0.00	109,414.24
Year Total:		828,164.01	5.70-	24,348.12	852,506.43
WATER FUND	x-041	154.53	0.00	0.00	154.53
SEWER FUND	x-042	255.83	0.00	0.00	255.83
SANITATION OPERATION FUND	x-043	450.00	0.00	0.00	450.00
Year Total:		860.36	0.00	0.00	860.36
Total of All Funds:		829,743.18	5.70-	24,348.12	854,085.60

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	355,157.70	5.70-	24,348.12	379,500.12
WATER FUND	041	284,496.50	0.00	0.00	284,496.50
SEWER FUND	042	80,224.74	0.00	0.00	80,224.74
SANITATION OPERATION FUND	043	109,864.24	0.00	0.00	109,864.24
Total of All Funds:		829,743.18	5.70-	24,348.12	854,085.60

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	4-001	718.81	0.00	0.00	0.00	718.81
GENERAL FUND	5-001	354,438.89	0.00	0.00	0.00	354,438.89
WATER FUND	5-041	284,341.97	0.00	0.00	0.00	284,341.97
SEWER FUND	5-042	79,968.91	0.00	0.00	0.00	79,968.91
SANITATION OPERATION FUND	5-043	109,414.24	0.00	0.00	0.00	109,414.24
Year Total:		828,164.01	0.00	0.00	0.00	828,164.01
WATER FUND	x-041	154.53	0.00	0.00	0.00	154.53
SEWER FUND	x-042	255.83	0.00	0.00	0.00	255.83
SANITATION OPERATION FUND	x-043	450.00	0.00	0.00	0.00	450.00
Year Total:		860.36	0.00	0.00	0.00	860.36
Total of All Funds:		829,743.18	0.00	0.00	0.00	829,743.18



# CITY OF LABELLE



## MINUTES

### **City Commission Workshop**

Thursday, June 12, 2025, at 5:30 PM

LaBelle Commission Chambers  
481 West Hickpochee Ave  
LaBelle, FL 33975

### **CITY COMMISSION:**

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

### **ADMINISTRATION:**

Tijauna Warner, BAS, 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 3:32 PM.

### 2. Invocation and Pledge of Allegiance

Commissioner Vargas led the invocation, Commissioner Spratt led the Pledge of Allegiance.

### 3. Roll Call

PRESENT

Mayor Julie C. Wilkins

Commissioner Kevin Holland

Commissioner Jackie Ratica

Commissioner Bobbie Spratt

Commissioner Hugo Vargas

City Attorney Derek Rooney (*arrived at 3:36pm*)

Deputy City Clerk Tijauna Warner

### 4. New Business

#### A. Fire Assessment Rate Increases

*Fire Chief Brent Stevens gave a brief overview of the Fire Assessment Rate Increase. A discussion ensued.*

#### B. Comprehensive Plan Preliminary Assessment

*Patty Kulak gave a brief overview of the Comprehensive Plan Preliminary Assessment. A discussion ensued.*

### 5. Adjournment

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 4:58 PM.

---

Julie C. Wilkins, Mayor

---

ATTEST: Tijauna Warner, BAS, MMC, City Clerk

# CITY OF LABELLE



## MINUTES

**Local Planning Agency Meeting**  
Thursday, June 12, 2025, at 5:30 PM

LaBelle Commission Chambers  
481 West Hickpochee Ave  
LaBelle, FL 33975

### **CITY COMMISSION:**

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

### **ADMINISTRATION:**

Tijauna Warner, BAS, 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 5:31 PM.

### 2. Roll Call

PRESENT

Mayor Julie C. Wilkins  
Commissioner Kevin Holland  
Commissioner Jackie Ratica  
Commissioner Bobbie Spratt  
Commissioner Hugo Vargas  
City Attorney Derek Rooney  
Deputy City Clerk Tijauna Warner

### 3. Invocation and Pledge of Allegiance

Commissioner Holland led the invocation, Commissioner Ratica led the Pledge of Allegiance.

### 4. New Business

- A. ORDINANCE 2025 - 02 (first reading) LABELLE CHAPTER 144 DISABLED AMERICAN VETERANS PLANNED UNIT DEVELOPMENT AMENDMENT AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2020-14 FOR THE DISABLED AMERICAN VETERANS FLEA MARKET PLANNED UNIT DEVELOPMENT; ADDING 0.48+/- ACRES TO THE PLANNED UNIT DEVELOPMENT FOR PARKING; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

*Alexis Crespo gave a brief overview of Ordinance 2025 - 02.*

***No public comments.***

**Motion made by Commissioner Spratt to approve Ordinance 2025 - 02, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.**

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

- B. ORDINANCE 2025 - 03 (first reading) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CITY OF LABELLE CODE, CHAPTER 11, ARTICLE V, STREET VENDING; AND AMENDING APPENDIX B, LAND DEVELOPMENT CODE, CHAPTER 4, ARTICLE V, SUPPLEMENTARY DISTRICT REGULATIONS, CREATING SECTION 4-92; AMENDING REGULATIONS RELATING TO MOBILE VENDING; PROVIDING FOR RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

*Alexis Crespo gave a brief overview of Ordinance 2025 - 03.*

***No public comments.***

**Motion made by Commissioner Vargas to approve Ordinance 2025 - 03 with amendments recommended by staff, Seconded by Commissioner Vargas. Mayor**

**Wilkins called for the question. Motion passed unanimously.**

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

-

***Local Planning Agency Recessed at 6:01 PM***

***Local Planning Agency Reconvened at 6:06 PM***

- C. ORDINANCE 2025 - 04 (first reading) THE RESIDENCES AT GRANDE OAKS ANNEXATION AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, ANNEXING A 26.26+/-ACRE PROPERTY LOCATED ¼ MILE SOUTH OF HELMS ROAD AND WEST OF STATE ROAD 29, INTO THE CORPORATE LIMITS OF THE CITY OF LABELLE, FLORIDA; IN ACCORDANCE WITH THE ANNEXATION PROVISIONS OF CHAPTER 171, PART II, FLORIDA STATUTES; REDEFINING THE BOUNDARY LINES OF SAID CITY IN CONFORMANCE THEREWITH; AMENDING THE OFFICIAL BOUNDARY MAP OF THE CITY OF LABELLE, FLORIDA, PROVIDING THAT EXISTING FUTURE LAND USE AND ZONING DESIGNATIONS REMAIN UNTIL CHANGED BY THE CITY ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE 13 DATE.

*Attorney Derek Rooney swore in everyone that wish to speak on all items moving forward.*

*Justyna Gale gave a brief overview of Grande Oaks PUD.*

*Patty Kulak gave a brief overview of Ordinance 2025-04, Ordinance 2025-05, & Ordinance 2025-06.*

***No public comments.***

**Motion made by Commissioner Vargas that the ordinances were not found in compliance with the comprehensive plan, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed 4-1.**

**Voting Yea: Commissioner Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland**

**Voting Nay: Mayor Wilkins**

- D. ORDINANCE 2025 - 05 (first reading) THE RESIDENCES AT GRANDE OAKS 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 26.26+/-ACRE PROPERTY LOCATED ¼ MILE SOUTH OF HELMS ROAD AND WEST OF STATE ROAD 29; AMENDING THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTY FROM UNINCORPORATED HENDRY COUNTY COMPREHENSIVE PLAN "HIGH DENSITY RESIDENTIAL" DESIGNATION TO THE CITY OF LABELLE "OUTLYING MIXED USE" DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
- E. ORDINANCE 2025 - 06 (first reading) THE RESIDENCES AT GRAND OAKS PLANNED UNIT DEVELOPMENT AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 26.26+/-ACRE PROPERTY LOCATED ¼ MILE SOUTH OF HELMS ROAD AND WEST OF STATE ROAD 29, AMENDING THE ZONING DESIGNATION FROM UNINCORPORATED HENDRY COUNTY GENERAL AGRICULTURE (A-2) ZONING DISTRICT TO CITY OF LABELLE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.



---

**5. Adjournment**

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 6:57 PM.

---

Julie C. Wilkins, Mayor

---

ATTEST: Tijauna Warner, BAS, MMC, City Clerk

DRAFT

# CITY OF LABELLE



## MINUTES

### **Regular Commission Meeting**

Thursday, June 12, 2025, at 5:30 PM

LaBelle Commission Chambers  
481 West Hickpochee Ave  
LaBelle, FL 33975

### **CITY COMMISSION:**

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

### **ADMINISTRATION:**

Tijauna Warner, BAS, 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 6:02 PM.

### 2. Roll Call

#### PRESENT

Mayor Julie C. Wilkins  
Commissioner Kevin Holland  
Commissioner Jackie Ratica  
Commissioner Bobbie Spratt  
Commissioner Hugo Vargas  
City Attorney Derek Rooney  
Deputy City Clerk Tijauna Warner

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

None.

### 4. Presentations

#### A. Margaret England Certificate of Recognition

*The City of LaBelle City Commission presented Margaret England with a certificate of recognition.*

#### B. Mary Bartoshuk Certificate of Recognition

*The City of LaBelle City Commission presented Mary Bartoshuk with a certificate of recognition.*

***City Commission Meeting Recessed at 6:06 PM***

***City Commission Reconvened at 7:07 PM***

#### C. FY2023-2024 Audit - Daniel Anderson, Mualdin & Jenkins CPA's & Advisors

*Daniel Anderson gave a brief overview of the City of LaBelle's FY2023-2024 Audit.*

### 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 May Check Register

#### B. Approval of May Minutes:

May 8, 2025 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
- Woodard & Curran- Justin deMello

**Motion made by Commissioner Spratt to approve Consent Agenda Items removing Item D. Code Enforcement Settlement, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously.**  
**Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland**

## 6. 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. Code Enforcement Settlement – LaBelle Rentals

*Kate English represented the LaBelle Rentals and gave a brief statement about her client's support of the settlement.*

**Motion made by Commissioner Spratt to approve the Code Enforcement Settlement with LaBelle Rentals, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.**  
**Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland**

### B. Funding for Capital Improvements

**Motion made by Commissioner Spratt to approve Funding for Capital Improvement Transfer, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.**  
**Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland**

## 7. Public Hearings and/or Ordinances

- A. ORDINANCE 2025-01 (*second reading*) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; ESTABLISHING A MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION MEASURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

*Derek Rooney read Ordinance 2025-01 title into the record.*

**No Public Comments.**

**Motion made by Commissioner Ratica to approve Ordinance 2025-01, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed 4-1.**  
**Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Vargas, Commissioner Holland**  
**Voting Nay: Commissioner Spratt**

B. Hendry County Interlocal Agreement Fuel Tax Revenue

**No Public Comments.**

**Motion made by Commissioner Vargas to approve Hendry County Interlocal Agreement Fuel Tax Revenue, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.**  
**Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland**

- C. ORDINANCE 2025 - 02 (first reading) LABELLE CHAPTER 144 DISABLED AMERICAN VETERANS PLANNED UNIT DEVELOPMENT AMENDMENT AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2020-14 FOR THE DISABLED AMERICAN VETERANS FLEA MARKET PLANNED UNIT DEVELOPMENT; ADDING 0.48+/- ACRES TO THE PLANNED UNIT DEVELOPMENT FOR PARKING; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

*Derek Rooney read Ordinance 2025-02 title into the record.*

**No Public Comments.**

***The City Commission consented to Ordinance 2025-02 moving forward to the second reading.***

- D. ORDINANCE 2025 - 03 (first reading) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CITY OF LABELLE CODE, CHAPTER 11, ARTICLE V, STREET VENDING; AND AMENDING APPENDIX B, LAND DEVELOPMENT CODE, CHAPTER 4, ARTICLE V, SUPPLEMENTARY DISTRICT REGULATIONS, CREATING SECTION 4-92; AMENDING REGULATIONS RELATING TO MOBILE VENDING; PROVIDING FOR RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

***Ordinance 2025-03 moved to the July 12, 2025 City Commission Meeting.***

- E. ORDINANCE 2025 - 04 (first reading) THE RESIDENCES AT GRANDE OAKS ANNEXATION AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, ANNEXING A 26.26+/--ACRE PROPERTY LOCATED ¼ MILE SOUTH OF HELMS ROAD AND WEST OF STATE ROAD 29, INTO THE CORPORATE LIMITS OF THE CITY OF LABELLE, FLORIDA; IN ACCORDANCE WITH THE ANNEXATION PROVISIONS OF CHAPTER 171, PART II, FLORIDA STATUTES; REDEFINING THE BOUNDARY LINES OF SAID CITY IN CONFORMANCE THEREWITH; AMENDING THE OFFICIAL BOUNDARY MAP OF THE CITY OF LABELLE, FLORIDA, PROVIDING THAT EXISTING FUTURE LAND USE AND ZONING DESIGNATIONS REMAIN UNTIL CHANGED BY THE CITY ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE 13 DATE.

***Ordinance 2025-04 was found not in compliance during Local Planning Agency Meeting.***

- F. ORDINANCE 2025 - 05 (first reading) THE RESIDENCES AT GRANDE OAKS 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 26.26+/--ACRE PROPERTY LOCATED ¼ MILE SOUTH OF HELMS ROAD AND WEST OF STATE ROAD 29; AMENDING THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTY FROM UNINCORPORATED HENDRY COUNTY COMPREHENSIVE PLAN "HIGH DENSITY



Regular Commission Meeting  
June 12, 2025

RESIDENTIAL” DESIGNATION TO THE CITY OF LABELLE “OUTLYING MIXED USE” DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

***Ordinance 2025-05 was found not in compliance during Local Planning Agency Meeting.***

- G. ORDINANCE 2025 - 06 (first reading) THE RESIDENCES AT GRAND OAKS PLANNED UNIT DEVELOPMENT AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 26.26+/-ACRE PROPERTY LOCATED ¼ MILE SOUTH OF HELMS ROAD AND WEST OF STATE ROAD 29, AMENDING THE ZONING DESIGNATION FROM UNINCORPORATED HENDRY COUNTY GENERAL AGRICULTURE (A-2) ZONING DISTRICT TO CITY OF LABELLE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

***Ordinance 2025-06 was found not in compliance during Local Planning Agency Meeting.***

- H. RESOLUTION 2025 - 03 495 DAVIS STREET FENCE 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, TO ALLOW FOR A 5-FOOT CHAIN LINK FENCE IN A FRONT YARD THAT EXTENDS BEYOND THE DWELLING UNIT AT THE SUBJECT PROPERTY LOCATED AT 495 DAVIS STREET; IN THE CITY OF LABELLE, FLORIDA; PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

*Derek Rooney read Resolution 2025-03 title into the record.*

*Patty Kulak gave a brief description of Resolution 2025-03.*

***No Public Comments.***

***Motion made by Commissioner Vargas to approve Resolution 2025-03 Variance request at 495 Davis Street, with the following condition(s): The variance request applies to the property described in Exhibit 'A' and the fence is limited to a 5-foot tall, black chain link fence with three 12-wide double gates as shown on the Site Plan, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.***

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

## **8. City Related Business by Commissioners**

*Mayor Wilkins requested to add the appointment residents to the Housing Authority Commission and a commissioner to the Tourist Development Council.*

***Motion made by Commissioner Spratt to approve appointing Sherri Denning and K.C. Lynn to the Housing Authority Commission, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously.***

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

Regular Commission Meeting  
June 12, 2025

**Motion made by Commissioner Spratt to approve the removal of Commissioner Jackie Ratica and the appointment of Commissioner Kevin Holland to the Tourist Development Council, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously.**

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

Mayor Wilkins requested setting the budget workshop dates. A discussion ensued. The City Commission set the following workshop dates and times:

Monday, June 23, 2025 from 3:00pm - 5:00pm  
Thursday July 10, 2025 from 3:00pm - 5:00pm  
Thursday July 24, 2025 from 3:00pm - 5:00pm  
Thursday July, 31, 2025 from 3:00pm - 5:00pm

Mayor Wilkins requested the City Commission's consent to proceed with an agreement whereby the City of LaBelle's Animal Control Department would provide services to the Montura area, with funding to be provided by Hendry County. The proposal includes the addition of two (2) animal control officers and a vehicle to support the expanded coverage. Following discussion, the City Commission granted consent for Hendry County to move forward with the proposed animal control plans.

#### 9. 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, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland**

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 8:22 PM.

\_\_\_\_\_  
Julie C. Wilkins, Mayor

\_\_\_\_\_  
ATTEST: Tijauna Warner, BAS, MMC, City Clerk

# CITY OF LABELLE



## MINUTES

### City Commission Budget Workshop & Special Meeting

Monday, June 23, 2025, at 5:30 PM

LaBelle Commission Chambers  
481 West Hickpochee Ave  
LaBelle, FL 33975

#### CITY COMMISSION:

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

#### ADMINISTRATION:

Tijauna Warner, BAS, 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 3:05 PM.

### 2. Invocation and Pledge of Allegiance

Commissioner Holland led the invocation, Commissioner Vargas led the Pledge of Allegiance.

### 3. Roll Call

PRESENT

Mayor Julie C. Wilkins  
Commissioner Jackie Ratica  
Commissioner Kevin Holland  
Commissioner Bobbie Spratt  
Commissioner Hugo Vargas  
City Attorney Derek Rooney via Teams  
Deputy City Clerk Tijauna Warner

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

None.

### 5. 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. FY2025-2026 Proposed Budget - Utilities

Lilly Davenport provided a detailed overview of the Utility Department's financial position, focusing on revenue, expenses, and net cash flow. The department's overall financial outlook is positive, despite the sewer funds remaining in a deficit. Ms. Davenport emphasized that this is not an immediate concern, given the stability of the utilities as a whole.

#### Key Highlights:

##### Revenue Overview:

- **Presentation Structure:** Budget data is shown under Column D as "Actual\*," which includes audit adjustments and accruals.
- **Data Provided:** FY 2024 actuals, FY 2025 six-month performance (ending March 31), and a 3-year budget comparison.
- **Grant Revenue:** Intergovernmental revenue includes federal and state capital improvement grants. These are largely offset by related capital expenditures, making them revenue neutral.

##### ARPA Funding:

- The city received \$1.1 million in ARPA funds (transferred from the general fund in FY 2023).

- These funds are reflected as deferred revenue until spent and will be released as expenses are incurred.
- Initial estimates suggest \$400,000 will be spent on water projects, but final numbers are pending from contractors and staff.

#### **Charges for Services:**

- Reflects previously approved rate increases for water, sewer, access fees, and reconnect charges.
- Revenue projection adjusted downward (~4%) due to a conservative approach regarding new development activity.
- The decline is offset by increased base rates that took effect in November.

#### **Other Revenue:**

- Interest income was conservatively projected due to market uncertainty.
- Deposits and prepayments are included as cash items, not revenue.

#### **Expenditures Overview:**

##### **Capital Outlay:**

- Includes both funded and unfunded portions of infrastructure and equipment needs.
- Funded improvements (e.g., lift stations and RCM upgrades) are offset by ARPA and DEP grant revenues.
- The unfunded portion will vary based on final grant awards and project costs.

##### **Personnel Costs:**

- Utilities personnel costs rose 47% over the prior year largely due to reallocating expenses from the Streets Department to reflect more accurate labor distribution.
- Net increase for utilities personnel: \$119,000 (a 16.7% rise).
- Includes:
  - 5% COLA (Cost-of-Living Adjustment) for all staff.
  - Management overrides for staff considered under-compensated or over-performing.
  - FICA, retirement (+2%), health (+2.5%), and workers' comp (+18%) cost increases.
  - Final figures for health and workers' comp are pending but expected to align with last year's rise.

Lilly Davenport emphasized a cautious and transparent budgeting approach, balancing realistic revenue projections with increasing operational and capital costs. The department remains financially stable, with positive cash flow and ongoing investment in infrastructure supported by grants and federal funds. Further clarification and updates are expected as project costs are finalized. A discussion ensued.

Mayor Wilkins advised she wants to consider assigning a staff to the LaBelle Muesum a few days out of the week. A discussion ensued. The LaBelle Muesum Donation letter was reviewed by the commission.

**Motion made by Commissioner Ratica to approve donating \$7,500 to the LaBelle Muesum, Seconded by Commissioner Spratt. Mayor Wilkins called for the question.**



City Commission Budget Workshop & Special Meeting  
June 23, 2025

---

**Motion passed unanimously.**

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

**6. Adjournment**

**Motion made by Commissioner Spratt to adjourn the budget workshop/special meeting, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously.**

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 4:06 PM.

---

Julie C. Wilkins, Mayor

---

ATTEST: Tijauna Warner, BAS, MMC, City Clerk



**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:  
June Calls- 61  
June Public Relation Interactions-3

**\*Engine Status**

All Engines in working order

**\*Truck Repairs**

T-13 is currently at the shop getting the valve and hose replacement .

**\*County Response**

- LaBelle Fire Department has responded 60 times for mutual aid to outlining areas.

**\*Station & Ladder**

- Station design is underway. We are awaiting arrival of the Ladder truck.

Thank You,

Chief Brent Stevens  
LaBelle Fire Department  
863-234-8639

Range: First to Last    Issue Date Range: 06/01/25 to 06/30/25    \*\*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 RSRC PL ROW PLANNING	TOTAL ELECTRICAL PL UA LT PLUMBING
Grand Totals:	625,505.39	0	PAID: 0.00 0.00 5,165.80 308.00 0.00	0.00 0.00 0.00 2,000.00	8,445.24 610.40 0.00 180.00
		PERMIT COUNT:	0 22 3 0	0 0 0 2	28 7 0 3

BP SURC2 - Bldg Code Admin & Inspect Brd		BP SURCH - FL Building Commission Surchar	
1. Number of permits issued at the minimum surcharge rate 16 x \$2	\$ 32.00	1. Number of permits issued at the minimum surcharge rate 19 x \$2	\$ 38.00
2. Permit fees collected at other than minimum surcharge	\$ 4,618.20	2. Permit fees collected at other than minimum surcharge	\$ 4,175.20
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5)	\$ 69.27	3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010)	\$ 41.75
4. Total of Lines 1 & 3	\$ 101.27	4. Total of Lines 1 & 3	\$ 79.75
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 10.13	5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 7.98
6. Surcharge amount due (line 4 less line 5)	\$ 91.14	6. Surcharge amount due (line 4 less line 5)	\$ 71.77

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

Range: PID: First to Last  
:  
:  
Range of Codes: BUI to BUI  
Range of Batch Ids: First to Last  
Range of Sections: First to Last  
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  
Print Only Miscellaneous w/Utility Id: N

Range of Util Accounts: First to Last  
Range of Customers: First to Last  
Range of Years: First to 2026  
Range of Dates: 06/01/25 to 06/30/25  
Name to Print: Bill To  
Range of Periods: 1 to 12  
Sort Miscellaneous Payments by Utility Account: N

Code Description		Count	----- Arrears/Other	Principal Fiscal 2024	Fiscal 2025	Fiscal 2026	Interest	Total
BUI BUILDING DEPT PYMTS		78	6,141.92	0.00	0.00	0.00	0.00	6,141.92
Invoice Payments		78	6,141.92	0.00	0.00	0.00	0.00	6,141.92
Payments Total:		78	6,141.92	0.00	0.00	0.00	0.00	6,141.92
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:		78	6,141.92	0.00	0.00	0.00	0.00	6,141.92
Total Cash:		135.00						
Total Check:		5,167.06						
Total Credit:		20.00						
Total V Term:		819.86						

**Hugo Vargas**  
Commissioner

**Kevin Holland**  
Commissioner



**Jackie Ratica**  
Commissioner

**Bobbie Spratt**  
Commissioner

*"The City of Oaks"*

**Julie C. Wilkins**  
Mayor

## Code Enforcement Report

JUNE 2025

**6/01/2025 – 6/30/2025**

Code Enforcement is currently working on hundred and eight open cases with twenty-four being opened and fourteen being closed in June. Five citizen complaints were investigated, hundred and twelve inspections were completed, thirty courtesy notices, and five violation/hearing notices were mailed out. Eighteen cases were heard by the code enforcement special magistrate, and twenty-nine lien searches were conducted.

### **City dock,**

The city dock had 18 reservations and \$499.54 was deposited to the city

### **Public safety,**

AEDs have been mounted in city buildings and vehicles. Four meetings were conducted with centegix, and the installation of the hardware has been scheduled.

### **Emergency management,**

One advisory was sent out by the EOC

Zane Mungillo  
Code Enforcement



Via Electronic Mail

November 16, 2023



Julie Wilkins, Mayor  
City of LaBelle, FL  
481 West Hickpochee Ave.  
LaBelle, FL 33935

Re: Professional Engineering Services  
Vulnerability Assessment

Dear Mayor Wilkins:

Woodard & Curran, Inc. (W&C) appreciates the opportunity to provide this proposal for professional engineering services to develop a Vulnerability Assessment (VA) for the City of LaBelle (City) under their recently awarded Resilient Florida Program Planning Grant.

## **BACKGROUND**

The City intends to prepare a VA to address concerns relative to the impacts of climate change, including flooding, increases in rainfall intensity, groundwater levels and other applicable factors. The VA will identify critical assets located within the City and evaluate their vulnerability to the 100-year, 24-hour design storm. The VA Report will detail the findings, including illustrations via maps and tables, based on the statutory scenarios and standards outlined in the Technical Standards Guidance; a final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) by which it was impacted.

## **SCOPE OF SERVICES**

The tasks and deliverables described below have been developed in accordance with the Florida Department of Environmental Protection (FDEP) Grant Work Plan, Agreement No. 23PLN115 (LaBelle), Attachment 3. VAs are standardized to meet the requirements of Florida Statute, 380.093, and to maximize funding received from the FDEPs Resilient Florida Program Grant Award. Task descriptions, and deliverables are as follows:

### **Task 1: Kickoff Meeting**

W&C will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: W&C will provide the following: 1) meeting agenda to include location, date, and time of meeting; 2) meeting sign-in sheets or attendance records with attendee names and affiliation; 3) a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; 4) kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.



## **Task 2: Acquire Background Data**

W&C will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at W&C's discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, W&C shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. W&C shall rectify gaps in necessary data or identify future efforts needed to do so.

Deliverables: W&C will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

## **Task 3: Exposure Analysis**

W&C will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: W&C will provide the following: 1) a draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

## **Task 4: Sensitivity Analysis**

W&C will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.



**Deliverables:** W&C will provide the following: 1) an updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

#### **Task 5: Identify Focus Areas**

W&C will identify focus areas, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** W&C will provide the following: 1) a report summarizing the areas identified as focus areas, with justification for choosing each area; 2) tables listing each focus area with any critical assets that are contained inside the focus area; 3) maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and 4) GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

#### **Task 6: Final Vulnerability Assessment Report, Maps, and Tables**

W&C will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** W&C will provide the following: 1) Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.



### **Task 7: Public Presentations**

W&C will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: W&C will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e., local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e., social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

### **Task 8: Local Mitigation Strategy**

The results of the VA can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. W&C will support the City in working with the Local Mitigation Strategy Working Group (LMSWG) to ensure the VA Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: W&C will support the City with the submittal of a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: 1) VA Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; 2) VA Report will be included as an appendix to the next iteration of the LMS Plan; and 3) the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

### **Task 9: Adaptation Plan**

W&C will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: W&C will provide the final AP or Report.



SCHEDULE

W&C anticipates completing the proposed scope of work within eight (8) months from authorization to proceed.

BUDGET

W&C proposes to complete the scope of work for a lump sum fee of \$150,000.00 in accordance with the table below:

Description of Work	Budget
Task 1: Kickoff Meeting	\$5,000.00
Task 2: Acquire Background Data	\$30,000.00
Task 3: Exposure Analysis	\$30,000.00
Task 4: Sensitivity Analysis	\$30,000.00
Task 5: Identify Focus Areas	\$10,000.00
Task 6: Final Vulnerability Assessment Report, Maps, and Tables	\$20,000.00
Task 7: Public Presentations	\$5,000.00
Task 8: Local Mitigation Strategy	\$5,000.00
Task 9: Adaptation Plan	\$15,000.00
Total Fee	\$150,000.00

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the General Civil Engineering Services Master Agreement between Woodard & Curran, Inc., and City of LaBelle, dated October 13, 2022.

ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

- The VA will be developed based on a desktop level evaluation supplemented with field observations and interviews with City staff, as noted above. The scope of work does not include field survey or conditions assessment of subsurface stormwater infrastructure facilities. Additional field investigation needs, necessary to implement



future capital improvement projects, will be identified in the VA for future funding considerations.

- Flood scenario-related data will be obtained from available studies prepared by FEMA, the County or local municipality.
- Detailed hydrologic and hydraulic capacity calculations and studies, necessary for the design, permitting and construction of improvements will not be performed as part of the VA.
- W&C assumes copies of all documents noted above will be provided by the City at no cost.
- Scope of Work does not include a detailed engineer's opinion of probable cost. We will provide an order-of-magnitude cost to each recommendation (i.e., higher/lower comparison).

## CLOSING

We greatly appreciate this opportunity to offer our professional engineering services. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files. Please feel free to call me at 863.354.4416 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

Justin deMello, PE  
Client Manager

JD/la

Enclosure(s)

PN: 023532.11




IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.




**AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

CITY OF LABELLE, FL

 11/16/2023  
Signature Date  
Justin deMello, PE  
Name (printed)  
Vice President  
Title

 2/8/24  
Signature Date  
Julie C. Wilkins  
Name (printed)  
Mayor  
Title

Via Electronic Mail

June 18, 2025



Julie Wilkins, Mayor  
City of LaBelle, FL  
481 West Hickpochee Ave.  
LaBelle, FL 33935

Re: Amended and Restated Task Order for Resilient Florida Vulnerability Assessment  
Professional Engineering Services

Dear Mayor Wilkins:

In 2023, the City of LaBelle authorized Woodard & Curran to perform a city-wide Vulnerability Assessment in accordance with the requirements of the City's Planning Grant No. 23PLN115 awarded by FDEP's Resilient Florida Program. The work proposed in the original task order has since been completed, presented, and subsequently accepted by the City. In order to close out the grant agreement and complete the reimbursement process, FDEP requires that Attachment 8-A (Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements) be incorporated into the language of our task order.

*We therefore submit for the City's approval this Amended and Restated Task Order, whose sole purpose is to incorporate these revised contract provisions by including Attachment 8-A as an attachment to this task order. No other changes have been made to the original task order scope, schedule, or fee.*

Woodard & Curran, Inc. (W&C) appreciates the opportunity to provide this proposal for professional engineering services to develop a Vulnerability Assessment (VA) for the City of LaBelle (City) under their recently awarded Resilient Florida Program Planning Grant.

## **BACKGROUND**

The City of intends to prepare a VA to address concerns relative to the impacts of climate change, including flooding, increases in rainfall intensity, groundwater levels and other applicable factors. The VA will identify critical assets located within the City and evaluate their vulnerability to the 100-year, 24-hour design storm. The VA Report will detail the findings, including illustrations via maps and tables, based on the statutory scenarios and standards outlined in the Technical Standards Guidance; a final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) by which it was impacted.

## **SCOPE OF SERVICES**

The tasks and deliverables described below have been developed in accordance with the Florida Department of Environmental Protection (FDEP) Grant Work Plan, Agreement No. 23PLN115 (LaBelle), Attachment 3. VAs are standardized to meet the requirements of Florida Statute,



380.093, and to maximize funding received from the FDEPs Resilient Florida Program Grant Award. Task descriptions, and deliverables are as follows:

### **Task 1: Kickoff Meeting**

W&C will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: W&C will provide the following: 1) meeting agenda to include location, date, and time of meeting; 2) meeting sign-in sheets or attendance records with attendee names and affiliation; 3) a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; 4) kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

### **Task 2: Acquire Background Data**

W&C will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at W&C's discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, W&C shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. W&C shall rectify gaps in necessary data or identify future efforts needed to do so.

Deliverables: W&C will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

### **Task 3: Exposure Analysis**

W&C will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.



**Deliverables:** W&C will provide the following: 1) a draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

#### **Task 4: Sensitivity Analysis**

W&C will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Deliverables:** W&C will provide the following: 1) an updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

#### **Task 5: Identify Focus Areas**

W&C will identify focus areas, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** W&C will provide the following: 1) a report summarizing the areas identified as focus areas, with justification for choosing each area; 2) tables listing each focus area with any critical assets that are contained inside the focus area; 3) maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and 4) GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

#### **Task 6: Final Vulnerability Assessment Report, Maps, and Tables**

W&C will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** W&C will provide the following: 1) Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-



required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.



### **Task 7: Public Presentations**

W&C will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: W&C will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

### **Task 8: Local Mitigation Strategy**

The results of the VA can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. W&C will support the City in working with the Local Mitigation Strategy Working Group (LMSWG) to ensure the VA Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: W&C will support the City with the submittal of a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: 1) VA Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; 2) VA Report will be included as an appendix to the next iteration of the LMS Plan; and 3) the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

### **Task 9: Adaptation Plan**

W&C will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: W&C will provide the final AP or Report.





SCHEDULE

W&C anticipates completing the proposed scope of work within eight (8) months from authorization to proceed.

BUDGET

W&C proposes to complete the scope of work for a lump sum fee of \$100,000.00 in accordance with the table below:

Description of Work	Budget
Task 1: Kickoff Meeting	\$5,000.00
Task 2: Acquire Background Data	\$30,000.00
Task 3: Exposure Analysis	\$30,000.00
Task 4: Sensitivity Analysis	\$30,000.00
Task 5: Identify Focus Areas	\$10,000.00
Task 6: Final Vulnerability Assessment Report, Maps, and Tables	\$20,000.00
Task 7: Public Presentations	\$5,000.00
Task 8: Local Mitigation Strategy	\$5,000.00
Task 9: Adaptation Plan	\$15,000.00
<b>Total Fee</b>	<b>\$150,000.00</b>

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the General Civil Engineering Services Master Agreement between Woodard & Curran, Inc. and City of LaBelle, FL dated October 13, 2022.

ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

- The VA will be developed based on a desktop level evaluation supplemented with field observations and interviews with City staff, as noted above. The scope of work does not include field survey or conditions assessment of subsurface stormwater infrastructure facilities. Additional field investigation needs, necessary to implement future capital improvement projects, will be identified in the VA for future funding considerations.



- Flood scenario-related data will be obtained from available studies prepared by FEMA, the County or local municipality.
- Detailed hydrologic and hydraulic capacity calculations and studies, necessary for the design, permitting and construction of improvements will not be performed as part of the VA.
- W&C assumes copies of all documents noted above will be provided by the City at no cost.
- Scope of Work does not include a detailed engineer's opinion of probable cost. We will provide an order-of-magnitude cost to each recommendation (i.e., higher/lower comparison).

## CLOSING

We greatly appreciate this opportunity to offer our professional engineering services. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files. Please feel free to call me at 863.354.4416 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

Justin deMello, PE  
Client Manager

JD/la

Enclosure(s)

PN: 0234532.11

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.



**AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

CITY OF LABELLE, FL

Signature	Date
Justin deMello, PE	
Name (printed)	
Vice President	
Title	

Signature	Date
Julie C. Wilkins	
Name (printed)	
Mayor	
Title	

## ATTACHMENT 8-A

### Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

#### **2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

##### **1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

##### **2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

##### **3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

#### **Attachment 8-A**

1 of 6

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### 4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

### Attachment 8-A

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

## ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

## **Attachment 8-A**

3 of 6

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

**Attachment 8-A**

4 of 6



The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**DEPARTMENT OF TREASURY-SPECIFIC**

**1. Civil Rights Compliance**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients’ compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient’s compliance with Title VI, along with other questions and assurances.

**SLFRF-SPECIFIC**

**1. Period of Performance**

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

**2. Equipment and Real Property Management**

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

**SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

**SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION**

For infrastructure projects over \$10 million, the following provisions apply:

**1. Wage Certification**

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

**2. Project Labor Agreements**

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
  - ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
  - iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
  - iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
  - v. Whether the project has completed a labor agreement.
3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

### **SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

## Statement of Financial Position - 01/01 - 05/30/25

Section 6, Item E.

## LABELLE DOWNTOWN REVITALIZATION CORPORATION

As of May 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
Current Assets	
Bank Accounts	
1010 SYN - Checking	108,296.96
1015 QuickBooks Checking Account	970.10
1030 Petty cash	
<b>Total for Bank Accounts</b>	<b>\$109,267.06</b>
Accounts Receivable	
Other Current Assets	
1004 Uncategorized Asset	
1005 Undeposited Funds	4,910.00
<b>Total for Other Current Assets</b>	<b>\$4,910.00</b>
<b>Total for Current Assets</b>	<b>\$114,177.06</b>
Fixed Assets	
1000 Assets	0
1001 Equipment & Fixtures	2,589.00
<b>Total for 1000 Assets</b>	<b>\$2,589.00</b>
1002 Accumulated Depreciation	-1,449.00
<b>Total for Fixed Assets</b>	<b>\$1,140.00</b>
Other Assets	
1006 Exchange	
<b>Total for Other Assets</b>	<b>0</b>
<b>Total for Assets</b>	<b>\$115,317.06</b>
<b>Liabilities and Equity</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Credit Cards	
1020 Credit Card	1,143.13
<b>Total for Credit Cards</b>	<b>\$1,143.13</b>
Other Current Liabilities	
<b>Total for Current Liabilities</b>	<b>\$1,143.13</b>
Long-term Liabilities	
<b>Total for Liabilities</b>	<b>\$1,143.13</b>
Equity	
3100 Unrestricted Funds	89,967.65
Net Income	24,206.28
3000 Opening Bal Equity	
<b>Total for Equity</b>	<b>\$114,173.93</b>
<b>Total for Liabilities and Equity</b>	<b>\$115,317.06</b>

# Statement of Activity

Section 6, Item E.

## LABELLE DOWNTOWN REVITALIZATION CORPORATION

January 1-May 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
4100 Donations & Contributions	15,773.00
4200 Grants	0
4210 Advertising Grant	5,000.00
<b>Total for 4200 Grants</b>	<b>\$5,000.00</b>
4300 Event Income	0
4310 Vendor Fee	2,218.72
4315 Food Truck Fees	254.96
4319 Smoke Under the Oak Fees	1,800.00
4330 Concessions Sales	0
4331 Alcohol Income	6,832.00
4332 Rib Sales	27,045.14
<b>Total for 4330 Concessions Sales</b>	<b>\$33,877.14</b>
4360 Event Sponsorships	0
4361 Corporate Sponsor	6,800.00
<b>Total for 4360 Event Sponsorships</b>	<b>\$6,800.00</b>
<b>Total for 4300 Event Income</b>	<b>\$44,950.82</b>
4530 Sales of Merchandise	0
4531 T-Shirt Sales	633.51
<b>Total for 4530 Sales of Merchandise</b>	<b>\$633.51</b>
Sales Tax	-2,128.72
<b>Total for Income</b>	<b>\$64,228.61</b>
Cost of Goods Sold	
<b>Gross Profit</b>	<b>\$64,228.61</b>
Expenses	
5100 Administrative Expenses	0
5110 Payroll	7,604.66
5115 Payroll Taxes	1,065.61
5120 Accounting/Bookkeeping	57.76
5125 Dues & Subscriptions	1,004.16
5130 Office Supplies	128.96
5140 Insurance	598.93
5150 Bank Fees & Processing	77.03
5160 Utilities	821.91
5180 Printing	28.51
<b>Total for 5100 Administrative Expenses</b>	<b>\$11,387.53</b>
5200 Program & Event Expenses	0
5210 Event Supplies	596.33
5215 Event Rentals & Permits	3,624.90
5240 Shirts and Merch Printing	-370.00

# Statement of Activity

Section 6, Item E.

## LABELLE DOWNTOWN REVITALIZATION CORPORATION

January 1-May 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
5245 Concession Expenses	0
5246 Alcohol	2,030.88
5247 Ribs	13,384.39
<b>Total for 5245 Concession Expenses</b>	<b>\$15,415.27</b>
5250 Marketing & Promotion	0
5251 Advertising	3,676.13
<b>Total for 5250 Marketing &amp; Promotion</b>	<b>\$3,676.13</b>
5300 Fundraising Expenses	0
5301 Cash Prizes	3,000.00
5303 Meals and Entertainment	150.00
<b>Total for 5300 Fundraising Expenses</b>	<b>\$3,150.00</b>
<b>Total for 5200 Program &amp; Event Expenses</b>	<b>\$26,092.63</b>
5400 Board & Committee	0
5410 Board Retreats & Training	0
5411 Travel Expenses	\$292.42
5412 Fuel	329.64
5413 Travel Meals	53.37
<b>Total for 5411 Travel Expenses</b>	<b>\$675.43</b>
5415 Training Fees	75.00
<b>Total for 5410 Board Retreats &amp; Training</b>	<b>\$750.43</b>
<b>Total for 5400 Board &amp; Committee</b>	<b>\$750.43</b>
5500 Professional Services	1,791.74
<b>Total for Expenses</b>	<b>\$40,022.33</b>
<b>Net Operating Income</b>	<b>\$24,206.28</b>
Other Income	
Other Expenses	
<b>Net Other Income</b>	<b>0</b>
<b>Net Income</b>	<b>\$24,206.28</b>



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

**To:** Honorable Mayor and City Commission  
**Prepared By:** Fire Chief Brent Stevens  
**Date of Meeting:** 07/10/2025  
**Date Submitted:** 06/30/2025  
**Title of Agenda Item:** HCSO CAD MOU  
**Agenda Location:** Consent Agenda Item

---

**Report in brief:**

MOU between the City of LaBelle & the Hendry County Sheriff's Office for the use of the CAD. This system will provide mapping, call notes, and times readily available in all our fire units via IPAD.

**Staff Comments:** MOU has been reviewed & approved by Derek.

**Fiscal Impact: 2025 -**

Has the request been budgeted? Yes No

If yes, expected cost and account name.

If no, amount needed and proposed account:

**Recommended Actions:** Review and Approve

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HENDRY COUNTY SHERIFF'S OFFICE  
AND  
THE CITY OF LABELLE COMMISSIONERS  
FOR THE  
USE OF THE SMARTCOP COMPUTER AIDED DISPATCH SYSTEM AND  
OTHER  
SMARTCOP APPLICATIONS

This Memorandum of Understanding, herein referred to as MOU, is made between the Hendry County Sheriff's Office, herein referred to as HCSO, and the City of LaBelle Commissioners, herein referred to as the City.

NOW THEREFORE, in consideration of the promises set forth herein and other good and valuable considerations, the parties agree as follows:

- 1.) The City agrees to the following:
  - a. HCSO will have full and total access (24/7) and use of
    - i. Any City Servers or Services that are used to run or support SmartCop Applications
    - ii. Any database(s) used for SmartCop Applications
    - iii. SmartCop Computer Aided Dispatch System ("CAD") and SmartCop Applications
    - iv. All network layers (OSI model)
    - v. Full dominion and control over any device(s) that connects to HCSO networks and or infrastructure.
    - vi. Any SmartCop Application backups.



- vii. Any program that links to SmartCop Applications, including but not limited to programs that are bridged (linked) to retrieve CAD or any other data from SmartCop Applications.
- b. HCSO will have sole administrative control and rights over any device that will be used for the SmartCop Applications.
- c. All City Personnel with access to SmartCop Applications or devices will be fingerprinted by HCSO as retained Applicants.
- d. Any device used to access SmartCop Applications or any device that accesses the HCSO network or infrastructure will be stored in a secure building or locked vehicle/apparatus.
- e. HCSO will have the final say in whether a user receives access to SmartCop Applications.
  - i. Any user denied access to SmartCop Applications by HCSO will not be allowed to have access to any office, apparatus, or other location where devices with SmartCop Applications are stored or otherwise located.
- f. The City will purchase device(s) used to access SmartCop Applications.
- g. The City will provide the cellular or internet connection for any device used to access SmartCop Applications.
- h. The City is responsible for the cost of replacement or repair of any device.
- i. The City will use the Mobile Device Management Software ("MDM") chosen by HCSO.
- j. The City will pay for the cost of each license required to access the SmartCop Applications, except for the MDM.

- k. The City will turn over any device used to access SmartCop Applications once the device has reached end of life or is considered obsolete so it can be properly disposed of per CJIS security policies.
  - l. City Personnel with access to SmartCop Applications or devices with SmartCop Applications will complete security awareness training in accordance with CJIS security policies.
  - m. City will provide each SmartCop Application User with their own individual e-mail account.
  - n. City will choose a TOTP authenticator (i.e. Duo, Microsoft Authenticator, Google Authenticator) and provide each SmartCop Application User with a multi-factor authentication account.
- 2.) HCSO agrees to the following:
- a. HCSO will provide Information and Technology ("IT) support to the City for any and all devices used to access SmartCop Applications.
  - b. HCSO will conduct all background investigations on those who will have access to SmartCop Applications.
  - c. HCSO will manage the retained prints of all of the City Personnel that have access to SmartCop Applications.
  - d. HCSO will be responsible for the cost and maintenance of the MDM.
  - e. HCSO will be responsible for the yearly maintenance fee related to SmartCop Applications.
  - f. HCSO will manage the security awareness training for the City Personnel

- 3.) Both Parties agree to the following:
- a. All CJIS security policies and requirements shall be followed
  - b. Access to Criminal Justice Information ("CJI") will be limited to only information necessary to complete the assigned task.
  - c. HCSO will advise the City on Criminal Justice Information System compliance matters, including providing audits to security practices to ensure compliance, and any other security rules or regulations applicable to the SmartCop Applications.
- 4.) This MOU shall be in effect upon the last signing party's signature and shall be in place until and unless either party provides sixty (60) days written notice of intent to terminate or cancel.
- 5.) This agreement shall be governed by the laws of the State of Florida. The exclusive venue for any litigation that arises out of this agreement or between parties whatsoever shall be in the State court located in Hendry County, Florida and the Federal Court located in Lee County, Florida.
- 6.) Notwithstanding, nothing in this agreement or any attachments, exhibits, amendments, addendums, or any other document related to this agreement is intended nor shall it be construed or interpreted to waive or modify either party's immunities and limitations on liability provided for in Florida State Statute 768.28 as now worded or as may hereafter be amended and the strict financial limitations set forth therein. Said limitations shall be applicable to all claims or defenses including but not limited to those arising under contract or tort (including negligence.)
- 7.) Any future amendment or modification of, or supplement to this agreement will be effective only if it is in writing signed by both the City and HCSO.

- 8.) No waiver by any party of any provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.
- 9.) Nothing herein is intended, nor shall be construed as creating any rights, claims, duties, or obligations as regards any person or entity not a signatory to this agreement.
- 10.) Subject to the limitations set forth in Florida State Statute 768.28, each party shall hold harmless the other, and it's employees, of and from any and all claims (direct and derivative), damages, costs, expenses, demands of whatsoever kind in nature, and causes of action, arising from or related to the respective party's performance, nonperformance, action(s), and/or failure(s) to act related to any duty or obligation imposed pursuant to this agreement.
- 11.) City shall hold HCSO harmless from any liability arising from City's performance of this agreement and HCSO shall hold City harmless from any liability arising from HCSO's performance of this agreement. Nothing in this paragraph waives any immunity provided by laws for rights under the Florida Tort Claims Act as those relate to third-party claims against one or the other.

IN WITNESS WHEREOF, the parties agree to the terms provided herein and have caused this agreement to be duly executed as of the day and year set forth herein.

HENDRY COUNTY SHERIFF'S OFFICE

STEVE WHIDDEN, SHERIFF  
483 E. COWBOY WAY  
LABELLE, FLORIDA 33935  
(863) 674-5600

CITY OF LABELLE  
COMMISSION

Julie C. Wilkins, MAYOR  
481 W. Hickpochee Ave  
LaBelle, FLORIDA 33935  
(863) 675-2872

BY: \_\_\_\_\_

Steve Whidden, Sheriff

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Julie C. Wilkins, Mayor

DATE: \_\_\_\_\_



City of LaBelle Board of Commissioners  
Agenda Request

**To:** Honorable Mayor and City Commission  
**Prepared By:** Fire Chief Brent Stevens  
**Date of Meeting:** 07/10/2025  
**Date Submitted:** 06/30/2025  
**Title of Agenda Item:** Sale of R12 & E11  
**Agenda Location:** Consent Agenda Item

---

**Report in brief:**

These trucks are surplus that the county is not interested in. Brindlee Mountain specializes in purchasing fire apparatuses & we have sold trucks to them in the past.

**Staff Comments:** Request Board approval to sell.

**Fiscal Impact: 2025 -**

Has the request been budgeted? Yes No

If yes, expected cost and account name.

If no, amount needed and proposed account:

**Recommended Actions:** Review and Approve



**BRINDLEE MOUNTAIN FIRE APPARATUS**  
 15410 Hwy, Union Grove, AL 35175 - (256) 776-7786

### **PURCHASE OFFER**

Reference: 1998 Pierce International Pumper from LaBelle Fire Department - FL (the "Apparatus")  
 Date Quoted: 06/19/2025

Brent Stevens,

Thank you for allowing Brindlee Mountain Fire Apparatus, LLC ("BMFA") the opportunity to provide an offer to purchase the Apparatus. We are pleased to offer LaBelle Fire Department - FL ("Seller") \$10,000 for the purchase of the Apparatus, subject to the terms and conditions set forth herein.

The offer is valid for acceptance by Seller until 07/19/2025. **Seller must communicate acceptance of this offer to BMFA via email or otherwise in writing on or before 07/19/2025.** If Seller accepts this offer on or before the date set forth above, this offer becomes a contract of purchase and sale of the Apparatus.

Seller shall release the Apparatus to BMFA on or before 08/19/2025. All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Apparatus and shall be released to BMFA.;The apparatus tires shall not be older than 7 years, and shall have a minimum tread depth of 4/32 on steering axles, 2/32 on non-steering axles, and no punctures, cuts to the cord, bulges or sidewall separation.

BMFA shall pay Seller the full purchase price via Check or Wire Transfer at the time of or prior to the release of the Apparatus.

Seller shall provide a pump test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA, including proper operation of the pressure governor, relief valve, primer, and foam system if applicable.

The quote is contingent on the Seller providing NDT or ultrasound results confirming that any rusted frame and/or structural components meet OEM specifications. If such documentation is not provided, the quote will be considered invalid.

Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.

Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, flood, and material rust or delamination on frame rails or structural components) has been disclosed to BMFA prior to Seller's acceptance of this offer. Seller shall immediately disclose to BMFA any damage to the Apparatus occurring after Seller's acceptance of this offer. In the event of such damage, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account

for such damage and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment.

Prior to payment of the purchase price by BMFA, Seller shall provide BMFA with a copy of the title (or in the circumstance set forth below the manufacturer's statement of origin or certificate of origin ("MSO or MCO") of the Apparatus reflecting the Seller as the owner of the Apparatus. Seller represents and warrants that the Apparatus will be sold to BMFA free and clear of any liens or other encumbrances. Seller shall deliver the vehicle title for the Apparatus, free of all liens, to BMFA within ten (10) days after final payment by BMFA. An MSO or MCO is acceptable only from original vehicle manufacturer and is not considered as proof of ownership from the Seller except when the state in which the purchaser is located does not require registration or title on emergency vehicles and a copy of that state's current law or statute clearly stating the exemption is provided by Seller with the MSO or MCO.

The apparatus must be completely drained of water and foam prior to shipment or being stored outside prior to shipment. To effectively drain the truck of water, remove all caps and plugs (store on the truck in a compartment), open all intake/discharge valves halfway, and open all drain valves to include the pump cooler and auxiliary cooler. Failure to drain all water from the truck prior to shipment could result in damage to the fire apparatus and corresponding repairs will be performed at the expense of the seller. Any foam agent left on the apparatus will be properly removed and disposed of according to current safety and environmental standards at the expense of the seller.

BMFA's obligation to purchase the Apparatus is contingent upon Seller's representations and warranties hereunder being true and correct and Seller's performance of its obligations hereunder. In the event Seller's representations and warranties hereunder are not true and correct or Seller does not perform its obligations hereunder, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such matters and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment. BMFA's remedies set forth herein are in addition to any and all other rights and remedies that may be available to BMFA at law, at equity or otherwise.

This offer shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.



**Accept & Sign**

**Seller**

Signature:

Date:

**Brindlee Mountain Fire Apparatus**

Signature:

Date:





**BRINDLEE MOUNTAIN FIRE APPARATUS**  
 15410 Hwy, Union Grove, AL 35175 - (256) 776-7786

### **PURCHASE OFFER**

Reference: 2008 Ford F-550 4x4 Light Rescue from LaBelle Fire Department - FL (the "Apparatus")  
 Date Quoted: 06/19/2025

Brent Stevens,

Thank you for allowing Brindlee Mountain Fire Apparatus, LLC ("BMFA") the opportunity to provide an offer to purchase the Apparatus. We are pleased to offer LaBelle Fire Department - FL ("Seller") \$15,000 for the purchase of the Apparatus, subject to the terms and conditions set forth herein.

The offer is valid for acceptance by Seller until 07/19/2025. **Seller must communicate acceptance of this offer to BMFA via email or otherwise in writing on or before 07/19/2025.** If Seller accepts this offer on or before the date set forth above, this offer becomes a contract of purchase and sale of the Apparatus.

Seller shall release the Apparatus to BMFA on or before 08/19/2025. All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Apparatus and shall be released to BMFA.;The apparatus tires shall not be older than 7 years, and shall have a minimum tread depth of 4/32 on steering axles, 2/32 on non-steering axles, and no punctures, cuts to the cord, bulges or sidewall separation.

BMFA shall pay Seller the full purchase price via Check or Wire Transfer at the time of or prior to the release of the Apparatus.

No pump test required

The quote is contingent on the Seller providing NDT or ultrasound results confirming that any rusted frame and/or structural components meet OEM specifications. If such documentation is not provided, the quote will be considered invalid.

Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.

Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, flood, and material rust or delamination on frame rails or structural components) has been disclosed to BMFA prior to Seller's acceptance of this offer. Seller shall immediately disclose to BMFA any damage to the Apparatus occurring after Seller's acceptance of this offer. In the event of such damage, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such damage and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment.

Prior to payment of the purchase price by BMFA, Seller shall provide BMFA with a copy of the title (or in the circumstance set forth below the manufacturer's statement of origin or certificate of origin ("MSO or MCO") of the Apparatus reflecting the Seller as the owner of the Apparatus. Seller represents and warrants that the Apparatus will be sold to BMFA free and clear of any liens or other encumbrances. Seller shall deliver the vehicle title for the Apparatus, free of all liens, to BMFA within ten (10) days after final payment by BMFA. An MSO or MCO is acceptable only from original vehicle manufacturer and is not considered as proof of ownership from the Seller except when the state in which the purchaser is located does not require registration or title on emergency vehicles and a copy of that state's current law or statute clearly stating the exemption is provided by Seller with the MSO or MCO.

The apparatus must be completely drained of water and foam prior to shipment or being stored outside prior to shipment. To effectively drain the truck of water, remove all caps and plugs (store on the truck in a compartment), open all intake/discharge valves halfway, and open all drain valves to include the pump cooler and auxiliary cooler. Failure to drain all water from the truck prior to shipment could result in damage to the fire apparatus and corresponding repairs will be performed at the expense of the seller. Any foam agent left on the apparatus will be properly removed and disposed of according to current safety and environmental standards at the expense of the seller.

BMFA's obligation to purchase the Apparatus is contingent upon Seller's representations and warranties hereunder being true and correct and Seller's performance of its obligations hereunder. In the event Seller's representations and warranties hereunder are not true and correct or Seller does not perform its obligations hereunder, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such matters and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment. BMFA's remedies set forth herein are in addition to any and all other rights and remedies that may be available to BMFA at law, at equity or otherwise.

This offer shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.



**Accept & Sign**

**Seller**

Signature:

Date:

**Brindlee Mountain Fire Apparatus**

Signature:

Date:

## RESOLUTION NO. 2025 - 04

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, RENAMING COLLIER STREET TO “NORA’S LANE” WITHIN THE CITY LIMITS OF LABELLE IN HENDRY COUNTY, FLORIDA; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of LaBelle, Florida (the "City"), is authorized pursuant to its municipal powers to name and rename streets within its jurisdiction; and

**WHEREAS**, the City has received a request to rename Collier Street, located within the City of LaBelle, Hendry County, Florida, to “Nora’s Lane” in honor of the life and legacy of Mrs. Nora Ned, a beloved and longstanding member of community; and

**WHEREAS**, all affected property owners and relevant agencies have been notified in accordance with City procedures; and

**WHEREAS**, the City Commission finds that renaming Collier Street to Nora’s Lane serves a public interest and promotes the historical, cultural, or commemorative value for the City and its residents; and

**WHEREAS**, the City will coordinate with Hendry County 911 addressing and mapping authorities, utility providers, and emergency services to ensure a smooth transition and avoid duplication or confusion.

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

**Section 1.** Street Renaming. The street currently known as Collier Street, within the City of LaBelle, is hereby officially renamed to “Nora’s Lane.”

**Section 2.** Transmittal and Implementation. City staff is directed to:

- Notify the Hendry County Property Appraiser, Hendry County 911/Emergency Services, United States Postal Service, and utility providers;
- Update all applicable maps and records;
- Install appropriate new street signage, and if necessary, maintain dual signage during a transition period.

**Section 3.**     Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.**     Severability. If any provision of this resolution is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

**PASSED** and **ADOPTED** this 10<sup>th</sup> day of July 2025.

\_\_\_\_\_  
Julie C. Wilkins, Mayor

**ATTEST:**

\_\_\_\_\_  
Tijauna Warner, Deputy City Clerk

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

\_\_\_\_\_  
Derek Rooney, City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

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

**From:** [Joe LaFalce](#)  
**To:** [Tia Warner](#)  
**Subject:** Collier ave name change  
**Date:** Wednesday, June 4, 2025 12:59:09 PM

---

[You don't often get email from joe\_lafalce@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Hello,

I am against re-naming collier Ave to Nora's Lane. There is 2 small parks in the area that would be more appropriately suited for the name change. I own 2 lots on that street and am not interested in changing the name. The county can't even send me my tax bills every year as it is, changing the name would just cause more issues in my opinion.

Thank you

Joe LaFalce

(239) 298-0213  
Sent from my iPhone



**CITY OF LABELLE, FLORIDA**  
**Planning Staff Report**  
**for**  
**Mobile Food Vending Ordinance**

<b><u>TYPE OF CASE:</u></b>	Land Development Code Amendment
<b><u>STAFF REVIEWER:</u></b>	Alexis Crespo, AICP
<b><u>DATE:</u></b>	June 12, 2025
<b><u>APPLICANT:</u></b>	City of LaBelle City Commission
<b><u>AGENT:</u></b>	City of LaBelle City Commission
<b><u>REQUEST:</u></b>	Amend the City of LaBelle Land Development Code to amend the standards for mobile food vending
<b><u>LOCATION:</u></b>	City-wide
<b><u>PROPERTY SIZE:</u></b>	N/A

**STAFF NARRATIVE:**

The City of LaBelle City Commission requested that Staff prepare an ordinance providing amendments to the standards for mobile food vending, more commonly known as food trucks. The current regulations require a Special Exception to establish a food truck use on a property, unless the use is otherwise allowed by a Planned Unit Development zoning district.

A Special Exception requires a minimum application fee of \$1,500 and creates uncertainty for Applicants due to the public hearing process.

Food trucks continue to be a highly demanded use in the City and creates opportunities for restaurateurs to start a food-based business without the upfront capital costs of establishing a “brick and mortar” restaurant. Food trucks also provide the public with diversity of food options.

The amendment as proposed is intended to provide a predictable permitting process that would allow for mobile food vending on non-residentially zoned properties throughout the City, while establishing meaningful regulations to ensure the food trucks do not detract from the local character, public viewsheds and functionality of the subject property as well as abutting rights-of-ways.

The following are the key changes proposed via this amendment:

- Move mobile food vending standards from Chapter 11 of the Code of Ordinances to the Supplementary Regulations Section in Chapter 4 of Land Development Code, as the standards directly relate to land development.
- Establishes an administrative permitting process to allow mobile food vendors to locate on a specified subject site. The process includes required materials to evaluate the appropriateness of the request including site plan, hours of operation, insurance coverage, application fee (to be established by the City Commission) and demonstration that the required agency permits have been obtained, such as health department authorization.
- Establishes limitations on allowable locations based upon the official Zoning Map, access and circulation, adequate parking, and distance separation from other food trucks to avoid proliferation of the use, particularly along the SR 80 and SR 29 corridors, where the highest demand to locate food trucks exists.
- Prohibits food trucks on residentially-zoned property and the Downtown Business District, except Barron Park, where food trucks can operate in accordance with the approved/vested Special Exception approval. Additionally, leniency for food trucks at clubhouses within residential communities has been included. This is allowed in numerous master-planned communities in Southwest Florida, such as Babcock Ranch, and can contribute to community-building and “sense of place”.
- Establishes numerous operating standards to ensure the mobile food vending is functional, attractive and well-maintained. Standards address setbacks, on-site refuse/waste disposal, signage, hours of operation, and prohibition on alcohol consumption, outdoor seating areas and amplified music to avoid competition with “brick and mortar” restaurants, address compatibility, and preclude the need for additional longer-term parking.
- Establishes review criteria and process for addressing violations of these standards.

**STAFF RECOMMENDATION:**

Staff finds that the proposed ordinance is consistent with the Comprehensive Plan and Land Development Code and recommends **APPROVAL**.

**SUGGESTED MOTION(S)**

**APPROVAL:**

I make a motion to recommend approval of the proposed Mobile Food Vending Ordinance.

**APPROVAL WITH MODIFICATION(S):**



I make a motion to recommend approval of the proposed Mobile Food Vending Ordinance with the following changes:

- 1) ....

**DENIAL:**

I make a motion to recommend denial of the proposed Mobile Food Vending Ordinance.

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

- 1) ....

ORDINANCE  
NUMBER 2025-03

AN ORDINANCE OF THE CITY OF LABELLE,  
FLORIDA; AMENDING THE CITY OF LABELLE  
CODE, CHAPTER 11, ARTICLE V, STREET  
VENDING; AND AMENDING APPENDIX B, LAND  
DEVELOPMENT CODE, CHAPTER 4, ARTICLE V,  
SUPPLEMENTARY DISTRICT REGULATONS,  
CREATING SECTION 4-92; AMENDING  
REGULATIONS RELATING TO MOBILE  
VENDING; PROVIDING FOR RATIFICATION OF  
PRIOR ACTIONS; PROVIDING FOR  
CODIFICATION, SEVERABILITY, CONFLICTS  
AND AN EFFECTIVE DATE.

RECITALS

**WHEREAS**, the City of LaBelle, Florida has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 and 166; and Section 381.986 Florida Statutes; and

**WHEREAS**, the City Commission desires to amend the regulations relating to the mobile vending in the City to allow for the expansion and incubation of local businesses, while ensuring protecting the character of the City and ensuring an attractive and functional built environment; and

**WHEREAS**, the City of LaBelle desires to maintain minimum siting regulations and design standards to ensure compatibility and consistency amongst buildings in the City, and to ensure the protection of public health, safety and welfare; and

**WHEREAS**, the proposed ordinance was properly advertised and has received public hearings before the Local Planning Agency on June 12, 2025, and before the City Commission on July 10, 2025 and August 14, 2025; and

**WHEREAS**, the City finds that this Ordinance is in the interests of the public health, safety, and welfare.

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

**Section 1.** Recitals. The forgoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

**Section 2.** Amendment to the City Code of Ordinances. Chapter 11, Licenses And Business Regulations, Article V - Street Vending, and the Land Development Code, Chapter

4, Article IV, Zoning, of the City of LaBelle is hereby amended as set forth in Exhibit A attached hereto.

**Section 3. Codification.** This ordinance shall be incorporated into the City of LaBelle Land Development Code. The sections of this Ordinance can be renumbered or re-lettered to the appropriate word or phrase to accomplish codification. Omissions, grammatical, and typographical errors, as well as clarifications of ambiguous wording that do not affect the intent of this Ordinance, may be authorized by the Mayor without need for a public hearing.

**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. Conflicts.** The provisions of this article shall supersede any provisions of existing ordinances in conflict herewith to the extent of said conflict.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Commission.

**PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY COMMISSION OF THE CITY OF LABELLE,  
FLORIDA

By: \_\_\_\_\_  
Julie C. Wilkins, Mayor

ATTEST:

By: \_\_\_\_\_  
Tijauna Warner, Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Derek Rooney, City Attorney

93	Vote:	AYE	NAY
94			
95	Mayor Wilkins	_____	_____
96	Commissioner Vargas	_____	_____
97	Commissioner Ratica	_____	_____
98	Commissioner Holland	_____	_____
99	Commissioner Spratt	_____	_____
100			

## EXHIBIT A

## THE LABELLE CODE

## CHAPTER 11 - LICENSES AND BUSINESS REGULATIONS

## ARTICLE V. STREET VENDING

**Sec. 11-121. Purpose and intent.**

~~The purpose of this article is to promote public interest and economic development opportunities for the City of LaBelle by providing for an active and attractive pedestrian environment while protecting the health, safety and welfare of its residents.~~

~~Vending operations as described in this article are not permitted on any publicly owned property including, but not limited to, sidewalks, rights of way or parks, except as provided for in section 11-124, Exemptions.~~

**Sec. 11-122. Definitions.**

~~*Mobile vending cart.* An accessory use, consisting of a portable stand and any related accessory appurtenances such as an awning, canopy, or seating, used for the retail sales of goods including, but not limited to, beverages, food, and flowers.~~

~~*Mobile vending trailer.* A mobile trailer operated by a vendor standing on or within the frame of the trailer.~~

~~*Mobile vending vehicle.* Same as above, only motorized.~~

~~*Sidewalk vending.* The peddling, vending, selling, displaying or offering for sale, any item of tangible personal property or other thing of value from a mobile vending cart, by a vendor, to persons on the public right of way, including sidewalks.~~

~~*Street vending.* The peddling, vending, selling, displaying or offering for sale, any item of tangible personal property or other thing of value from a mobile vending trailer or vehicle on the public rights of way, between the curblines, by a vendor, to persons on the sidewalk.~~

~~*Vendor.* Any person or entity that exhibits, displays, offers for sale or sells any food, beverages, goods, wares or merchandise from a mobile vending cart, mobile vending vehicle, or mobile vending trailer.~~

**Sec. 11-123. Permits, application and insurance.**

~~(a) *Special exception permit required.* It shall be unlawful for any person to engage in the business of vending without first obtaining a special exception approval by the city commission.~~

~~(1) A special exception issued under this section shall permit the applicant to conduct operations at the vendor site designated in the permit and only at this site.~~

~~(2) Every special exception shall be nonassignable and nontransferable.~~

~~(3) Proof of special exception approval shall be carried with the vendor when he/she is engaged in vending.~~

~~(4) If the vendor is engaged in the sale of food and beverage for human consumption, a certificate of health inspection shall also be properly and conspicuously displayed at all times during the operation of business.~~

~~(5) Expiration and renewal. The special exception shall require review and renewal by the city commission each year on the anniversary date of the issuance of the permit. Application for renewal must be received no later than the expiration date of the current permit. Any application received after that date shall be processed as a new application.~~

~~(b) Application. In addition to the criteria established in Appendix B, subsection 4-41(b), the special exception application must provide the following information:~~

~~(1) Name and description of the applicant;~~

~~(2) Contact information of the applicant;~~

~~(3) A brief description of the nature of the business and the goods to be sold;~~

~~(4) A certificate of health inspection, or other required inspection, if applicable;~~

~~(5) The proposed method of operation, length of time desired to do business, if a motorized vehicle is to be used, a description of such vehicle, including license number and other means of identification;~~

~~(6) The place where the goods are to be sold, to include the physical location of the vending vehicle;~~

~~(7) Proposed hours of operation; and~~

~~(8) Payment of application fees.~~

~~(c) Insurance.~~

~~(1) Prior to operation, vendors shall obtain any necessary licenses, permits and tax information from appropriate governmental agencies.~~

~~(2) Vendor applicants shall be required to maintain in full force and effect, comprehensive general liability insurance with liability limits of not less than five hundred thousand dollars (\$500,000.00) for the term of the permit.~~

~~(3) Vendors that are engaged in low-risk endeavors such as advertising or advocacy, involving no physical equipment, displays or distribution of ingestible/inhalable items, shall be permitted to sign a hold harmless agreement in lieu of meeting the insurance requirements above. The city attorney shall make a determination if the hold harmless agreement is sufficient based on information supplied by the applicant.~~

~~(4) Once the permit is issued, the applicant has an affirmative duty to maintain all applicable licenses and certifications and to notify the city in writing of any material change in the information provided by the applicant in the original application.~~

~~(5) The applicant shall immediately notify the city of a lapse in insurance coverage.~~

#### **Sec. 11-124. Exemptions.**

~~(a) The provisions of this article do not apply to the following:~~

(1) ~~Goods, wares or merchandise temporarily deposited on the sidewalk in the ordinary course of delivery, shipment or transfer.~~

(2) ~~The placing and maintenance of unattended stands or sales devices for the sale, display or offering for sale of newspapers, magazines, periodicals and paperbound books.~~

(3) ~~Special events authorized by a temporary use permit by the city in accordance with section 4-83 of the Land Development Code.~~

(4) ~~The distribution of free samples of goods, wares and merchandise by any individual from his person.~~

(b) ~~Claims of exemption.~~ Any person claiming to be legally exempt from the regulations set forth in this article shall demonstrate the statute or legal authority under which the exemption is claimed and shall provide to the city proof of qualification of such exemption.

#### **Sec. 11-125. General restrictions.**

(a) ~~Size restrictions.~~

(1) ~~Mobile vending cart/handcart/pushcart.~~ Dimensions shall not exceed five (5) feet in width, nine (9) feet in length, seven (7) feet in height (exclusive of canopies or umbrellas), and must be able to be pushed by one (1) person.

(2) ~~Mobile vending trailer/stand/vehicle.~~ Dimensions shall not exceed sixteen (16) feet in length and eight (8) feet in height.

(b) ~~Location restrictions.~~ No vendor shall be permitted to operate in the following locations:

(1) ~~Within an R (residential) zoning district;~~

(2) ~~Within twenty (20) feet of any street intersection or pedestrian crosswalk;~~

(3) ~~Within fifteen (15) feet of any driveway, loading zone or bus stop;~~

(4) ~~Within fifteen (15) feet of a building entrance;~~

(5) ~~On the median strip of a divided roadway;~~

(6) ~~Against display windows of a fixed location business;~~

(7) ~~Any area within one hundred (100) feet of a hospital, college, elementary school, middle school or high school;~~

(8) ~~Within twenty (20) feet of any fire hydrant or fire escape; or~~

(9) ~~Within ten (10) feet of any parking space or access ramp designed for persons with disabilities.~~

(c) ~~Hours of operation.~~ Hours of operation shall be limited to between the hours of 6:00 a.m. to 9:00 p.m., unless otherwise restricted by special exception.

#### **Sec. 11-126. Littering and trash removal.**

(1) ~~Vendors shall be responsible for keeping sidewalks within fifteen (15) feet of their stands clean of all trash generated by their vending operations.~~

- (2) ~~Vendors must take with them at the end of each day, all trash, litter, garbage, refuse and waste generated by their vending operations. No vendor may use any public receptacle or receptacle on private property without the express permission of the property owner.~~

**~~Sec. 11-127. Prohibited conduct.~~**

- (a) ~~No vendor shall:~~

- ~~(1) Unduly obstruct pedestrian or motor vehicle traffic flow, except for up to ten (10) minutes to load/unload vending stations and/or merchandise;~~
- ~~(2) Obstruct traffic signals or regulatory signs;~~
- ~~(3) Leave any stand unattended at any time;~~
- ~~(4) Connect to utility services without the express permission of the property owner;~~
- ~~(5) Provide off cart signage; and~~
- ~~(6) [Make] excessive noise as described and enforced in chapter 12, article II, division I, of the Code of Ordinances.~~

- (b) ~~Vendors shall be limited to the display or sale of products or services as specified by their special exception approval.~~

**~~Sec. 11-128. Suspension and revocation of permit.~~**

- (a) ~~[Reasons for suspension or revocation.] In addition to the penalties punishable as set forth in the City of LaBelle Code of Ordinances, any permit issued under these regulations may be suspended or revoked for any of the following reasons:~~

- ~~(1) Fraud, misrepresentation, or knowingly making a false statement contained in the application, presented at the special exception public hearing, or presented in the course of carrying on the business of vending;~~
- ~~(2) Conducting the business of vending in any manner contrary to the conditions of the permit;~~
- ~~(3) Conducting the business of vending in such a manner as to create a public nuisance, cause a breach of the peace, constitute danger to public health, safety, welfare or morals, or interfere with the rights of property owners; or~~
- ~~(4) Cancellation of health department authorization for food or beverage vending.~~

~~The vendor's cart/trailer/vehicle may be impounded by code enforcement if the vendor is found to be operating without a permit.~~

- (b) ~~Notification of suspension or revocation. Code enforcement may conduct site checks to determine if vendors are in compliance with the Code. Upon inspection, vendors will be issued a site check notification letter which indicates specific violations. Vendors will be given five (5) working days to correct cited violations. If the violation is not corrected within the five (5) days, the permit may be revoked by code enforcement.~~

- (c) ~~Appeal process. A vendor may appeal the revocation to the city council within thirty (30) days. The city council's decision will be deemed final. An appeal of the city council's final decision may be filed in a court of competent jurisdiction as an appeal of a final order.~~



\*\*\*\*\*

APPENDIX B - LAND DEVELOPMENT CODE

CHAPTER 4 - ZONING

ARTICLE V. - SUPPLEMENTARY DISTRICT REGULATIONS

Sec. 4-78 through Sec. 4-91. [NO CHANGES]

**Sec. 4-92. Mobile Food Vending.**

**Sec. 4-92.1. Intent and applicability.**

- (a) The City of LaBelle recognizes that the use of mobile food vending, commonly referred to as “food trucks”, is temporary and mobile in nature. These regulations are intended to define the appropriate locations and minimum required development standards for a site to be permitted for mobile food vendors. The standards established in these regulations are intended to allow mobile food vendors to operate while mitigating impacts to the site in which they operate and adjacent properties and rights-of-way. These regulations do not address mobile food carts, or mobile vendors that visit sites to temporarily vend for a period of minutes and not days or hours (i.e. ice cream trucks, construction or work site vendors). These vehicles are permitted by other agencies and cannot operate in the same manner as a mobile food vendor.
- (b) No mobile food vendor location is permitted without an approved administrative permit from the City. Such a permit may only address the location and operational standards relating to the location. Food vendors are required to provide evidence of all applicable inspections and permits with the City required by other governmental agencies, and which are not regulated through this Section.
- (c) Property owners that have a Special Exception approved by the City Commission for mobile food vending permitted before August 14 2025, may continue to have a mobile food vendor on that site for the duration authorized by the Special Exception resolution.
- (d) Exemptions. The provisions of this Section do not apply to the following:
  - i. Goods, wares or merchandise temporarily deposited on the sidewalk in the ordinary course of delivery, shipment or transfer.
  - ii. The placing and maintenance of unattended stands or sales devices for the sale, display or offering for sale of newspapers, magazines, periodicals and paperbound books.
  - iii. Special events authorized by a temporary use permit by the City in accordance with Section 4-83 of the Land Development Code.

**Sec. 4-92.2. Definitions.**

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

Commissary means an approved facility that provides support services for specific required functions of a mobile food vendor, including, but not limited to, mobile food vehicles and mobile food carts. Any food establishment permitted or licensed by a regulatory agency, such as a catering operation, restaurant, grocery store or similar establishment or any otherwise approved facility by FDACS in which food, containers, or supplies are kept, handled, prepared, packaged or stored can be considered for approval as a commissary. When not required at the mobile food establishment, commissaries may provide a three (3) compartment sink for washing, rinsing and sanitization of equipment/utensils in addition to hand wash and rest room facilities. Services required of the commissary will be based on the food sold and the mobile food establishment type and capabilities. A private residence may not be used as a commissary (See Chapter 500, Florida Statutes).

Food stand means a temporary, non-motorized food unit with limited infrastructure, which serves food and/or beverage intended for immediate consumption and does not provide indoor seating.

Mobile food cart means any non-motorized mobile food unit with limited infrastructure, which serves food and/or beverages intended for immediate consumption. Mobile food carts may not exceed six (6) feet in length, three (3) feet in width (exclusive of wheels), or four (4) feet in height (exclusive of wheels and umbrellas), and must be able to be pushed by one (1) person.

Mobile food vehicle means a motorized mobile food unit commonly referred to as a food truck, which may be self-sufficient in terms of potable water, sanitary sewer and electric utilities, and generally consists of an enclosed truck, trailer or similar vehicle, where food may be stored, prepared, cooked, and/or served. An open bed truck, van or converted automobile is not considered a mobile food vehicle and is not eligible for a mobile food vending permit pursuant to this division. Dimensions shall not exceed sixteen (16) feet in length and eight (8) feet in height.

Mobile food vendor means any person or business selling foods other than fresh fruits or vegetables from a mobile food vehicle, mobile food cart or food stand.

### **Sec. 4-92.3. Permit required.**

(a) No mobile food vendor shall be permitted to operate within the City unless a permit has been obtained for the proposed location upon which the vendor will operate, and subject to the following:

- i. A permit issued under this section shall permit the applicant to conduct operations at the vendor site designated in the permit, and only at this site.
- ii. Every permit shall be non-assignable and nontransferable to another mobile food vendor.
- iii. Proof of permit approval shall be carried with the vendor when he/she is engaged in vending.
- iv. If the vendor is engaged in the sale of food and beverage for human consumption, a certificate of health inspection shall also be properly and conspicuously displayed at all times during the operation of business.
- v. Expiration and renewal. The permit shall require review and renewal by the City each year on the anniversary date of the issuance of the permit. Application for

renewal must be received no later than the expiration date of the current permit.  
Any application received after that date shall be processed as a new application.

(b) Permit submittal requirements:

- 1) Completed application form provided by the City.
- 2) Signed authorization from the property owner or authorized representative.
- 3) Proof of insurance for the property, issued by an insurance company that is licensed to do business in the state.
- 4) Site plan based on a valid survey, approved development order, or master concept plan with dimensions and infrastructure identified, including the proposed location of the mobile food vendor in relation to property lines. The plan must depict the location of all sidewalks, driveways/access points to the site, rights-of-way, parking areas, outdoor seating areas, and entry location to the principal building(s) on the site.
- 5) If required parking spaces are to be utilized, the application must provide the times principal businesses use those spaces, and the proposed times the spaces would be used for mobile food vending.
- 6) A brief description of the nature of the business and the goods to be sold;
- 7) Proposed hours of operation; and
- 8) Payment of application fees.

If a permit holder is found to operating inconsistent with the standards of the permit, as documented by a violation notice by the City's Code Enforcement Officer, the permit may be suspended or revoked by the Special Magistrate or City Commission after hearing evidence of the violation in a public hearing. The burden to maintain the permit will be with the permit holder.

**Sec. 4-92.4. General locational standards.**

- (a) The following standards apply to the general location and siting of mobile food vending on a property:
  - i. Eligible sites must be zoned B-2, B-3, I-1A, I-2 or PUD.
  - ii. Locations must not interfere with vehicular access, multi-modal and pedestrian access such as sidewalks, and access ways.
  - iii. This use cannot be located in a required parking space or driveway, unless it is specifically demonstrated the parking or driveway is not used during the time and/or days the mobile food vendor location is permitted.
  - iv. This use must be located on property or within a development with completed infrastructure improvements, and not on a vacant lot or the site of an abandoned/permanently closed principal business.
  - v. All mobile food vendors shall be located in areas and in a manner that they do not create an adverse view or vista. More specifically, the food truck or anything associated with its operation shall block the view of signs or vehicular or multi-modal access ways.
  - vi. A mobile food vending permit cannot be approved on abutting property, or within 250 feet of another permitted location for mobile food vending, whichever is more stringent.

**Sec. 4-92.5. Prohibited locations.**

(a) Mobile food vending is expressly prohibited on all parcels within a residential zoning district or parcels with existing residential uses, except as authorized under this Code pursuant to the special event or temporary use permit. Notwithstanding, mobile food vending may also be authorized at clubhouse or other portion of a residential community separate from the residences with the authorization of the homeowners association.

(b) Mobile food vending is prohibited within the Downtown Business District on the official Zoning Map, except as authorized in LDC Section 4-83 and under this Code pursuant to a special event or temporary use permit, or a Special Exception approved by the City Commission in accordance with LDC Section 3-21.

**Sec. 4-92.6. General operational standards.**

(a) The following standards apply to the general operations of the mobile food vending use:

- i. No more than one (1) mobile food vendor can be permitted on a single site. For purposes of this specific requirement, a site includes an entire commercial development as delineated on the site construction permit, even if that development consists of more than one parcel.
- ii. The mobile food vending vehicle must be removed from the site when not operational. In no case shall hours of operation exceed 7 a.m. to 10 p.m., Monday through Thursday, and 10 a.m. to 8 p.m. on Sundays.
- iii. The mobile food vending vehicle, cart or stand must adhere to all principal structure setbacks of the underlying zoning district, and any overlay districts, where applicable.
- iv. Advertising signs may be permitted upon the mobile food vending vehicle, cart or food stand, but there will not be additional signage installed in any other location, except for one (1) A-frame or sandwich board sign, limited to ten (10) square feet, and only displayed when the mobile food vendor is on-site.
- v. The mobile food vending vehicle, cart or food stand must be removed at the end of permitted operating hours on a daily basis.
- vi. Vendors shall be responsible for keeping sidewalks within fifteen (15) feet of their stands clean of all trash generated by their vending operations. Vendors must take with them at the end of each day, all trash, litter, garbage, refuse and waste generated by their vending operations. No vendor may use any public receptacle or receptacle on private property without the express permission of the property owner.
- vii. No piped/amplified music is permitted from the mobile food vending vehicle, cart or food stand or associated speakers.
- viii. No outdoor seating ancillary to the mobile food vending operation is permitted.
- ix. Alcohol shall not be sold or consumed from a mobile food vendor.

**Sec. 4-92.7. Review criteria and enforcement.**

- (a) The Director of Public Works shall not issue an administrative permit for mobile food vending unless the application demonstrates the following criteria are met:
- i. The use does not impact safe traffic ingress and egress to the site, and internal to the site, including pedestrian traffic.
  - ii. The use will not cause visual blight to the abutting properties and rights-of-way.
  - iii. The use will be compatible with abutting properties.
  - iv. The use meets all operational, separation and locational criteria set forth herein.
  - v. The location of the use and operations will not negatively impact public health, safety or welfare.
- (b) This section shall be enforced by the Code Enforcement Official in accordance with the process and procedures of this Code.