

CITY OF LABELLE



AGENDA

Regular Commission Meeting

Thursday, February 13, 2025, at 5:30 PM

LaBelle Commission Chambers

481 West Hickpochee Ave

LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins., Mayor
Daniel Akin, 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. Life Saving Plaque to Fire Rescue
 - B. LaBelle Fire Department Rate Study
 - C. Audit Report - Daniel Anderson, Partner, of Mauldin & Jenkins
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 *Month* Check Register**
 - B. **Approval of *Month* Minutes:**
 - January 9, 2025 City Commission Meeting Minutes
 - December 12, 2025 City Commission Meeting Minutes
 - December 12, 2025 Local Planning Agency Meeting Minutes
 - April 11, 2024 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
 - Planning and Zoning- Alexis Crespo
 - Finance- Lilly Davenport
 - Public Works- Mitch Wills
 - Woodard & Curran- Justin deMello
 - Four Waters Engineering- Laura Constantino
 - D. Race Trac Plat
 - E. L0059 Grant Agreement LaBelle Helms Road SR 80 Looped Lines and Water Main Upgrades
 - F. Renew Dockwa Contract
 - G. Night On The Town Temporary Use & Special Event Application

- [H.](#) Charity Ride Temporary Use & Special Event Application
- [I.](#) City of LaBelle's 2024 Audit Engagement Letter, Examination Letter & Vendor Ledger

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.](#) Swing into Spring Temporary Use & Special Events Application
- [B.](#) Fire Ladder Truck

8. Public Hearings and/or Ordinances

- [A.](#) Resolution 2025-01 J. Blocker Parking Variance

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

10. City Related Business by Commissioners

- A.** Commissioner Vargas - Review City of LaBelle's Handbook & Policies

11. Adjournment

Upcoming Meetings:

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

March 13, 2025 Local Planning Agency & City Commission Meeting

April 17, 2025 Local Planning Agency & City Commission Meeting

May 15, 2025 Local Planning Agency & City Commission Meeting

City of Labelle Office Closures:

February 17, 2025 Presidents' Day

Meeting Records Request

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

Notice of Commission Meetings and Agendas

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

Americans with Disabilities Act

Regular Commission Meeting
February 13, 2025

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 Board of Commissioners
Agenda Request**

To: Honorable Mayor and City Commission
Prepared By: Fire Chief Brent Stevens
Date of Meeting: 02/13/2025
Date Submitted: 02/03/2025
Title of Agenda Item: LaBelle Fire Department Fitch and Associate Review
Agenda Location: Non Public

Report in brief:

Fitch and Associate to present the findings of the Labelle Fire Department complete data analysis and assessment review

Staff Comments: Deferred to Fitch and Associates

Fiscal Impact: 2025 -

Has the request been budgeted? Yes No

If yes, expected cost and account name. Current Study has been funded

If no, amount needed and proposed account: for additional impact it will be deferred to the City Attorney and Fitch and Associates.

Recommended Actions: Review and Approve Rate increases

Welcome to

LABELLE

The City Under the Oaks

COMMUNITY RISK ASSESSMENT AND STANDARDS OF COVER

FITCH

& ASSOCIATES

City of LaBelle, FL Commission Briefing

February 13, 2025

Today's Agenda

- 1** About Fitch & Associates
- 2** Top Five Priorities
- 3** Executive Summary
- 4** Findings and Recommendations
- 5** Questions and Next Steps

About Fitch & Associates

We've designed, developed, and managed some of the world's most innovative Fire/EMS systems, and we bring the energy, focus, and experience that drive decision-making and action.



We seek to partner with communities willing to ask the tough questions, that seek transparency and public input, and are interested in planning for the future in a sustainable manner aligned with community expectations.



Section 5, Item B.

Forty years of experience implementing innovative, customized solutions in the public safety and healthcare arenas, providing consulting services in thousands of communities in all 50 states, every Canadian province, and 12 other countries.

Top Five Priorities



Improving Dispatch Time and Total Response Time



Update interlocal agreement to account for current and future community needs.



Codify Agency planning and operations with formalized Policies, Procedures, and Plans.



Execute automatic or mutual aid agreements to provide for improved readiness and response throughout community growth.



Improve data quality and capture to introduce Outcome Measures and Performance Management strategies.

Project Deliverables

Phase 1
Quantitative Data
Analyses

Phase 2
Comprehensive GIS
and Station
Location Analyses

Phase 3
Community Risk
Assessment

Phase 4
Standards of Cover
and Findings and
Recommendations

2023 90th Percentile Response Time Performance

Metric	Call Processing Interval	Turnout & Travel Interval	Total Response Interval
Average	00:02:35	00:06:42	00:08:48
90th Percentile	00:04:59	00:12:55	00:16:25
Count	895	668	796

Note: CAD data limited analysis

Improving Response Time

Best Practice Performance:

- Dispatch ~ 2-minutes
- Turnout ~ 1.5-minutes
- Travel ~ 10-12-minutes

Recommendations:

1. Work in collaboration with the 911 communications center to improve the level of incident detail and data capture within the CAD system.
2. Work with the communications center to identify opportunities for improvement of call processing times.

Fire Station Location and Response Time Capabilities

Figure 1: Current LFR Station Bleed Map for 10-Minute Travel Time– All Calls LaBelle Fire Zone

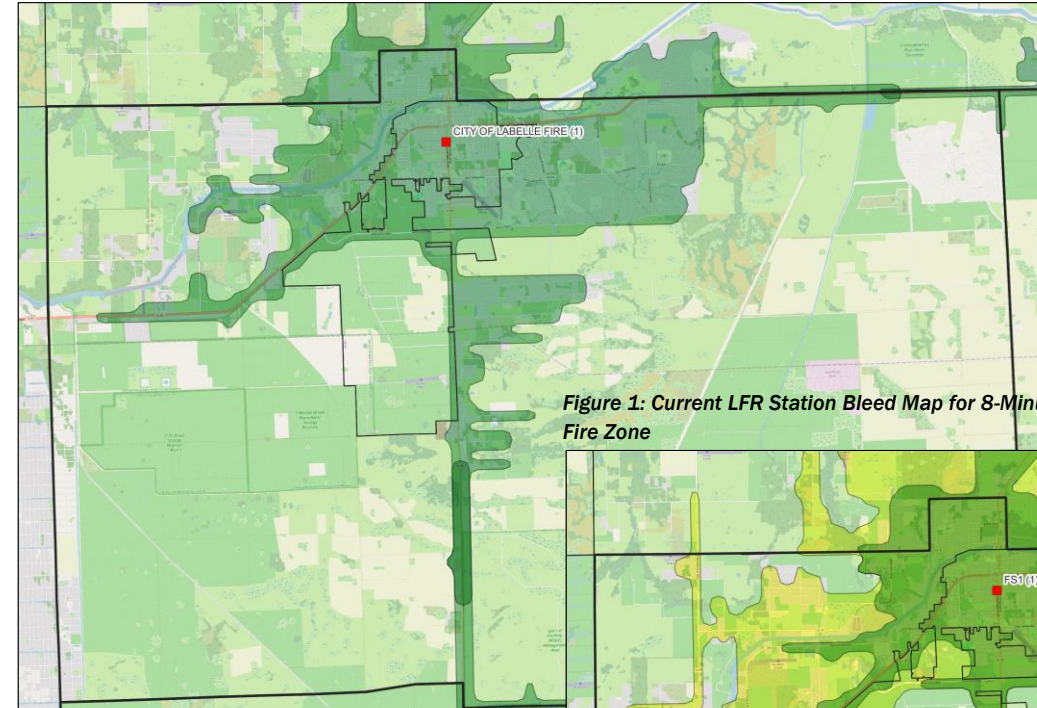
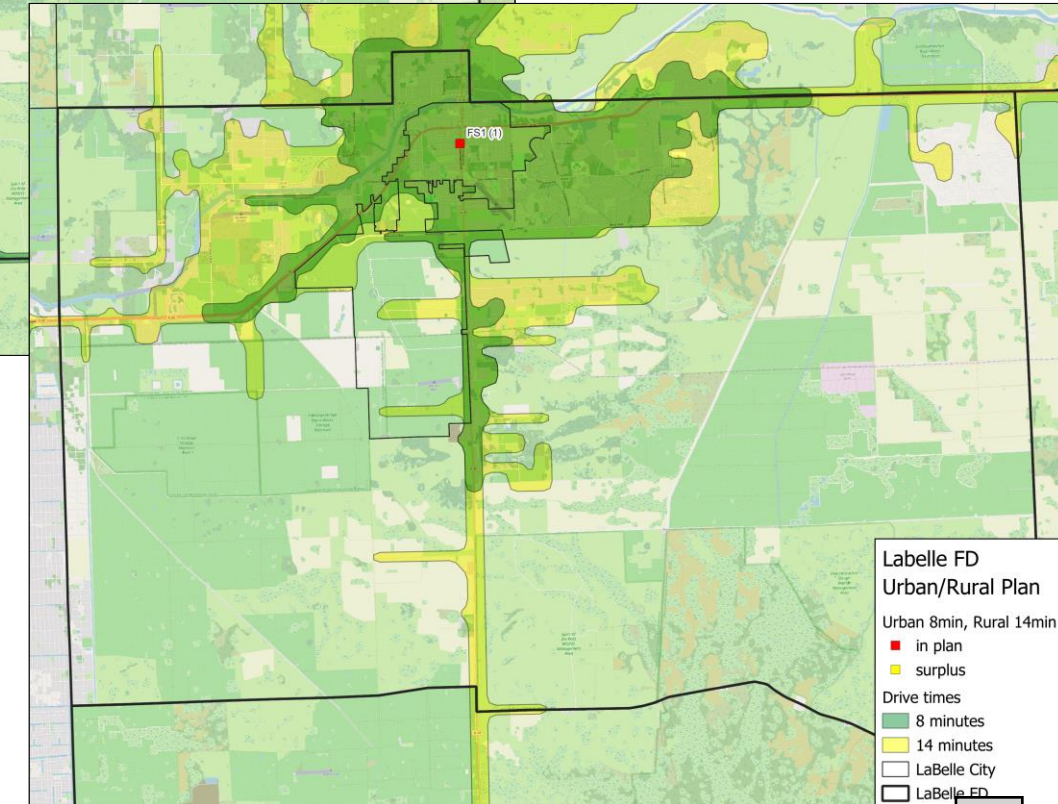
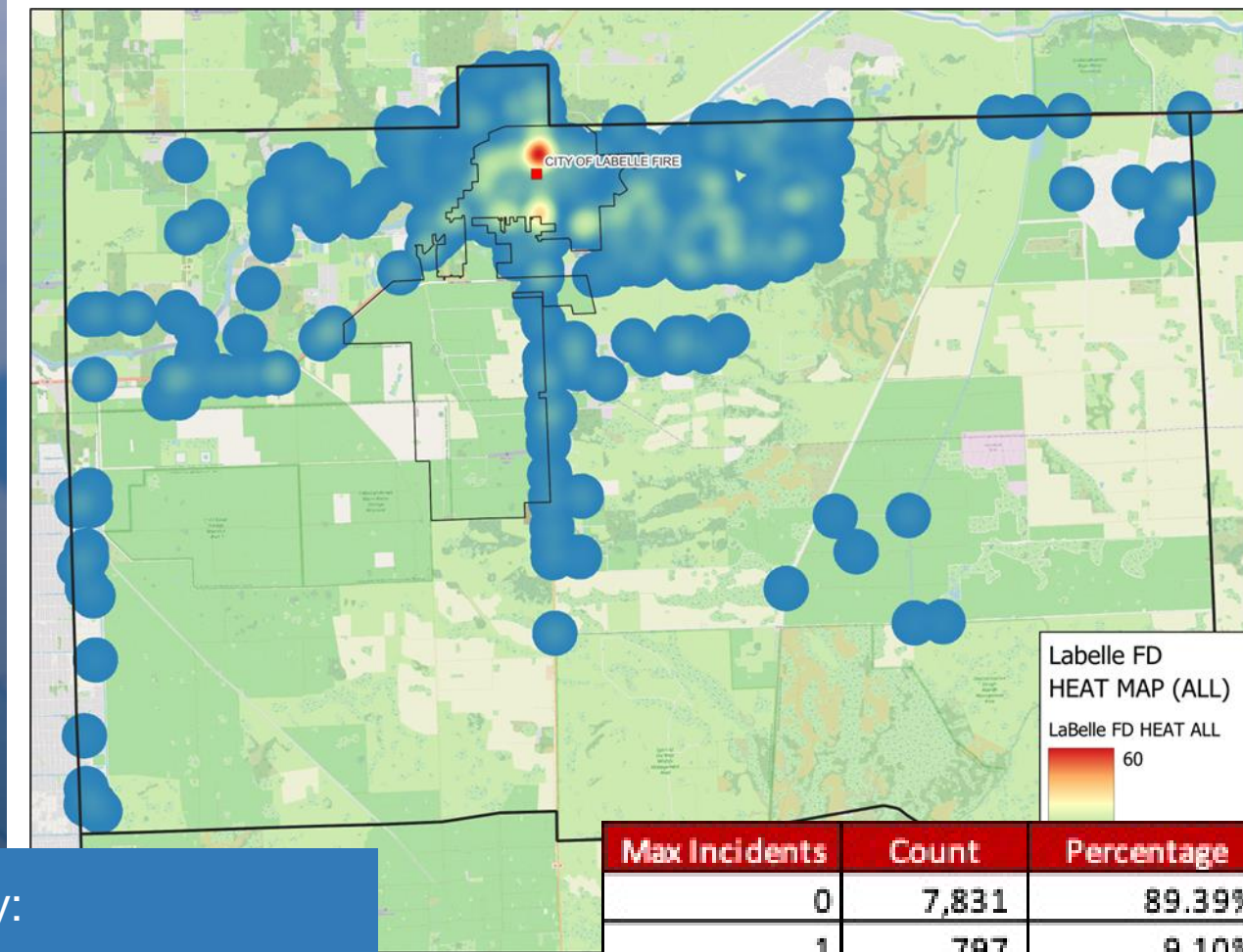


Figure 1: Current LFR Station Bleed Map for 8-Minute Urban + 14-Minute Rural Travel Time– All Calls LaBelle Fire Zone



- Within the LaBelle Fire Zone boundary:
 - 89% of ALL calls could be responded to within a 10-minute travel time. This validates the modeling as actual travel time performance is ~10.9-minutes at the 90th percentile.
 - 95% of ALL calls could be responded to within 8/14-minute or less travel time
 - Tiered approach allows the Agency to address the challenges of providing service within an urban, suburban, and rural jurisdictional mix.

Concentration of Risk and System Resiliency



- Within the LaBelle Fire Zone boundary:
 - Likelihood of no active calls or only a single incident is **98.49%** during any one hour of the year for LFD.
 - Likelihood of 2 or more **concurrent incidents** was only **1.51%**.

Max Incidents	Count	Percentage	Cumulative %
0	7,831	89.39%	89.39%
1	797	9.10%	98.49%
2	114	1.30%	99.79%
3	15	0.17%	99.97%
4	1	0.01%	99.98%
6	1	0.01%	99.99%
8	1	0.01%	100.00%
Total	8,760	100.00%	-

Staffing Considerations

Recommendation:

The Agency should consider utilizing NFPA 1720 for benchmarking ERF performance while still qualified as a combination fire department.

- “Current” is based on FY24 staffing levels.
- Plans 1-4 can each be used as “year-1” strategies or progressive growth models over the next four years with Plan 1 being “year-1” and Plan 4 being “year-4.”

Minimum Staffing	Current	Plan 1	Plan 2	Plan 3	Plan 4
Engine	2	2	3	3	4
Truck	0	2	2	3	4
Brush	0	0	0	0	0
Tender	0	0	0	0	0
Super	0	0	0	0	0
Rescue 12	0	0	0	0	0
Total Daily Min.	2	4	5	6	8
FTE Count- Straight	6	12	15	18	24
FTE Count- w/Relief	Current	Plan 1	Plan 2	Plan 3	Plan 4
15%	6.9	13.8	17.25	20.7	27.6

- By Plan 3, the Agency would be able to deliver the personnel minimum expressed in NFPA 1720 without relying on off-duty or volunteer response.

Year-1 Personnel Cost	Current	Plan 1	Plan 2	Plan 3	Plan 4
Firefighter	\$520,389.50	\$588,266.40	\$395,948.54	\$656,143.29	\$1,176,532.79
Engineer	\$0.00	\$273,204.49	\$546,408.98	\$546,408.98	\$546,408.98
Lieutenant	\$0.00	\$325,591.45	\$651,182.90	\$651,182.90	\$651,182.90
Total Personnel Cost	\$520,389.50	\$1,187,062.34	\$1,593,540.42	\$1,853,735.17	\$2,374,124.68
Estimated Personnel Start-Up Cost	\$0.00	\$62,322.00	\$89,887.50	\$117,453.00	\$172,584.00
Total Personnel Cost	\$520,389.50	\$1,249,384.34	\$1,683,427.92	\$1,971,188.17	\$2,546,708.68

*"Current" based on FY24 FTE Count and FY25 proposed FF Entry at total Compensation.

FY2025 budget results in a fund reduction of \$644,506 as expenditures exceed revenues.

West County Fire MSBU	Revenues	Expenditures	Fund Balance
Reserves			\$ 1,865,158
FY25 Taxes	\$ 974,571		
LaBelle Fire		\$ (895,698)	
Felda Fire		\$ (332,978)	
Pioneer Fire		\$ (310,401)	
County - Internal Transfer		\$ (80,000)	
Sub-Total	\$ 974,571	\$ (1,619,077)	\$ (644,506.00)
Total			\$ 1,220,652

Observation:

The West County Fire MSBU will not be sustainable within the next 3-4 fiscal years without a future adjustment.

Financial Analysis

Financial Analysis

Program Area	Current	Plan 1	Plan 2	Plan 3	Plan 4
Personnel Costs	\$ 811,972	\$ 1,555,306	\$ 1,989,350	\$ 2,277,110	\$ 2,852,631
Operating Costs (FY25 budget pro-rated by FTE count)	\$ 323,549	\$ 566,211	\$ 687,542	\$ 808,873	\$ 1,051,534
Total Budget	\$ 1,135,521	\$ 2,121,517	\$ 2,676,892	\$ 3,085,983	\$ 3,904,165
Incremental Personnel Costs from 'Current'	\$ -	\$ 565,293	\$ 1,120,668	\$ 1,529,759	\$ 2,347,941
Incremental Total Cost from 'Current'	\$ -	\$ 985,996	\$ 1,541,370	\$ 1,950,461	\$ 2,768,644
Incremental % Increase from 'Current'	0.0%	86.8%	135.7%	171.8%	243.8%

Revenue Adjustment for Plan Options - Single Family Rate - MSBU Support Only

Program Area	Current	Plan 1	Plan 2	Plan 3	Plan 4
County MSBU Rate	\$ 83.02	\$ 155.11	\$ 195.71	\$ 225.62	\$ 285.44
City MSBU Rate	\$ 118.26	\$ 220.94	\$ 278.78	\$ 321.38	\$ 406.59
Budget	\$ 1,135,521	\$ 2,121,517	\$ 2,676,892	\$ 3,085,983	\$ 3,904,165

Revenue Adjustment for Plan Options - Single Family Rate - MSBU & General Fund Support

Program Area	Current	Plan 1	Plan 2	Plan 3	Plan 4
County MSBU Rate	\$ 83.02	\$ 155.11	\$ 195.71	\$ 225.62	\$ 285.44
City MSBU Rate	\$ 57.81	\$ 108.01	\$ 136.28	\$ 157.11	\$ 198.76
City GF Funding	\$ 443,648	\$ 828,876	\$ 1,045,861	\$ 1,205,693	\$ 1,525,357
Budget	\$ 1,135,521	\$ 2,121,517	\$ 2,676,892	\$ 3,085,983	\$ 3,904,165

Assessment of City/County Funding Distribution

- Compensation from the County to the City shall be based on a fire-year rolling average of the percentage of County calls versus City calls answered by the LFD.
- Based on the City's data, the five-year rolling average from FY19-FY23 shows a 68% demand share within the County area.
- Budget documents suggest that the City receives approximately 57% of net operating budget payment from the County.

Recommendation:

1. City should work with the County and the communication center to ensure the accurate capture and geolocation of incident demand for an accurate accounting of compensation in accordance with the ILA.
2. City should consider a funding strategy based on a readiness model within the LaBelle Fire Zone.

Basis	City	LFD(County)	Total
City Data - FY23	206	683	889
Share	23%	77%	100%
FITCH - CAD - CY23	295	567	862
Share	34%	66%	100%
Land Area (sq.mi)	14.5	210.1	224.6
Share	6%	94%	100%
City Data FY19-FY23	1446	3046	4492
Share	32%	68%	100%

Introducing Outcome Measures to Performance Management Strategies

Fire Suppression		
Measure	Benchmark Performance	Current Performance
Structure Fire Incident Rates		
Number of Structure Fire Fatalities per 100,000 residents	≤ 1.11	#
Number of Structure Fire Rescues per 100,000 residents	#	#
Fire Spread - Degree of Confinement - All Building Fires with Fire Spread		
Fire Confined to Building of Origin	%	%
Fire Confined to Floor of Origin	%	%
Fire Confined to Room of Origin	%	%
Time to Fire Confined (from FD arrival)	10:00	mm:ss
Fire Spread - Degree of Confinement - Residential Structures with Fire Spread		
Fire Confined to Room of Origin		
Fires Controlled by Fire Suppression Systems		
Percentage of Fires Extinguished by Fire Suppression Systems in Protected Buildings	90%	%
Preventable Fire Incidents		
Percentage of Fires Unpreventable	%	%
Building Fires in Commercial Occupancies		
Fire Confined to Room of Origin	%	%
Fire Loss as a Percentage of Total Protected Property Value <u>with</u> Fire Protection System	%	%
Fire Loss as a Percentage of Total Protected Property Value <u>without</u> Fire Protection System	%	%
Property Saved in Buildings with Fires		
Value of Property Saved in Dollars	\$	\$
Fire Loss as a Percentage of Total Protected Property Value	0.05%	%
Emergency Medical Services		
Percentage of cardiac arrest patients receiving resuscitative efforts where return on spontaneous circulation is achieved	≥ 50%	%
Percentage of overall cardiac arrest patients with survival to discharge from hospital	≥ 33%	%
Percentage of EMS responses where treatment is indicated, and condition is improved or stabilized	≥ 90%	%

Utilizing a System of Measures for Decision Making and Action Planning

Type of Measure	Performance Metric	Recommended Performance	Priority	Review Period
Station/Unit Performance	Turnout Time – EMS	≤1.0 Min at 90%	Emergent	Quarterly
	Turnout Time – All Other	≤1.5 Min at 90%	Emergent	Quarterly
	Travel Time	≤10.9 Min at 90%	Emergent	Quarterly
	Minimum Engine Staffing	≥2 Firefighters	All Responses	Daily
	Minimum Truck Staffing	≥2 Firefighters	All Responses	Daily
System Design and Performance	Dispatch from Receipt at Fire Dispatch	≤1 Min at 90%	Emergent	Monthly
	911 Answer Time at Fire Dispatch	≤15 Sec at 90%	All	Monthly
	Station Risk Rating	Increases in Risk		Annually
	Reliability	≥70%		Quarterly
	Call Concurrency	≤30% Per Unit		Quarterly
	Call Volume	1,000 – Initial 500 – Ongoing		Annually
	Unit Hour Utilization	≤0.15 on 24-hour Engines and Ladders		Quarterly
	Cross-Staffing at Unit Level	<1,500 annual calls and <15% Call Concurrency		Annually

Recommendation

The Department should ensure sufficient operational data capture and adopt system performance objectives internally and update as needed.

Enhancing Community Risk Reduction Strategies and Programs

Community Risk Reduction and Other Preventative Process Efforts		
Measure	Benchmark Performance	Current Performance
Fire Investigations Program		
Percentage of incendiary fire investigations that meet the elements for arson referred to the district attorney for prosecution	%	%
Percentage of fire investigations resulting in a classification of accidental, incendiary, that meet the elements for arson	%	%
Number of fire investigations conducted	#	#
Number of juveniles referred to the Youth Fire-Setter Intervention Program	#	#
Fire Code Compliance Program		
Percentage of fire protection system plan reviews completed within 5 business days of receipt	%	%
Percentage of identified high-risk commercial locations inspected by renewal date	%	%
Percentage of initial new construction inspections completed within 2 business days of request	%	%
Number of identified high-risk commercial locations inspected by renewal date	#	#
Number of requests for service completed (re-inspections, surveys, open records requests, training sessions, and monthly permits)	#	#
Public Safety Education Services Program		
Percentage of elementary public schools in city limits participating in CRR activities	100%	%
Percentage of youth referred to department that have previously attended the Youth Fire-Setter Intervention Program	%	%
Number of Fire Department public safety education participants served	#	#
Number of elementary students in the city limits participating in CRR activities	#	#
Number of Health and Safety sessions provided	#	#
Number of hours spent on CRR requests for service	#	#
Number of smoke alarms distributed to residents	#	#
Emergency Medical Services Program		
Number of MIH interventions completed	#	#

Recommendation

The Agency should work to implement a more accessible system for tracking fire code enforcement efforts and capturing facility information available to emergency responders.

Develop and Adopt a Strategic Plan for the Fire Department

Why do we exist?

Section 5, Item B.

& ASSOCIATES

Where are we now?

Where do we want to be?

How do we get there?

How do we measure our progress/impact?



Recommendation

Conduct a community-driven strategic planning process to help guide the next three to five years

Thank You

Questions?



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

To: Honorable Mayor and City Commission
Prepared By: Lilly Davenport on behalf of Mayor
Date of Meeting: 2/13/2025
Date Submitted: 1/8/2025
Title of Agenda Item: FY2023 Audit report
Agenda Location: (Refer to Mayor – Towards the beginning of the agenda)

Report in brief: Audit presentation by Daniel Anderson, Partner, of Mauldin & Jenkins

Staff Comments: Provide for 5–10-minute presentation to be followed by Q&A.

Fiscal Impact: None

Recommended Actions: N/A

Range of Checking Accts: First to Last Range of Check Dates: 01/01/25 to 01/31/25
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			
1864	01/02/25	ESO ESO SOLUTIONS, INC.	2,290.65		9338 Direct Deposit
1863	01/03/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9337
1865	01/06/25	AFL AMERICAN FAMILY LIFE ASSR CO.	1,210.80		9339
1866	01/06/25	BESPO005 Bespoke Unlimited LLC DBA	133.40		9339
1867	01/06/25	FPL FLORIDA POWER & LIGHT	164.65		9339
1868	01/06/25	HCOBCC HENDRY CO BOARD COUNTY COMM	4,441.81		9339
1869	01/06/25	KME KENNY GLISSON	25.00		9339
1870	01/06/25	AMACS AMAZON CAPITAL SERVICES	866.83		9340 Direct Deposit
1871	01/06/25	CULL CULLIGAN WATER	497.75		9340 Direct Deposit
1872	01/06/25	GCRMI GUARDIAN COMMUNITY RESOURCE MG	3,611.10		9340 Direct Deposit
1873	01/06/25	LWS LIGHTNING WIRELESS SOLUTIONS	2,020.00		9340 Direct Deposit
1874	01/06/25	MUNES MUNICIPAL EMERGENCY SERVICES	794.99		9340 Direct Deposit
1875	01/06/25	PRM PUBLIC RISK MANAGEMENT	73,502.71		9340 Direct Deposit
1876	01/06/25	QUALITY QUALITY 1 AUTO CARE INC	2,263.44		9340 Direct Deposit
1877	01/06/25	SFSLLC SUMMIT FIRE & SECURITY LLC	965.00		9340 Direct Deposit
1880	01/06/25	COMCAST COMCAST	218.49		9343
1881	01/06/25	FRS FLORIDA RETIREMENT SYSTEM	5,353.39		9343
1882	01/06/25	AMACS AMAZON CAPITAL SERVICES	199.98		9344 Direct Deposit
1883	01/06/25	FRS FLORIDA RETIREMENT SYSTEM	19,813.10		9345
1884	01/06/25	AMACS AMAZON CAPITAL SERVICES	574.00		9346 Direct Deposit
1885	01/06/25	EDMUNDS EDMUNDS GOVTECH	18,365.15		9346 Direct Deposit
1886	01/06/25	PRM PUBLIC RISK MANAGEMENT	44,767.08		9346 Direct Deposit
1887	01/06/25	AFL AMERICAN FAMILY LIFE ASSR CO.	1,017.83		9349
1888	01/06/25	FACA FLORIDA ANIMAL CONTROL ASSOC.	75.00		9349
1889	01/06/25	FMPT FL MUNICIPAL PENSION TRUST FND	14,457.25		9349
1890	01/06/25	ISBC IPITOMY SMARTER BUSINESS COMMU	77.23		9349
1891	01/06/25	LNATL GLOBE LIFE	30.84		9349
1892	01/06/25	SOUTHAPP SOUTHEAST APPARATUS, LLC	610.00		9349
1893	01/06/25	UNWAYLEE UNITED WAY OF LEE COUNTY	22.00		9349
1895	01/08/25	BESPO005 Bespoke Unlimited LLC DBA	426.65		9354
1896	01/08/25	ECONO ECONO SIGNS LLC	6,543.18		9354
1897	01/08/25	LEGALSH LEGAL SHIELD	73.75		9354
1898	01/08/25	TSCP TRACTOR SUPPLY CREDIT PLAN	267.78		9354
1899	01/08/25	WSC WINDMILL SPRINKLER CO., INC.	113.90		9354
1900	01/08/25	AES AIM ENGINEERING & SURVEYING	1,830.17		9355 Direct Deposit
1894	01/10/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9351
1901	01/17/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9356
1902	01/17/25	AAP ADVANCE AUTO PARTS	140.14		9357
1903	01/17/25	ALLSTATE AMERICAN HERITAGE LIFE INS CO	2,458.72		9357
1904	01/17/25	ATTM AT&T MOBILITY	504.31		9357
1905	01/17/25	BSA BRIDGE STREET AUTO PARTS, INC.	184.94		9357
1906	01/17/25	CATTLE HENDRY COUNTY CATTLEMENS ASSOC	1,419.64		9357
1907	01/17/25	CLINK CENTURYLINK	50.51		9357
1908	01/17/25	COMCAST COMCAST	229.90		9357
1909	01/17/25	FMG FELISETA MARTINEZ-GARCIA	500.00		9357
1910	01/17/25	FPL FLORIDA POWER & LIGHT	63.67		9357
1911	01/17/25	HCCOC HENDRY COUNTY CLERK OF COURT	30.00		9357
1912	01/17/25	KIMTE005 KIMTEK CORPORATION	9,605.00		9357
1913	01/17/25	KME KENNY GLISSON	775.00		9357

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
GEN FUND POOLED	GENERAL FUND POOLED CASH	Continued		
1914	01/17/25	LCBOCC LEE COUNTY SOLID WASTE	61.89	9357
1915	01/17/25	LISAA LISA AWBREY	171.50	9357
1916	01/17/25	MCS MONRO COMMERCIAL SOLUTIONS	1,515.10	9357
1917	01/17/25	NNA NATIONAL NOTARY ASSOCIATION	268.60	9357
1918	01/17/25	RESC ROSAURA ESCOBEDO	500.00	9357
1919	01/17/25	SHRED SHRED-IT USA	263.19	9357
1920	01/17/25	SPRATT SPRATT AND ASSOCIATES LLC	7,500.00	9357
1921	01/17/25	TROPIC TROPIC ENTERPRISES LLC	4,503.00	9357
1922	01/17/25	VAH VISION ACE HARDWARE-LABELLE	195.62	9357
1923	01/17/25	AAPE AACTION POWER EQUIPMENT LLC	249.99	9360 Direct Deposit
1924	01/17/25	CQL CAPTAINS QUICK LUBE	69.95	9360 Direct Deposit
1925	01/17/25	INM INDEPENDENT NEWSMEDIA INC USA	667.50	9360 Direct Deposit
1926	01/17/25	LDRC LABELLE DOWNTOWN	1,741.00	9360 Direct Deposit
1927	01/17/25	MJW MARY JO WILSON	95.00	9360 Direct Deposit
1928	01/17/25	MUNES MUNICIPAL EMERGENCY SERVICES	2,821.28	9360 Direct Deposit
1929	01/17/25	PTLLC PROTECTED TRUST LLC	2,122.40	9360 Direct Deposit
1930	01/17/25	TERMAI TERRA MAINTENANCE CO	626.00	9360 Direct Deposit
1931	01/17/25	THEMA005 THE MAKER'S MOTIF INC.	494.00	9360 Direct Deposit
1932	01/24/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92	9362
1933	01/24/25	AAP ADVANCE AUTO PARTS	91.78	9363
1934	01/24/25	ABP ACCENT BUSINESS PRODUCTS	75.87	9363
1935	01/24/25	AZ AUTO ZONE	335.47	9363
1936	01/24/25	BESPO005 Bespoke Unlimited LLC DBA	711.00	9363
1937	01/24/25	BSA BRIDGE STREET AUTO PARTS, INC.	494.90	9363
1938	01/24/25	CENTLINK CENTURYLINK	368.44	9363
1939	01/24/25	CLINK CENTURYLINK	657.09	9363
1940	01/24/25	COLW CITY OF LABELLE, WATER & SANIT	3,072.54	9363
1941	01/24/25	COLW2 CITY OF LABELLE WATER AND SANI	6,374.74	9363
1942	01/24/25	CTTF COUNTY TRANSPORTATION TRST FND	4,352.44	9363
1943	01/24/25	DIVRET DIVISION OF RETIREMENT	289.96	9363
1944	01/24/25	DRFI DIAMOND R FERTILIZER CO. INC	142.43	9363
1945	01/24/25	FACA FLORIDA ANIMAL CONTROL ASSOC.	380.00	9363
1946	01/24/25	FPL FLORIDA POWER & LIGHT	118.04	9363
1947	01/24/25	HCOBCC HENDRY CO BOARD COUNTY COMM	652.50	9363
1948	01/24/25	HLRB HENDRY-LABELLE REC BOARD	44,000.00	9363
1949	01/24/25	HRCH HENDRY REGIONAL CORP. HEALTH	40.00	9363
1950	01/24/25	KIMTE005 KIMTEK CORPORATION	500.00	9363
1951	01/24/25	MGL MGL PRINTING SOLUTIONS	178.00	9363
1952	01/24/25	PBBI PITNEY BOWES BANK INC	277.50	9363
1953	01/24/25	PHILLIPS PHILLIPS A/C & HEATING SERVICE	400.50	9363
1954	01/24/25	SANDR005 SANDRA VARGAS RANGEL	500.00	9363
1955	01/24/25	UST UNITED STATES TREASURY	24.60	9363
1956	01/24/25	VAH VISION ACE HARDWARE-LABELLE	247.37	9363
1957	01/24/25	AESTF005 AEST FIRE & SAFETY	582.00	9366 Direct Deposit
1958	01/24/25	AMACS AMAZON CAPITAL SERVICES	177.85	9366 Direct Deposit
1959	01/24/25	EQUIP005 EquipmentShare.com, Inc.	1,771.04	9366 Direct Deposit
1960	01/24/25	GARBE005 GARBER CHEVROLET BUICK GMC	49,449.00	9366 Direct Deposit
1961	01/24/25	JOSHR JOSHUA RIMES	2,600.00	9366 Direct Deposit
1962	01/24/25	LEGACY LEGACY CUSTOM PRINTING, LLC	190.59	9366 Direct Deposit
1963	01/24/25	MUNES MUNICIPAL EMERGENCY SERVICES	2,090.00	9366 Direct Deposit
1964	01/24/25	PTLLC PROTECTED TRUST LLC	60.00	9366 Direct Deposit
1965	01/24/25	QUALITY QUALITY 1 AUTO CARE INC	555.23	9366 Direct Deposit

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED	GENERAL FUND POOLED CASH	Continued			
1966	01/24/25	RVE RVE, INC. D/B/A RVI	7,218.75		9366 Direct Deposit
1967	01/24/25	FDOR FLORIDA DEPT OF REVENUE	322.20		9368
1968	01/24/25	UST UNITED STATES TREASURY	886.26		9368
1970	01/28/25	YORDA005 YORDANYS RAMIREZ	379.99		9370
1969	01/31/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9369
1971	01/31/25	AFL AMERICAN FAMILY LIFE ASSR CO.	2,273.35		9371
1972	01/31/25	BCSI BUILDERS CHOICE SUPPLY INC	101.37		9371
1973	01/31/25	BROWEL BROWN'S WELDING LLC	3,350.00		9371
1974	01/31/25	CAC COX AIR CONDITIONING INC	25.00		9371
1975	01/31/25	CLA COLONIAL LIFE & ACCIDENT INS.	134.21		9371
1976	01/31/25	FPL FLORIDA POWER & LIGHT	0.00	01/31/25 VOID	0
1977	01/31/25	FPL FLORIDA POWER & LIGHT	19,076.10		9371
1978	01/31/25	GAFS GREAT AMERICA FINANCIAL SVCS	691.92		9371
1979	01/31/25	LEGALSH LEGAL SHIELD	73.75		9371
1980	01/31/25	LIBRARY LABELLE FREE PUBLIC LIBRARY	22,500.00		9371
1981	01/31/25	LIFEM005 Life Ministries of LaBelle Inc	100.00		9371
1982	01/31/25	MCS MONRO COMMERCIAL SOLUTIONS	480.25		9371
1983	01/31/25	MGL MGL PRINTING SOLUTIONS	1,182.00		9371
1984	01/31/25	UNWAYLEE UNITED WAY OF LEE COUNTY	30.00		9371
1985	01/31/25	VAH VISION ACE HARDWARE-LABELLE	755.72		9371
1986	01/31/25	AAPE AACTION POWER EQUIPMENT LLC	776.17		9373 Direct Deposit
1987	01/31/25	AMACS AMAZON CAPITAL SERVICES	2,385.39		9373 Direct Deposit
1988	01/31/25	NP NEWS-PRESS	2,625.52		9373 Direct Deposit
1989	01/31/25	PRM PUBLIC RISK MANAGEMENT	493.85		9373 Direct Deposit
1990	01/31/25	PTLLC PROTECTED TRUST LLC	38.94		9373 Direct Deposit
1991	01/31/25	QUALITY QUALITY 1 AUTO CARE INC	4,794.38		9373 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	87	1	203,498.67	0.00
Direct Deposit:	39	0	237,244.68	0.00
Total:	126	1	440,743.35	0.00

UTILITY DEPOSIT	Water Revenue Deposit				
2530	01/16/25	U-000134 ARDON, LUIS SAMUEL	137.93	01/16/25 VOID	9259 (Reason: lost check)
2531	01/16/25	U-000134 ARDON, LUIS SAMUEL	137.93		9259
2532	01/17/25	U-000172 GARCIA MORALES, MARIA	12.89		9359
2533	01/17/25	U-000173 CASILLA, MARTHA L	134.04		9359
2534	01/17/25	U-000174 LEVERANT, DAVID SHAW	70.75		9359
2535	01/17/25	U-000175 DOMINOS PIZZA	218.25		9359
2536	01/17/25	U-000176 MIMS, MICAH	189.75		9359
2537	01/17/25	U-000177 TOLEN, ALEXUS MONAE	62.08		9359
2538	01/24/25	U-000178 MORALES, JASMINE	10.03		9365
2539	01/24/25	U-000179 CUELLAR, SHANNON LEE	29.44		9365
2540	01/24/25	U-000180 HARRELSON, DONALD & HOLLI	1.53		9365

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	10	1	866.69	137.93
Direct Deposit:	0	0	0.00	0.00
Total:	10	1	866.69	137.93

UTILITY POOLED	UTILITY FUND POOLED CASH			
866	01/06/25	AMACS AMAZON CAPITAL SERVICES	44.99	9342 Direct Deposit

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
UTILITY POOLED	UTILITY FUND	POOLED CASH	Continued		
867	01/06/25	BMI BADGER METER INC.	114.66		9342 Direct Deposit
868	01/06/25	PRM PUBLIC RISK MANAGEMENT	59,483.29		9342 Direct Deposit
869	01/06/25	SFSLLC SUMMIT FIRE & SECURITY LLC	12.00		9342 Direct Deposit
870	01/06/25	WOODARD WOODARD & CURRAN INC	97,900.00		9342 Direct Deposit
871	01/06/25	FRS FLORIDA RETIREMENT SYSTEM	4,523.37		9347
872	01/06/25	EDMUNDS EDMUNDS GOVTECH	5,703.65		9348 Direct Deposit
873	01/06/25	PRM PUBLIC RISK MANAGEMENT	8,168.85		9348 Direct Deposit
874	01/06/25	ISBC IPITOMY SMARTER BUSINESS COMMU	19.31		9350
875	01/08/25	MGL MGL PRINTING SOLUTIONS	1,685.00		9352
876	01/08/25	POL POSTMASTER - LABELLE, FL.	1,276.80		9352
877	01/08/25	SSES SOUTHERN SEWER EQUIPMENT SALES	573,735.00		9353 Direct Deposit
878	01/17/25	ATTM AT&T MOBILITY	35.26		9358
879	01/17/25	FPL FLORIDA POWER & LIGHT	63.24		9358
880	01/17/25	LUMEN LUMEN	624.17		9358
881	01/17/25	SHRED SHRED-IT USA	87.72		9358
882	01/17/25	SPRATT SPRATT AND ASSOCIATES LLC	7,500.00		9358
883	01/17/25	PTLLC PROTECTED TRUST LLC	472.75		9361 Direct Deposit
884	01/24/25	ABP ACCENT BUSINESS PRODUCTS	70.87		9364
885	01/24/25	BSA BRIDGE STREET AUTO PARTS, INC.	347.15		9364
886	01/24/25	CENTLINK CENTURYLINK	122.82		9364
887	01/24/25	CLINK CENTURYLINK	20.39		9364
888	01/24/25	COLW2 CITY OF LABELLE WATER AND SANI	4,487.96		9364
889	01/24/25	CTTF COUNTY TRANSPORTATION TRST FND	77.62		9364
890	01/24/25	FPL FLORIDA POWER & LIGHT	556.65		9364
891	01/24/25	FRWA FLA.RURAL WATER ASSOCIATION	645.09		9364
892	01/24/25	PHILLIPS PHILLIPS A/C & HEATING SERVICE	133.50		9364
893	01/24/25	VAH VISION ACE HARDWARE-LABELLE	34.95		9364
894	01/24/25	PTLLC PROTECTED TRUST LLC	60.00		9367 Direct Deposit
895	01/24/25	WOODARD WOODARD & CURRAN INC	270,431.54		9367 Direct Deposit
896	01/31/25	CORE CORE & MAIN LP	2,994.71		9372
897	01/31/25	FPL FLORIDA POWER & LIGHT	22,103.54		9372
898	01/31/25	WSC WINDMILL SPRINKLER CO., INC.	15.70		9372
899	01/31/25	EVERG005 EVERGLADES EQUIPMENT GROUP	1,724.27		9374 Direct Deposit
900	01/31/25	FUI FERGUSON ENTERPRISES, INC.	4,214.17		9374 Direct Deposit
901	01/31/25	KBPI K&B PUMP & ELECTRICAL, LLC	7,567.80		9374 Direct Deposit
902	01/31/25	PRM PUBLIC RISK MANAGEMENT	115.88		9374 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	22	0	47,425.82	0.00
Direct Deposit:	15	0	1,029,748.85	0.00
Total:	37	0	1,077,174.67	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	119	2	251,791.18	137.93
Direct Deposit:	54	0	1,266,993.53	0.00
Total:	173	2	1,518,784.71	137.93

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	4-001	2,263.44	0.00	0.00	2,263.44
GENERAL FUND	5-001	418,028.60	0.00	20,451.31	438,479.91
WATER FUND	5-041	393,063.06	0.00	0.00	393,063.06
SEWER FUND	5-042	<u>684,111.61</u>	<u>0.00</u>	<u>0.00</u>	<u>684,111.61</u>
	Year Total:	<u>1,495,203.27</u>	<u>0.00</u>	<u>20,451.31</u>	<u>1,515,654.58</u>
WATER FUND	X-041	237.04	0.00	0.00	237.04
SEWER FUND	X-042	338.65	0.00	0.00	338.65
SANITATION OPERATION FUND	X-043	<u>291.00</u>	<u>0.00</u>	<u>0.00</u>	<u>291.00</u>
	Year Total:	<u>866.69</u>	<u>0.00</u>	<u>0.00</u>	<u>866.69</u>
Total of All Funds:		<u><u>1,498,333.40</u></u>	<u><u>0.00</u></u>	<u><u>20,451.31</u></u>	<u><u>1,518,784.71</u></u>

CITY OF LABELLE



MINUTES

Regular Commission Meeting

Thursday, January 09, 2025, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

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

4. Presentations

A. Law Enforcement Appreciation Day Proclamation

City Commission presented the National Law Enforcement Appreciation Day Proclamation to Lt. Allen.

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 December Check Register

B. Approval of Staff Reports:

-Building Department- Mark Lynch
-Planning and Zoning- Alexis Crespo

Motion made by Commissioner Akin to approve the Consent Agenda Items, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

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)

Regular Commission Meeting
January 09, 2025

A. Temporary Use & Special Event Application Swamp Cabbage Festival

Motion made by Commissioner Ratica to approve Swamp Cabbage Temporary Use & Special Events Application with beer, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously. Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

B. 725 West Hickpochee Avenue Tree Removal Permit

Motion made by Commissioner Vargas to approve 725 West Hickpochee Avenue Tree Removal Permit, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously. Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Mayor Wilkins requested the addition and discussion of the Southern Swamp Gala Temporary Use & Special Events Application.

Motion made by Commissioner Spratt to approve Southern Swamp Gala Temporary Use & Special Events Application upon approval from the Recreation Board and receiving No Objection Letters, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed 4-1. Voting Yea: Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas
Voting Nay: Mayor Wilkins

7. Public Hearings and/or Ordinances

None.

8. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

A. Insurance Claim - John Glen Hallihan

John Glen Hallihan presented his reasons for filing his insurance case with the City of LaBelle. A discussion ensued. The City Commission table this agenda item until February 13, 2025 City Commission Meeting.

9. City Related Business by Commissioners

Commissioner Vargas wished everyone a Happy New Year.

Commissioner Spratt wished everyone a Happy New Year.

Commissioner Ratica announced that "Smoke Under the Oaks" will be held for the LDRC at Barron Park on January 18, 2025. Additionally, Tito Ortiz will be a special guest and will serve as a judge, alongside our Mayor. She advised that "Light Up LaBelle" was awesome.

Commissioner Akin thanked the Hendry County Sheriff's Office for their work on speeders and advised to keep up the good work. A discussion ensued.

Regular Commission Meeting
January 09, 2025

Lilly Davenport and Superintendent Mitch Wills provided a brief overview of the current situation within Public Works and formally requested the emergency procurement of a bucket truck.

Motion made by Commissioner Akin to approve the Bucket Truck Emergency Purchase subject to the financing, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Lilly Davenport informed the City Commission that the City of LaBelle is anticipated to receive the 2023 Audit Report either this evening or by tomorrow.

10. Adjournment

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 7:02 PM.

Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, BAS, MMC, City Clerk

CITY OF LABELLE



MINUTES

Regular Commission Meeting

Thursday, December 12, 2024, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins., Mayor
Daniel Akin, 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 5:39 PM.

2. Invocation and Pledge of Allegiance

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

3. Roll Call

PRESENT

Mayor Julie C. Wilkins

Commissioner Daniel Akin

Commissioner Jackie Ratica

Commissioner Bobbie Spratt

Commissioner Hugo Vargas

Derek Rooney, City Attorney

Tijauna Warner, Deputy City Clerk

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

Motion made by Commissioner Spratt to move Item 8A Ordinance 2023-12 to the first item on the agenda, Seconded by Commissioner Ratica. Mayor Wilkins called for the question.

Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

- A. ORDINANCE 2023 - 12 (*second reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 15.95+/-ACRE PROPERTY LOCATED IMMEDIATELY NORTH OF STATE ROAD 80, WEST OF E. FORT THOMPSON AVE; AMENDING THE ZONING DISTRICT SINGLE-FAMILY-LOW DENSITY (R1-A) TO THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Derek Rooney sworn in all speakers for the Ordinance 2023-12 Public Hearing.

Derek Rooney read Ordinance 2023-12 title into the record.

Mayor Wilkins opened the Public Hearing

John Wegner (resident), Penny Noel (resident), Dennis Johnson (resident), Christina Davidson (resident), Jonathon Myrtil (resident), Daniel Rodriguez (resident), Steve Coder (resident) advised they are not in-favor of Ordinance 2023-12.

Mayor Wilkins closed the Public Hearing

Motion made by Commissioner Vargas to deny Ordinance 2023-12, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued.

Commissioner Vargas withdrew his motion, Commissioner Spratt withdrew her second.

Regular Commission Meeting
December 12, 2024

Motion made by Commissioner Vargas to approve Ordinance 2023-12 with all amendments outlined by Planning Staff Alexis Crespo, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed 3-2. Voting Yea: Commissioner Akin, Commissioner Spratt, Commissioner Vargas Voting Nay: Mayor Wilkins, Commissioner Ratica

Mayor Wilkins called a 5 Minute Recess.

5. Presentations

A. LaBelle SAHFI Drinking Water Facility Plan, Resolution, & Task Order

Justin deMello presented the SAHFI Drinking Water Facility Plan, Resolution, & Task Order.

Public Hearing Opens

Public Hearing Closed

Motion made by Commissioner Ratica to approve the Drinking Water Facility Plan, Seconded by Commissioner Akin. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Motion made by Commissioner Akin to approve Resolution 2024-33, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Motion made by Commissioner Akin to approve Drinking Water Task Order, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

B. LaBelle SAHFI Clean Water Facility Plan, Resolution, & Task Order

Justin deMello presented the SAHFI Clean Water Facility Plan, Resolution, & Task Order.

Public Hearing Opens

Public Hearing Closed

Motion made by Commissioner Spratt to approve the Clean Water Facility Plan, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Motion made by Commissioner Akin to approve Resolution 2024-34, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Motion made by Commissioner Ratica to approve the Clean Water Task Order, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

C. LaBelle Stormwater Facility Plan & Resolution

Justin deMello presented the Stormwater Facility Plan, Resolution, & Task Order.

Public Hearing Opens

Public Hearing Closed

Motion made by Commissioner Ratica to approve the Stormwater Facility Plans, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Motion made by Commissioner Vargas to approve Resolution 2024-35, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Motion made by Commissioner Vargas to approve Stormwater Task Order, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

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 *Month* Check Register

B. Approval of *Month* Minutes:

October 24, 2024 LPA Meeting Minutes

Regular Commission Meeting
December 12, 2024

October 24, 2024 City Commission Meeting Minutes
November 14, 2024 City Commission Meeting Minutes
December 2, 2024 City Commission Final Budget Special Meeting

C. Approval of Staff Reports:

-HCSO-Lt. Allen Hudson
-Fire Department-Chief Brent Stevens
-Building Department-Mark Lynch
-Code Enforcement-Zane Mungillo
-Planning and Zoning-Alexis Crespo
-Finance-Lilly Davenport
-Public Works-Mitch Wills
-Woodard & Curran-Justin deMello
-Four Waters Engineering- Laura Constantino

- D. Donation to LaBelle Heritage Museum - Lilly Davenport
E. Amendment No. 1 FDEP Grant LPA0179
F. Amendment No. 2 FDEP Agreement LPQ0020
G. Purchase of Animal Control Vehicle - Doug Morgan
H. ARPA Funding Priorities
I. Ajax Paving Agreement
J. DEP Agreement No. WG041 Change Order No. 2

Motion made by Commissioner Vargas to approve Consent Agenda excluding Items G, I, and L moved to Item 7. Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

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. CPH Professional Engineering Services Proposal and Authorizing the Mayor to Sign the Contract

Motion made by Commissioner Akin to approve CPH Professional Engineering Services Proposal and Authorizing the Mayor to Sign the Contract once it's approved by the City Attorney, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Regular Commission Meeting
December 12, 2024

- B. RESOLUTION 2024-32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; HENDRY COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SML, INC. FOR PROFESSIONAL RECORDS MANAGEMENT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner Akin to approve Resolution 2024 - 32, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

- C. RESOLUTION 2024-29 A RESOLUTION OF THE MAYOR ON BEHALF OF AND AUTHORIZED BY THE CITY COMMISSION OF THE CITY OF LABELLE PER THE 2023-28 RESOLUTION, APPROVING THE SWAMP CABBAGE FESTIVAL AND SWAMP STOMP 5K TEMPORARY USE & SPECIAL EVENTS APPLICATION, AND AUTHORIZING THE APPLICANTS TO SUBMIT A ROAD CLOSURE APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CITY OF LABELLE'S ANNUAL EVENTS.

Motion made by Commissioner Ratica to approve Resolution 2024-29, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Motion made by Mayor Wilkins to approve the Swamp Cabbage Temporary Use & Special Event Application without alcohol, Seconded by Commissioner Akin. Mayor Wilkins called for the question. A discussion ensued. Motion passed 4-1.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Spratt, Commissioner Vargas

Voting Nay: Commissioner Ratica

Motion made by Commissioner Spratt to approve all Contracts associated with the ARPA Project, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

- D. Direction of Review of South LaBelle Village Amendment

A discussion ensued in reference to having a planner for this specific project.

8. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

- A. Insurance Claim - John Glen Hallihan (rescheduled to January)

9. City Related Business by Commissioners

Regular Commission Meeting
December 12, 2024

Commissioner Akin expressed concerns about the status of the Interlocal Agreement with the County and a discussion ensued.

Commissioner Ratica informed the commission that she met with FDOT, and they had a copy of the petition, and they were listening to the residents.

Commissioner Spratt wished everyone a Merry Christmas and Happy New Year.

Commissioner Vargas advised he met with a consultant in reference to South LaBelle Village and that the Legislative Committee ended up with our top two priorities being affordable housing and impact fees with brief explanations. He thanked Woodard & Curran for being the tree sponsor for Light Up LaBelle, it was an excellent event.

Mayor Wilkins wishes everyone a safe and Merry Christmas and Happy New Year.

10. Adjournment

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 9:06 PM.

Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, BAS, MMC, City Clerk

CITY OF LABELLE



MINUTES

Local Planning Agency Meeting
Thursday, December 12, 2024, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins., Mayor
Daniel Akin, 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 5:36 PM.

2. Invocation and Pledge of Allegiance

Waived.

3. Roll Call

PRESENT

Mayor Julie C. Wilkins

Commissioner Daniel Akin

Commissioner Jackie Ratica

Commissioner Bobbie Spratt

Commissioner Hugo Vargas

Derek Rooney, City Attorney

Tijauna Warner, Deputy City Clerk

4. New Business

A. Direction of Review of South LaBelle Village Amendment

Motion made by Commissioner Spratt to move Direction of Review of South LaBelle Village Amendment to the Regular Scheduled Commission Meeting Agenda Item 7, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

5. Adjournment

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

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 5:39 PM.

Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, BAS, MMC, City Clerk

**CITY OF LABELLE
REGULAR COMMISSION MEETING
APRIL 11, 2024**

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

Vice-Mayor Akins called the regular commission meeting to order at 5:50 p.m. Commissioner Hugo Vargas spoke the invocation. Commissioner Bobbie Spratt led the pledge of allegiance. A roll call was taken. Members present were Commissioner Hugo Vargas, Commissioner Bobbie Spratt, Commissioner Jackie Ratica, and Commissioner Daniel Akin. Mayor Julie C. Wilkins was absent.

1. PUBLIC HEARING ITEMS FOR CONSIDERATION

Attorney Rooney swore in six members of the public who wished to speak on the quasi-judicial items.

a. **RED ROOSTER VARIANCE REQUEST RESOLUTION 2024-06**

Josephine Medina presented the request for the variance which involved a 5-foot setback from South Main Street rather than the required 20-foot setback for an accessory roof structure and noted that staff recommended approval with additional conditions for landscaping to enhance traffic calming and public safety. There were also concerns raised regarding the structure's safety and its impact on visual clarity in the area.

The applicant Juan Manuel Placencia told the Commission he would do what was necessary to be compliant.

Commissioner Spratt made a motion to approve the variance with the staff recommendations and the additional caveat that a permit be obtained, and additional fees be paid.

Commissioner Akin seconded the motion.

The motion passed 3-1.

Commissioner Vargas was not in favor.

b. **BEDOLLA RENTALS RNU REZONE- PROPOSED ORDINANCE 2023-27**

Attorney Rooney read Ordinance 2023-27 title into the record.

The discussion revolved around a proposed conventional rezone for a property designated from Multifamily Residential to Residential Neighborhood Urban (RNU). Alexis Crespo, City Planner, summarized the staff report highlighting inconsistencies between zoning allowances and future land use maps. She noted that during a recent community workshop, the neighborhood expressed wishes to maintain single-family residential characteristics. She stated that staff felt the zoning designation was inconsistent with the comprehensive plan; thus staff advised against higher density housing in the area. The motion to deny the zoning change was made, considering the community's preference and the lack of support for increased density.

Commissioner Spratt motioned to deny the zoning change.

Seconded by Commissioner Ratica.

The motion carried unanimously.

c. **RACETRAC ANNEX, CPA, PUD REZONE- PROPOSED ORDINANCE 2024-01, 2024-02, 2024-03**

Attorney Rooney read each ordinance's title into the record.

Commissioner Akin recused himself from voting on the item.

Josephine Medina, on behalf of the City planning staff, led the discussion that covered the annexation of a property for commercial use and its impact on zoning and land use designations. The focus was on a RaceTrac development with details about the structure, aesthetics changes, and added design elements like awnings and a new pitched roof for the patio. Ms. Medina noted that staff recommended approval with twenty-eight conditions. She noted that the daycare use had been removed. After a presentation of architectural changes and a material board display with color swatches, by Mercedes Gregorio, John Voit, and Neal Montgomery, the commission moved ahead with individual votes for the three ordinances.

*Commissioner Vargas motioned to approve Ordinance 2024-01.
Commissioner Spratt seconded the motion.
There was no public comment.
The motion carried 3-0, with Commissioner Akin abstaining.*

*Commissioner Spratt motioned to accept Ordinance 2024-02.
Commissioner Vargas seconded the motion.
There was no public comment.
The motion carried 3-0, with Commissioner Akin abstaining.*

*Commissioner Ratica motion to approve Ordinance 2024-03 PUD Rezone with the staff recommendations.
Seconded by Commissioner Vargas.
There was no public comment.
The motion carried 3-0, with Commissioner Akin abstaining.*

2. NON-PUBLIC HEARING ITEMS FOR CONSIDERATION

a. KUTTY TREE REMOVAL REQUEST

Ms. Medina presented a request for the removal of seven significant oak trees out of thirty-two located on the property to facilitate a planned 40-unit duplex development. She reviewed the site plan and earmarked tree replacement by replanting 120 inches of live oak trees, following the landscaping plans outlined in the Land Development Code (LDC).

Agustine Perez with HL Bennet and Associates was present to speak on behalf of the applicant. There was no public comment.

*Commissioner Vargas motioned to approve the proposed tree removal permit, subject to replanting of 120 inches of live oaks trees on-site, meeting the minimum size specifications of the Land Development Code.
Commissioner Spratt seconded the motion.
The motion passed 4-0.*

b. LABELLE DOWNTOWN REVITALIZATION CORPORATION ALCOHOL REQUESTS FOR EVENTS

Kelly Boone representing the LaBelle Downtown Revitalization Corporation, requested permission for alcohol sales at two upcoming events: Forge Under the Oaks, and Smoke Under the Oaks. The events necessitated safety considerations, with fire personnel being required on stand-by at the events as Fire Chief Brent Stevens stated. There was then discussion on the costs of having the fire department present at the events.

Commissioner Spratt asked to table the matter until more information could be provided.

Commissioner Vargas seconded the motion.

After further discussion on the fees for the fire department presence, Commissioner Spratt withdrew her motion.

Commissioner Spratt motioned to approve the two events with the use of alcohol.

Commissioner Ratica seconded the motion.

The motion passed 4-0.

c. LOAN TO PURCHASE 2024 TOP MOUNT PUMPER TRUCK

Gracie Morton, Finance Director for the City of LaBelle and the Commission discussed the necessity of replacing the fire department's pumper truck that recently failed an essential test. They reviewed multiple loan quotes, ultimately opting for the lowest interest rate offer that had a conditional term attached. Fire Chief Stevens spoke to the Commission about the need for the truck.

Commissioner Spratt motioned to purchase the pumper fire truck with the staff-recommended financing from First Bank, with the desire to pay the loan off as soon as possible.

Commissioner Vargas seconded the motion.

The motion passed 4-0.

d. BACKHOE REPLACEMENT

Superintendent of Public Works, Mitchell Wills, discussed the need for a new backhoe due to the deterioration of the current one. A reassessment of current financial resources indicated the necessity for this equipment, crucial for City maintenance tasks.

Commissioner Spratt motioned to approve the purchase of the backhoe costing \$130,000.

Commissioner Vargas seconded the motion.

The motion carried 4-0.

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

Steven Lynn, Director of the Hendry-LaBelle Recreation Department addressed the Commission to discuss the growing and aggressive homeless population, the need for action, and the safety concerns. Hendry County Sheriff's Deputy Todd updated the Commission on the actions the Sheriff's Department was taking to resolve the issue.

Kim Anderson, of Hendry-LaBelle Recreation, also spoke to the Commission about the response time of the Deputies when called for a trespass call.

4. CONSENT AGENDA

Commissioner Vargas requested that Item A: Release of funds to Barron Library be pulled from the consent agenda for discussion.

Commissioner Spratt motioned to approve the remainder of the Consent Agenda.

Seconded by Commissioner Vargas.

The motion passed 4-0.

Commissioner Vargas continued voicing his concerns with the operations of Barron Library. He and Danny Nelson, the representative from the Library, discussed additional training opportunities for the library staff and a representative from the Commission having an honorary position on the Library

Board. Commissioner Vargas recommended releasing the annual contribution of funds to the library, and only releasing the requested additional funds, once confirmation of the training was available. After further discussion the

*Commissioner Vargas motioned to release all funds requested.
Seconded Commissioner Spratt.
The motion passed 4-0.*

Gracie Morton, Finance Director addressed the Commission to request permission to have ARPA funds transferred to the utility operating account.

*Commissioner Ratica motioned to allow the transfer of funds.
Commissioner Spratt seconded the motion.
The motion passed 4-0.*

Attorney Rooney told the Commission of a utility easement needed for the Old Florida RV development that would go through the Wheeler planned development properties. He recommended that the Commission extend the Wheeler planned development for an additional ten years in exchange for the easement. He noted that when development was initiated, the Commission would still have approval rights.

*Commissioner Spratt motioned to approve the draft proposal presented with the final to come back before the board for approval.
Commissioner Ratica seconded the motion.
The motion passed 4-0.*

5. SUPERINTENDENT UPDATE

Superintendent Wills brought forward issues that required attention, particularly the perennial problem surrounding the fencing in certain areas of the City, and the urgent need to address this. Attorney Rooney recommended general amnesty for all existing fence code violation cases, effective as of April 11 with the payment of a fine.

*Commissioner Spratt motioned to approve the amnesty.
Commissioner Vargas seconded the motion.
After further discussion. The motion passed 4-0.*

CITY-RELATED BUSINESS BY COMMISSIONERS

Commissioner Ratica opened a discussion about the City's hiring process and possible pay raises, emphasizing the need for Commission involvement.

Commissioner Spratt recommended a freeze on all raises and senior management position replacements until further evaluations could take place. Attorney Rooney recommended that a motion be made to freeze all senior management positions and all raises.

*Commissioner Spratt motioned to freeze all the replacement senior positions and pay increases until further review could be made with any pending raises left to the discretion of the Vice-Mayor.
Commissioner Vargas seconded the motion.
The motion passed 4-0.*

Gracie Morton, cu offered to work remotely for an additional two months after her official date on May 2 with her salary and insurance remaining in effect during that time.

***Commissioner Spratt motioned to accept Mrs. Morton’s proposal.
Commissioner Vargas seconded the motion.
The motion passed 4-0.***

Superintendent Wills informed the Commission of the need for approval of a change order to remove curbing from a section of road.

***Commissioner Spratt motioned to approve the change order.
Commissioner Ratica seconded the motion.
The motion passed 4-0.***

Commissioner Vargas raised concerns on various issues not initially listed on the agenda, such as cybersecurity preparedness, and ongoing issues like homeless populations affecting city parks and staff safety.

Jessi Zubaty, Deputy City Clerk emphasized the need to hire experienced and qualified replacements for positions.

***Commissioner Spratt motioned to adjourn the meeting.
Commissioner Vargas seconded the motion.
The meeting was adjourned at 8:17 p.m.***

APPROVED:

Julie C. Wilkins, Mayor

Attest:

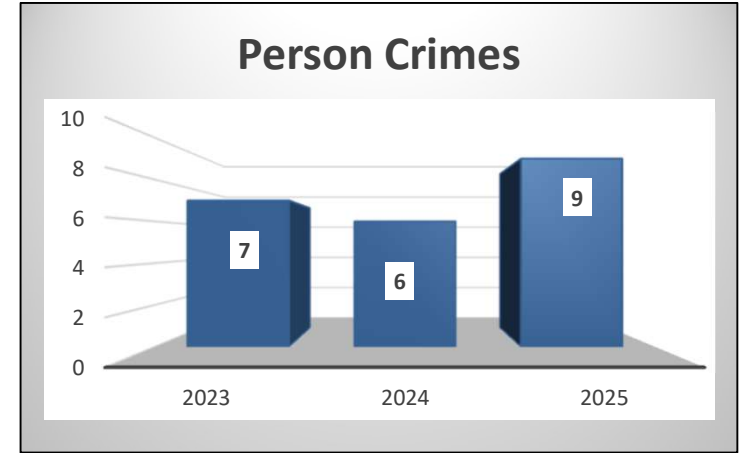
Tijauna Warner, BAS, MMC
Deputy City Clerk

Hendry County Sheriff's Office

City of LaBelle Crime Report for January 2025 Meeting

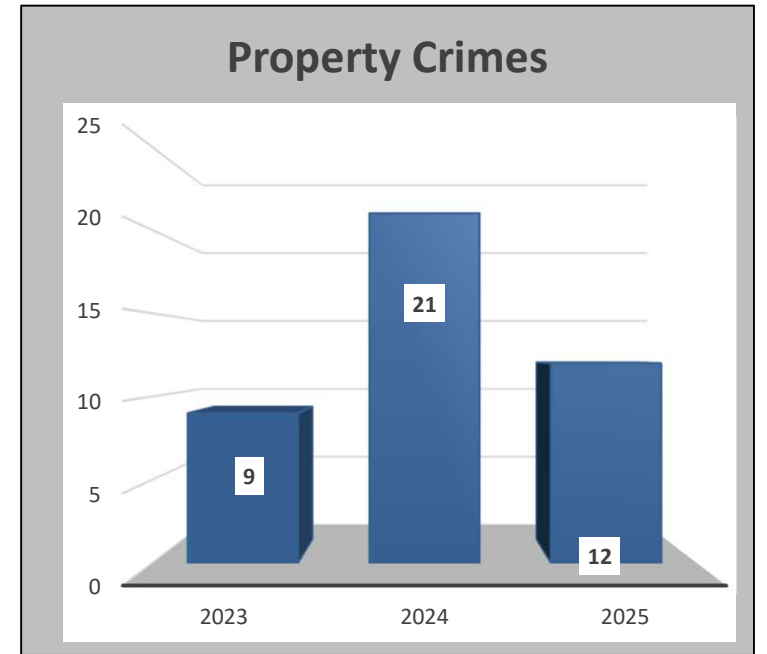
Person Crimes	Jan. 2025	Dec	Nov	Oct.
Homicide	0	0	0	1
Robbery	0	0	0	1
Sex Crime	0	0	1	0
Assault	3	1	1	1
Battery - Simple	2	2	3	2
Domestic	4	3	3	5
TOTAL	9	6	8	10

YTD 2025	YTD 2024	YTD 2023
0	0	0
0	0	0
0	0	0
3	0	0
2	2	2
4	4	5
9	6	7

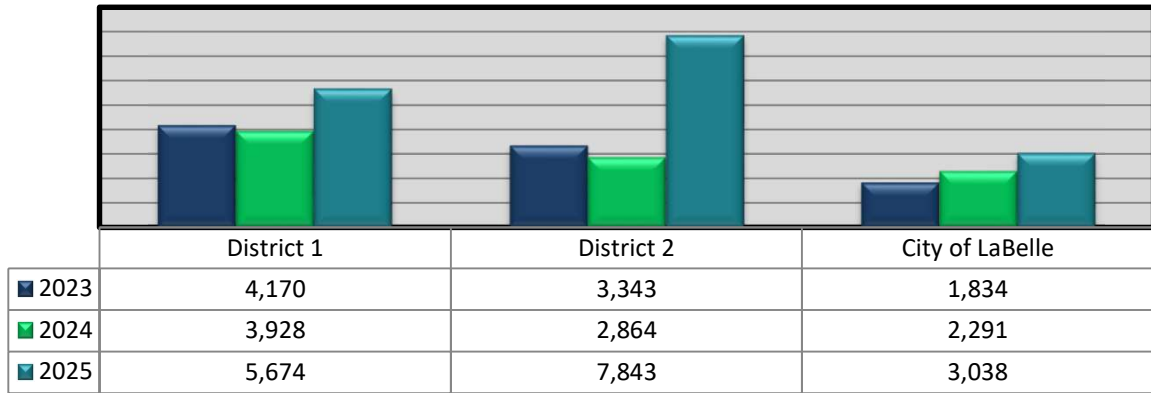


Property Crimes	Jan. 2025	Dec.	Nov	Oct.
Stolen Vehicle	0	1	1	3
Theft				
- Construction	0	0	0	0
- Residential	4	3	3	8
- Retail	1	0	0	2
Burglary				
- Residential	0	0	0	1
- Business	1	0	0	0
- Vehicle	0	0	1	2
Criminal Mischief	6	1	1	5
TOTAL	12	5	6	21

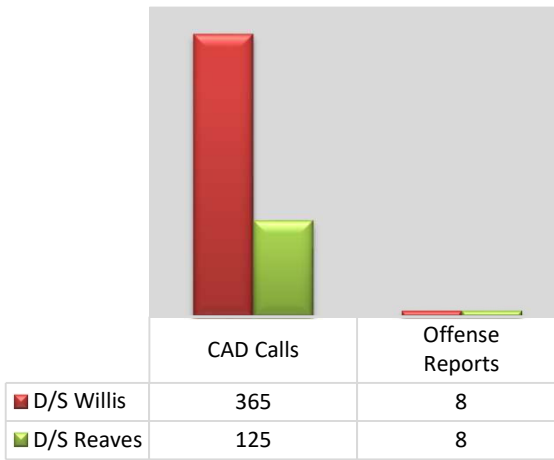
YTD 2025	YTD 2024	YTD 2023
0	2	2
0	0	0
4	4	3
1	2	0
0	2	0
1	1	0
0	6	1
6	4	3
12	21	9



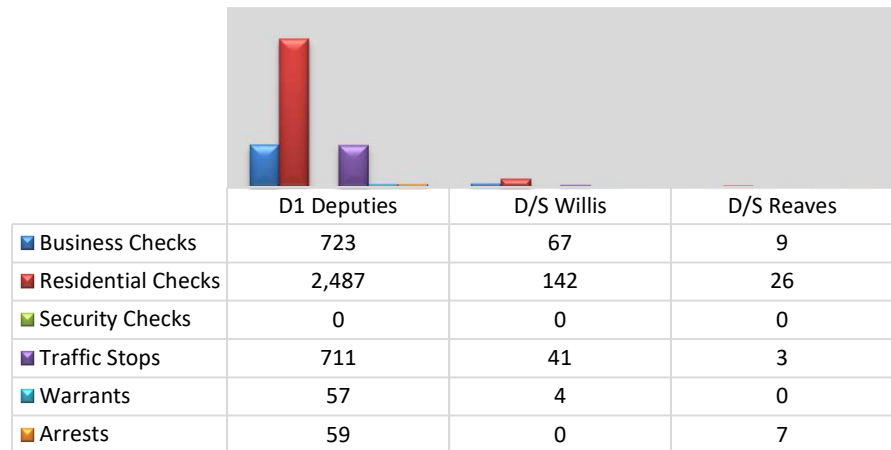
Year-to-Date Call Summary, by District



City Units



City of LaBelle



La Belle Fire Department

Agenda Items

La Belle Fire Department Response:

Jan Calls- 92

*Engine Status

All Engines in service.

* Truck Repairs

N/A

*County Response

4 Calls of Mutual Aid given in January.

*Station and Ladder

The City of LaBelle Fire Department awaits the State of Florida to complete the contract for the station. LaBelle Fire requesting to complete contract with Pierce Fire Apparatus for order of ladder.

*Study

Fitch & Associates presentation Feb. 13th 2025.

Chief Brent Stevens

La Belle Fire Department

Range: First to Last Issue Date Range: 01/01/25 to 01/31/25

**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 PL ROW PLANNING	TOTAL ELECTRICAL PL UA LT PLUMBING
Grand Totals:	9,204,597.63	0	PAID: 0.00 0.00	0.00 15,104.19 1,678.88 0.00	0.00 2,165.43 0.00 327.00
			PERMIT COUNT:	0 15 4 0	0 8 0 4

BP SURC2 - Bldg Code Admin & Inspect Brd		BP SURCH - FL Building Commission Surchar	
1. Number of permits issued at the minimum surcharge rate 14 x \$2	\$ 28.00	1. Number of permits issued at the minimum surcharge rate 15 x \$2	\$ 30.00
2. Permit fees collected at other than minimum surcharge	\$ 42,319.24	2. Permit fees collected at other than minimum surcharge	\$ 42,147.24
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5)	\$ 634.79	3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010)	\$ 421.47
4. Total of Lines 1 & 3	\$ 662.79	4. Total of Lines 1 & 3	\$ 451.47
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 66.28	5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 45.15
6. Surcharge amount due (line 4 less line 5)	\$ 596.51	6. Surcharge amount due (line 4 less line 5)	\$ 406.32

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

Range: PID: First to Last Range of Util Accounts: First to Last
 :
 :
 :
 Range of Codes: BUI to BUI Range of Years: First to 2026 Range of Periods: 1 to 12
 Range of Batch Ids: First to Last Range of Dates: 01/01/25 to 01/31/25
 Range of Sections: First to Last Name to Print: Bill To
 Print Ref Num: N
 Payment Type Includes: Sp Charges: Y Prop Lien: N Sp Assmnt: Y Water: Y Sewer: Y
 Voucher Agency: Y Garbage: Y Invoice: Y Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y Voucher: N VT: Y
 Range of Installment Due Dates: First to Last
 Print Only Miscellaneous w/Parcel Id: N Sort Miscellaneous Payments by Utility Account: N
 Print Only Miscellaneous w/Utility Id: N

Code Description	Count	Principal			Interest	Total
		Arrears/Other	Fiscal 2024	Fiscal 2025		
BUI BUILDING DEPT PYMTS	73	19,615.87	0.00	0.00	0.00	19,615.87
Invoice Payments	73	19,615.87	0.00	0.00	0.00	19,615.87
Payments Total:	73	19,615.87	0.00	0.00	0.00	19,615.87
Cash O/S Total:	0	0.00	0.00	0.00	0.00	0.00
NSF Reversals Total:	0	0.00	0.00	0.00	0.00	0.00
Total:	73	19,615.87	0.00	0.00	0.00	19,615.87

Total Cash: 0.00
 Total Check: 952.58
 Total Credit: 0.00
 Total V Term: 18,663.29

Hugo Vargas
Commissioner

Daniel W. Akin
Commissioner



“The City of Oaks”

Julie C. Wilkins
Mayor

Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

Code Enforcement Report

December 2024

12/01/2024 - 12/31/2024

Labelle Code Enforcement was working on sixty-eight open cases, with thirteen new cases being opened in the month of December and 21 were closed for compliance. Two citizen complaints were filed and investigated, and 62 total violation inspections were carried out. Ther department mailed out 7 courtesy letters, 25 notices of hearings and violations, and 3 affidavits of non-compliance. The department is steadily investigating 22 zoning violations for incompatible uses. The department conducted 1 lien search. The city dock saw 16 reservations bringing in \$346.19

January 2025

01/01- 01/31

Labelle Code Enforcement is currently working on sixty-three open cases, 13 new cases were opened this month and fourteen were closed for compliance. Thirteen citizen complaints were filed and investigated, and 81 total violation inspections were carried out. The department sent out 11 courtesy letters, 1 notice of hearings and violation, 3 orders imposing lien /corrective action, 4 findings of fact, and 1 affidavits of non-compliance. The department is steadily investigating 22 zoning violations for incompatible uses. The department conducted 9 lien searches. \$300 in citations were paid and the city dock saw 21 reservations bringing in \$851.85

Zane Mungillo
Code Enforcement



Hugo Vargas
Commissioner

Daniel W. Akin
Commissioner

Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

“The City Under The Oaks”

Julie C. Wilkins
Mayor

**FEBRUARY 2025
PLANNING DEPARTMENT REPORT**

Application Name	Application No.	Status	Ordinance/ Resolution No.
APPLICATIONS UNDER REVIEW			
Anchor Preschool	SE2024-03	Insufficiency Sent 12/16/2024	
SR 80 Commercial PUD	PUD2025-01	Awaiting Payment	
Residences at Grande Oaks	ANX-CPA-PUD	Insufficiency Sent 12/2/2024	
Accurate Drilling PUD Rezone	PUD2024-02	Awaiting Resubmittal	
Tarrero Supply Group	VAR2025-01	On February Commission	TBD
PRE-APPLICATION MEETINGS			

II. City-Initiated Land Development Code Amendments

LDC Amendment/Subject Area	Status	Ordinance
Downtown Walking District Future Land Use Element Amendment	TBD	
Comprehensive Plan Assessment for F.S. Updates	February 2025	

III. Zoning Map Corrections/City-Initiated Rezonings

Comprehensive Plan & LDC Updates per 2021-2023 Legislative Changes

V. Permits and Site Construction Plans

Application Name	Application No.	Status
330 N Bridge Street	Sign Permit	Under Review
737 S. Main Street	Fence Permit	Rejected 10/1/2024
Wal-Mart Expansion	Site Construction Plan	Rejected 12/1/2024



woodardcurran.com
COMMITMENT & INTEGRITY DRIVE RESULTS

MONTHLY STATUS REPORT

DECEMBER 2024

CITY OF LABELLE, FL



Prepared for:
Mayor Julie Wilkens

Delivered on
January 7, 2024

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Table 6-3:	City of LaBelle Water Production and Distribution
Table 8-1:	Project Financials for September
Table 8-2:	Transition Budget Status
Table 9-1:	Corporate Support
Table 9-2:	Project Staff, Title and Certifications

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Figure 6-2:	Effluent Flow vs Influent Flow (MGD)
Figure 6-3:	Effluent Biochemical Oxygen Demand (BOD)
Figure 6-4:	Effluent Total Suspended Solids (TSS)
Figure 6-5:	Deep Injection Well Volume
Figure 6-6:	Finished Water Flow
Figure 6-7:	Finished Water Chlorine Residual
Figure 7-1	Corrective and Preventative Work Order History Report

EXECUTIVE SUMMARY

This Monthly Status Report covers the reporting period from December 1st, 2024, through December 31st, 2024.

December 2024 was another successful month of operations at the City of LaBelle's Water and Wastewater Project. "SAFETY" is always the number one priority at Woodard & Curran and as of December 31st, W&C staff have worked a total of 1218 days without lost time or recordable incident. In December, all the required monthly safety training was completed on time.

Project staff continue to reach out to new Food Service Establishments (FSE's) to ensure enrollment in the new FOG Best Management Practices (BMP) Portal site and compliance with program requirements.

- On December 2nd, W&C staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC. The month of December has 5 Mondays which totals 20 generator tests this month.
- On December 2nd, W&C staff Steve Lindemann was on site for local staff to complete Arc Flash Safety Training and Certification, Adam Barde, Joseph Thomas, and Salvador Mora were certified.
- On December 3rd, W&C staff met with Sanders Environmental Laboratories onsite to pull monthly samples on both the upper and lower monitor wells, and the deep injection well samples at the drinking water plant for permit # 98493 329487-004. These are monthly compliance sampling requirements. These samples are coordinated with Sanders Labs on the first Tuesday or Thursday of the first full week of each month.
- On December 5th, a power surge damaged the high service pump pressure transducer this sends feedback to the VFDs to increase or decrease speed as needed. Without the transducer the pumps will always run at 100%. The part has a two-to-four-week lead time before it would get delivered. Two were ordered to ensure a spare will be on site. W&C staff checked with local utilities for a spare and found one at Water Conserv II. W&C staff were able to retrieve the transducer and install it this same evening. Without this the pumps would need to be operated manually 24 hours, 7 days for the next several weeks. Operator

overtime for 16 hrs. at 7 days approximately \$4368.00 per week. Considerable savings in overtime costs.

- Scheduled for January 13th, with Miller Septic to start semi-annual cleaning of lift stations.
- Due to the failure of effluent pump #2 at the WWTP, an emergency lift station pump with generator was installed in the effluent well by Restorative and Preventive Solutions on October 10th. This pump is supplemental to the existing effluent pumps which are not keeping up with the regular flow due to excessive wear. The rental unit is approximately \$5000.00 per month and is being charged to the O&M budget. The city staff has been very helpful with keeping the diesel fuel in the generator.

1. ADMINISTRATIVE

1.1 Woodard & Curran Regional Office

Woodard & Curran's local office location:
1511 N Westshore Blvd.
Tampa, FL 33607

1.2 Meetings

W&C project staff meet at the Water Plant every morning to discuss and plan the operational events of the day and discuss a daily tailgate safety topic.

- On December 5th, W&C Engineering meeting with City staff, Katherine St in kind project for DEP, Water and wastewater funding repair priorities.
- On December 12th, W&C engineering meeting funding and compliance.
- On December 12th, Commission meeting
- On December 19th, W&C staff and engineering and funding meeting with city staff.

1.3 Vendors

W&C continues to reach out to potential project vendors to continue the Independent Contractor Agreement (ICA) and Purchase Order (PO) process. As invoices are received from the city, W&C starts the application process to create POs for each vendor. In November, the following vendors were added to a W&C PO and/or (ICA) Independent Contractor Agreement.

- American Water Chemical, Beatriz Colacippo 813-846-5448
1802 Corporate Center Lane, Plant City, FL 33563
- PSI Technologies, Jeremy Fisher, 239-645-2698
3520 Investment Lane Unit 33 Riviera Beach FL 33404
- Calusa Environmental, Trina Moore, 863-465-7155
PO Box 1347 LaBelle, FL 33975
- Miller Septic North Environmental Inc. Lydia Billips 386-673-5550
19420 Doris Ln North Fort Myers, FL 33917
- Restoration & Protective Solutions LLC. Peter Giustina II 941-575-1255
12705 Tamiami Trail Punta Gorda, FL 33955
- Advanced Lift station services, Brett 239-292-6406, 1-888-993-5438
1871 Pine Ave Alva FL 33920



- Pittsburg Tank & Tower Group Maintenance Division, Dennis Paquet
dpaquet@pttg.com P: 270-826-9000 Ext: 4604 | F: 270-215-5713 PO Box 1849
Henderson, KY 42419

2. SAFETY

2.1 Monthly Safety Training

Woodard & Curran provides monthly safety training to all employees. Upon being hired, all new LaBelle employees receive an extensive array of health & safety training topics to get them fully up to speed on health and safety requirements. The safety topic for December was “Confined Spaces”. Additionally, Woodard & Curran staff members hold regular safety meetings. A brief general safety topic will be discussed as well as any unusual conditions existing at the plants and any additional safety concerns that should be considered given those conditions.



Woodard & Curran has worked 1218 days without lost time or recordable incident as of December 31st, 2024.

All Woodard & Curran personnel assigned to the LaBelle project are participating in the “Safe People are Recognized as the Key to Success” (SPARKS) program. Employees who stay current on their monthly safety training, participate in monthly safety meetings, and who do not incur lost time from a work-related accident, are eligible to receive a SPARKS bonus at the end of the year. This bonus begins at \$200.00 and can reach \$500.00 based upon five successive years of meeting SPARKS goals.

Monthly Safety training completed by W&C staff in December consisted of:

- W&C Health & Safety Daily Orientation (Tailgate).
- On December 4th, W&C staff participated in a spark’s safety meeting on “Embracing Change”.
- W&C staff individually participated in the Pure Safety program in December and the safety stand down.
- On December 18th, W&C staff participated in a safety stand down “dangers of ice slip and falls.”

Additional Health & Safety Support Included:

- With the assistance of W&C’s Health & Safety Team, the creation of a Job Safety Analysis (JSA’s) for the LaBelle project was completed and is in the LaBelle team’s folder, for all employees to access.
- In December, there were no “Loss Time” accidents reported at the water or wastewater plant.

- In December, there were no “Loss Time” accidents reported at any of the 24 wastewater lift stations.

2.2 Safety Audit Update

“SAFETY” is always the number one priority at W&C. On October 13th, 2020, and September 11th, 2021, a safety audit was performed at the City of LaBelle’s water utilities which recorded 112 findings that yielded a total of 219 action items to be corrected. W&C’s goal is to correct all action items in a timely manner, except items that require funding from Capital.

As of December 31st, 219 of the 219 items action items have been completed, currently at 100% completion.

3. SEWER USE ORDINANCE, FATS, OIL AND GREASE PROGRAM (FOG)

3.1 FOG Program Updates for December

- In December, project staff worked onsite with waste haulers at different FSE's to ensure that grease traps are being pumped to satisfy Best Management Practices (BMP's) and maintain compliance with the City's FOG ordinance requirements.
- W&C staff continues to work with numerous Waste Hauler's on manifest interpretation and submittal of forms to the FOG BMP portal site.
- Woodard & Curran staff created an Excel spreadsheet for the city billing office staff and dept. heads to implement/track proper FSE (account) billing.
- Woodard & Curran staff worked with two new FSE's this month ensuring proper grease traps were installed and FOG application were submitted & FOG portal site was updated.
- Woodard & Curran staff have been working with all FSE's in the City to reduce & help insure proper treatment & removal FOG from the City's infrastructure.

65 Total FSE's

6 FSE's handed over to City Code Enforcement

5 FSE's FOG Inspections

17 FSE's Site Visits

4. ENVIRONMENTAL COMPLIANCE

4.1 Environmental Compliance Activity

Woodard & Curran strives for 100% compliance at both treatment plants. Below is a summary of the compliance activity for the month of November.

- On December 2nd, W&C staff submitted the November drinking water monthly operation report to the Department of Environmental portal.
- On December 2nd, W&C staff submitted the November Fluoride drinking water monthly operation report to the Health Department Portal in Tallahassee FL.
- On December 2nd, W&C staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On December 3rd, W&C staff submitted the October Discharge Monitoring Report for wastewater to the Department of Environmental Protection portal for Permit # FLA014283-007.
- On December 3rd, W&C staff met with Sanders Environmental Laboratories onsite to pull monthly samples on both the upper and lower monitor wells, and the deep injection well samples at the drinking water plant for permit # 98493 329487-004. These are monthly compliance sampling requirements. These samples are coordinated with Sanders Labs on the first Tuesday or Thursday of the first full week of each month. These include quarterly heavy metals and radiological samples.
- On December 3rd, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.
- On December 3rd W&C staff collected the 1st set of distribution drinking water bacteriological samples, raw water bacteriological samples for November 2024 for 62-555 FAC, and sent them to Sanders Laboratories for analysis.
- On December 4th, W&C Staff submitted the annual reuse report to the Department of Environmental Protection portal for permit # FLA014283.
- On December 9th, W&C staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.

- On December 9th and 10th, a 2-day bacteriological clearance and boil notice was performed on Third Ave in the Belmont neighborhood, affecting 10 homes.
- On December 10th, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.
- On December 10th, W&C staff collected the 2nd set of distribution drinking water bacteriological samples, and the split-fluoride samples for October 2024 for 62-555 FAC, and sent them to Sanders Laboratories for analysis.
- On December 12th, main break and valve replacement lead to a city-wide boil notice. Bacteriological survey was cleared on December 14th after 12:00 pm.
- On December 17th, City staff repaired a two- inch main on Lillian St. The water was shut off to this street, a 2-day boil notice and bacteriological survey was performed.
- On December 16th, W&C staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On December 17th and 18th, a 2-day bacteriological clearance and boil notice was performed on Lillian St south of Cowboy Way.
- On December 17th, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.
- On December 19th, 6" main break between Jeniva St and Jasmine St. The water was shut off for repair, a 2-day boil notice and bacteriological survey was performed.
- On December 23rd, W&C staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On December 24th, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.
- On December 27th, W&C staff submitted the Deep Injection Well Discharge Monitoring Report to the Department of Environmental Protection for the month of November 2024 for UIC Permit # 329487-004-UO/1X.
- On December 30th, W&C staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.

- On December 31st, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.

4.2 Upcoming Compliance Events

- In January Crom (Tank) Corp, repairs the storage tanks from hurricane damage.
- In February 2025, the drinking water storage tank is due for inspection.
- City distribution valve exercising program (4 Waters engineering working on this plan).

5. CONSTRUCTION PROJECTS

5.1 Construction

- Construction continues at Bel Arbor. The city staff administration has assumed the duties with new construction sewer inspections.
- Construction continues at Old Florida RV Park.
- Construction continues at Pulte Homes.

6. PLANT OPERATIONS

6.1 Wastewater Treatment

In December, WWTP had another successful month of operation. In accordance with the FDEP permit, W&C staff collected various compliance samples throughout the month. Summarized in table 6-1 are the total flows for the influent and effluent as well as key permit constituents. The flows are displayed in Million Gallons per Day (MGD) Table 6-1 below, displays a one year rolling average.

Table 6-1: WTP Flows and Loads

<i>WWTP Flows and Loads</i>							
Month	Influent Flow MGD	Influent BOD mg/L	Influent TSS mg/L	Effluent Flow MGD	Effluent BOD mg/L	Effluent TSS mg/L	Total Biosolids Transferred Dry Ton
Jan 2024	0.531	382	147	0.493	5.00	12.02	34.73
Feb 2024	0.536	261	178	0.501	6.75	13.38	*
Mar 2024	0.522	340	103	0.501	7.00	17.70	*
Apr 2024	0.489	331	120	0.472	6.60	9.84	*
May 2024	0.463	374	164	0.452	6.50	7.83	*
Jun 2024	0.584	377	119	0.577	6.00	5.63	9.19
Jul 2024	0.641	171	116	0.667	6.20	9.72	*
Aug 2024	0.596	357	145	0.633	5.50	10.83	*
Sep 2024	0.565	254	112	0.629	6.75	6.83	9.66
Oct 2024	0.567	358	141	0.650	5.25	8.85	*
Nov 2024	0.489	303	145	0.556	6.75	7.33	*
Dec 2024	0.487	265	157	0.570	5.75	17.43	*
Minimum	0.463	171	103	0.452	5.00	5.63	*
Maximum	0.641	382	178	0.667	7.00	17.70	34.73
Total	6.471	3,772	1,646	6.702	74.05	127.36	53.58
Average	0.539	314.42	137	0.558	6.17	10.62	4.87

Asterisk (*) denotes no sludge processed during these months.

Figure 6-1: Effluent Flow vs Rainfall in Inches

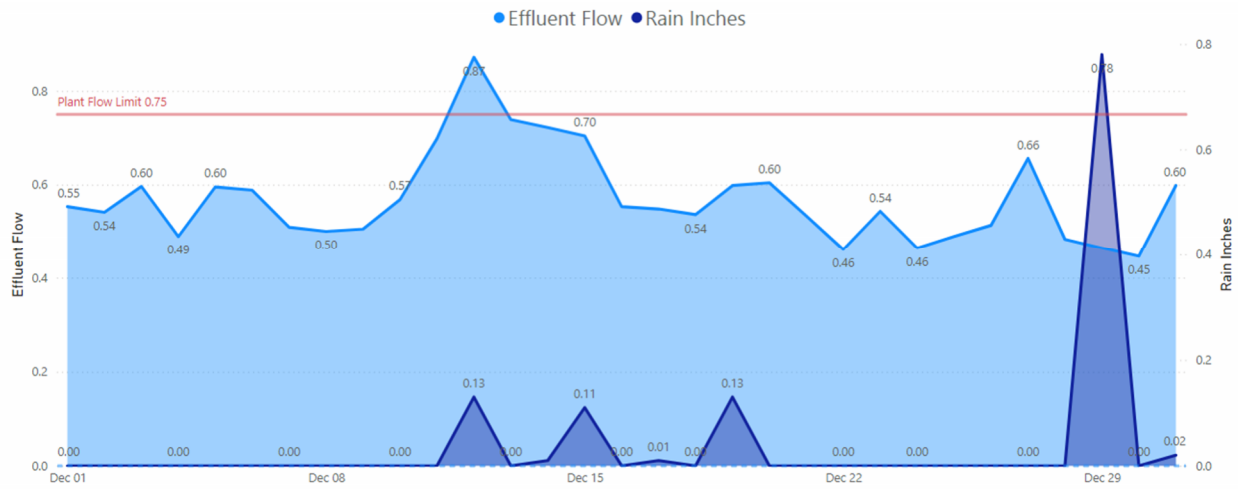


Figure 6-2: Effluent Flow vs Influent Flow (MGD)

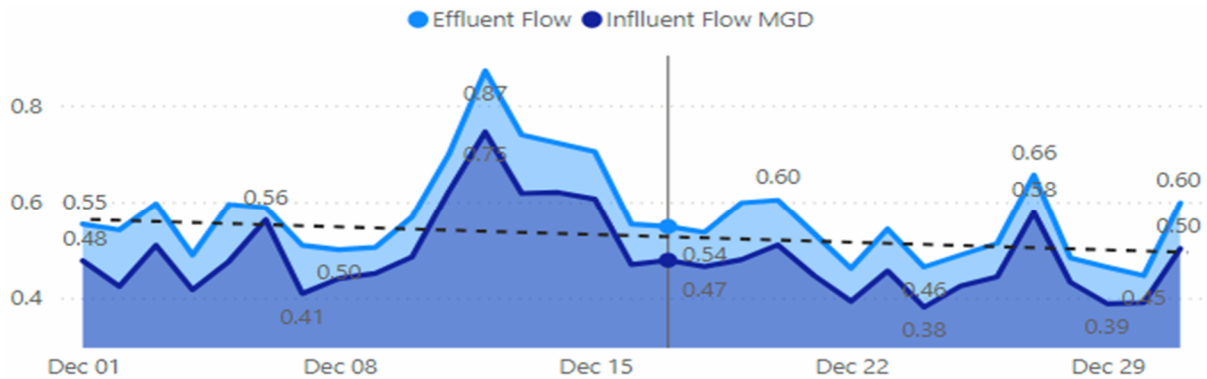


Figure 6-3: Effluent Biochemical Oxygen Demand (BOD)

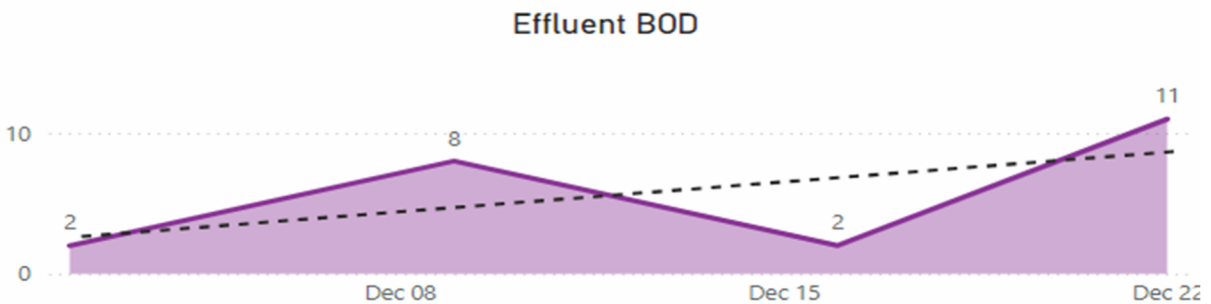
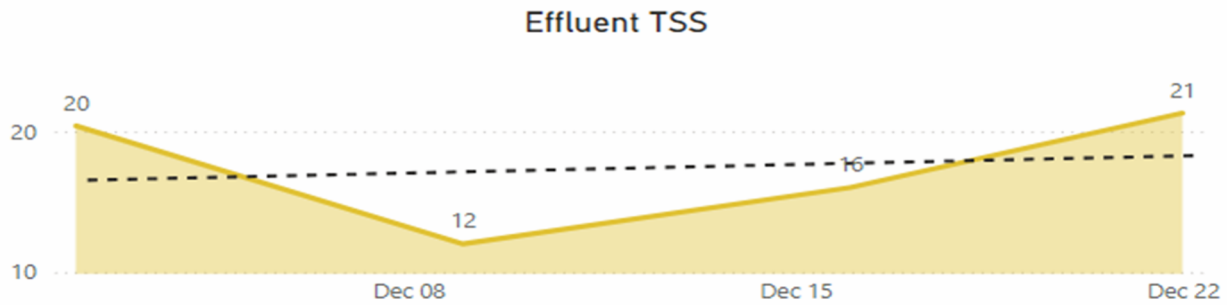


Figure 6-4: Effluent Total Suspended Solids (TSS)



*This graph is awaiting laboratory data from the Laboratory.

6.2 Chemicals Delivered Waste Plant

- On December 4th, Hawkins Chemical delivered 1,378 gallons of Sodium Hypochlorite to the waste plant for disinfection.
- On December 16th, Hawkins Chemical delivered 1,139 gallons of Sodium Hypochlorite to the waste plant for disinfection.
- On December 30th, Hawkins Chemical delivered 1,219 gallons of Sodium Hypochlorite to the waste plant for disinfection.

6.3 Biosolids

- In December, no biosolids were processed.

Table 6-2: Biosolids

Wastewater Biosolids			
Month	Liquid Sludge Hauled Gal	Liquid Sludge Hauled Dry Ton	Total Biosolids Transferred Dry Ton
November	0	0	0

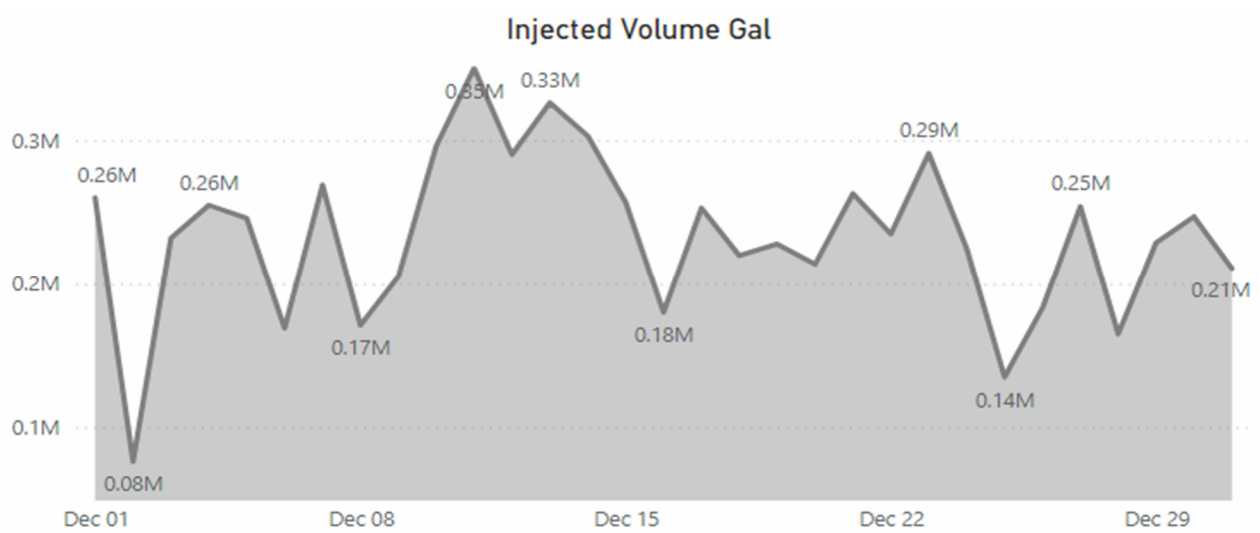
6.4 Water Treatment

Below is a table representing the average MGD of water pumped from the groundwater supply wells and finished treated water leaving the plant. The water loss data derives from the delta between the total treated water leaving the plant and the metered customer usage and is represented in the percentage of water loss. The table represents a 12-month rolling average of the data.

Table 6-3: City of LaBelle Water Production and Distribution

Month	Well 102 Total Flow MGD	Well 103 Total Flow MGD	Total Volume Withdrawn MGD	Finished Water Treated MGD	Total Injection Well Volume MG	Line 11 Water Loss %
Jan 2024	0.231	0.686	0.917	0.724	0.209	22.25
Feb 2024	0.439	0.615	1.033	0.843	0.236	10.50
Mar 2024	0.370	0.647	0.976	0.760	0.211	37.41
Apr 2024	0.434	0.551	0.985	0.789	0.224	21.39
May 2024	0.385	0.732	1.118	0.893	0.223	19.71
Jun 2024	0.625	0.275	0.900	0.738	0.212	11.77
Jul 2024	0.574	0.295	0.870	0.716	0.202	30.46
Aug 2024	0.367	0.597	0.964	0.774	0.223	20.16
Sep 2024	0.462	0.446	0.908	0.738	0.208	26.05
Oct 2024	0.373	0.533	0.906	0.730	0.218	23.53
Nov 2024	0.215	0.748	0.963	0.781	0.223	18.39
Dec 2024	0.245	0.754	0.999	0.802	0.233	N/A
Minimum	0.215	0.275	0.870	0.716	0.202	10.50
Maximum	0.625	0.754	1.118	0.893	0.236	N/A
Total	4.722	6.880	11.539	9.287	2.623	262.23
Average	0.393	0.573	0.962	0.774	0.219	21.85

Figure 6-5: Deep Injection Well Volume



* Instrumentation for the chart above was under maintenance in the month of May preventing data accumulation.

Figure 6-6: Finished Water Flow

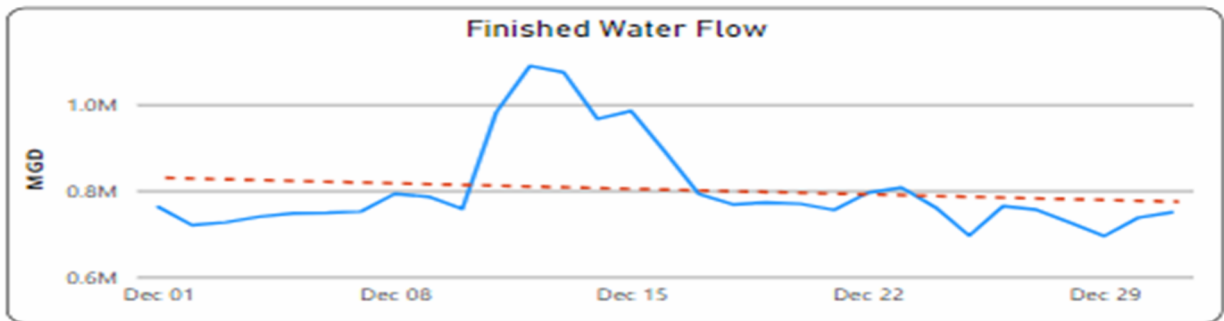
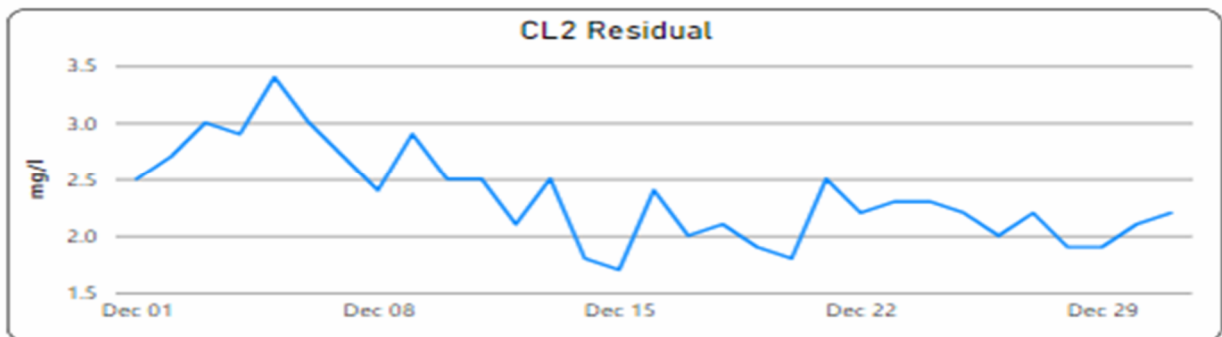


Figure 6-7: Finished Water Chlorine Residual

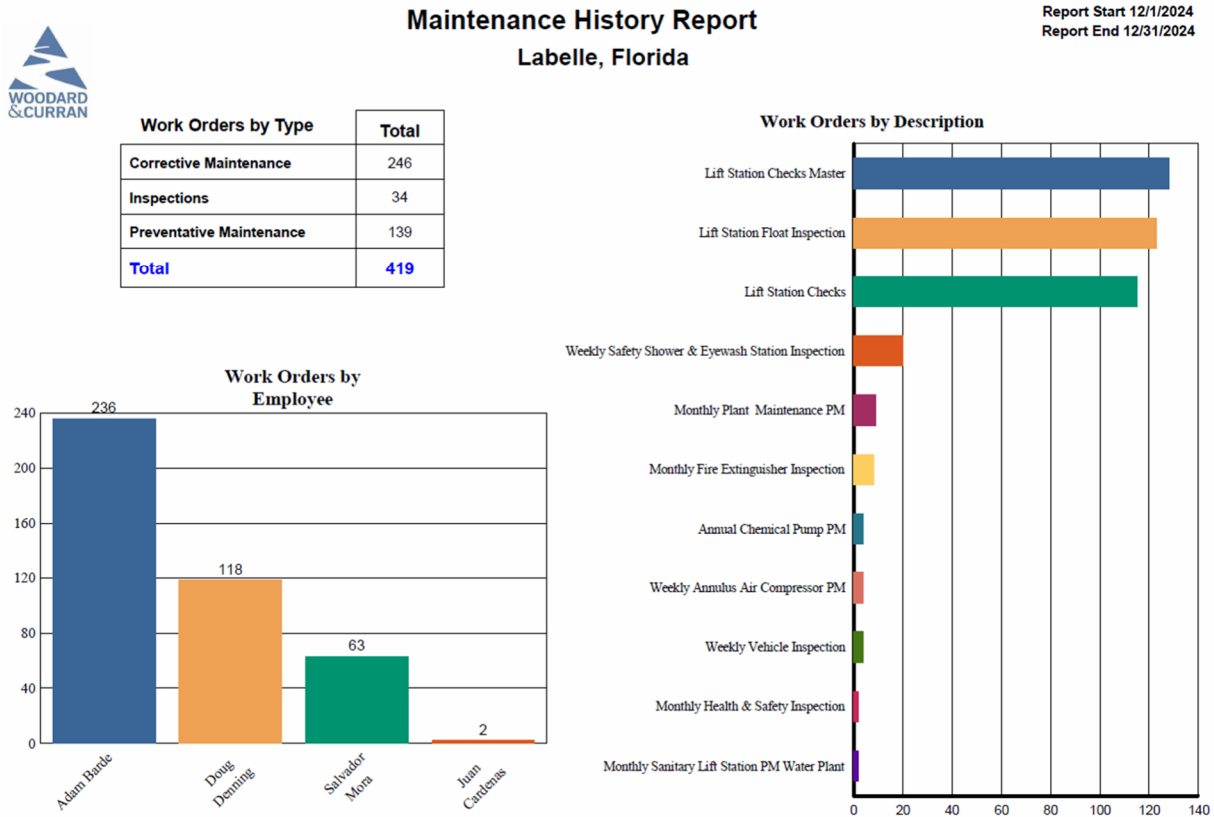


6.5 Chemicals Delivered to the Water Treatment Plant

- On December 10th, Brenntag Chemical delivered 550 gallons of Sodium hypochlorite to the drinking water plant.
- On December 10th, Brenntag Chemical delivered 90 gallons of orthophosphate used for corrosion control.

7. CORRECTIVE AND PREVENTATIVE WORK ORDERS

Figure 7-1 Corrective and Preventative Work Order History Report



16.1 Corrective Maintenance Work Orders

- On December 3rd, The Scada meeting with Ron Harris at 11:00am. High Service Pumps, line voltage, and relays pump 1 is tripping out randomly. Communication issues with meter on the deep well. Communication issues with the upper monitoring well. Ron has scheduled a visit for December 9th, as a priority.
- On December 4th, Cummins Power South on site installed the door harness for the automatic transfer switch on well #3, this completes repairs since hurricane Ian. While in the area visit to the water plant to make a timer adjustment to the automatic transfer switch. Also visit the lift station on Washington Ave for the

repair to the automatic transfer switch at this location part of the septic to sewer project.

- On December 5th, W&C staff with Restorative Protective Solutions vacuum cleaned the Second Ave lift station, and the Washington Ave Missouri St lift station.
- On December 9th, Ron Harris was on site at the wastewater plant the office Scada computer has quit working and PLC #2. Both units should be under warranty.
- On December 10th, Ron Harris was on site at the wastewater plant working on computers (Dell) and the air valves limit switches.
- On December 10th, City staff repaired a leaking service connection at 1082 Carlisle St.
- On December 10th, W&C staff pulled pump #1 at the Collier Ave lift station. Pump drawing high amps but not pumping, cleaned the pump clogged with excessive grease, rags, and trash.
- On December 12th, K&B pump was on site for the high service pump #2 random faults. The VFD was picking up on the distribution pressure transmitter failing and losing communication. The fault history also shows low voltage phase issues and over voltages from FPL.
- On December 13th, Ron Harris with Scada confirmed there is no communication between the upper monitor well and the Scada system at the drinking water plant, an analog card is the suspected culprit, and the part has been ordered.
- On December 13th, city staff repaired a leaking service connection at 890 Tropicana Ave.
- On December 16th, K&B pump pulled and cleaned the effluent pumps at the wastewater plant.
- On December 16th, three auto flushers were rebuilt. Testing the auto flushers at the drinking water plant before putting them into service.
- December 27th, City staff repaired a leaking service connection at 240 Park Ave.
- On December 29th, the main trunk line that supplies the drinking water plant failed at 1:30 am, with in the tree line. Power was not restored to the water plant until 6:00pm that evening.
- Due to the failure of effluent pump #2 at the WWTP, an emergency lift station pump with generator was installed in the effluent well by Restorative and Preventive Solutions on October 10th. This pump (Table 8-2) is supplemental to the existing effluent pumps which are not keeping up with the regular flow due

to excessive wear. The rental unit is approximately \$5000.00 per month and is being charged to the O&M budget.

Table 8-2:



Project Financials for December (Year 4) Tabel 8-1

Budget Category	Month Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	over(under)	% of budget
Labor (D.L. + FB)	\$63,363	\$56,997	\$167,429	\$170,991	\$683,963	(\$3,562)	24%
Utilities	\$815	\$925	\$2,070	\$2,775	\$11,100	(\$705)	19%
Chemicals Costs	\$9,756	\$19,950	\$36,584	\$59,850	\$239,400	(\$23,266)	15%
Maintenance and Repair Costs	\$30,050	\$11,688	\$37,592	\$35,063	\$140,250	\$2,530	27%
Sludge Disposal Costs	\$30,515	\$7,500	\$30,515	\$22,500	\$90,000	\$8,015	34%
Lab Supplies & Equipment	\$14,586	\$5,750	\$22,561	\$17,250	\$69,000	\$5,311	33%
Office Supplies	\$0	\$283	\$963	\$850	\$3,400	\$113	28%
Miscellaneous Expenses	\$5,747	\$5,764	\$25,543	\$17,293	\$69,170	\$8,251	37%
Overhead (G&A of D.L.)	\$16,897	\$15,199	\$44,648	\$45,598	\$182,390	(\$950)	24%
Subtotal of Costs for Contract Year 2	\$171,729	\$124,056	\$367,904	\$372,168	\$1,488,673	(\$4,264)	25%
Fixed Fee for Contract Year 2	\$13,738	\$9,924	\$29,432	\$29,773	\$119,094	(\$341)	25%
Total	\$185,467	\$133,981	\$397,336	\$401,942	\$1,607,767	(\$4,605)	25%

Table 8-1 highlights the financial status of the O&M Budget for the month of December.

Table 8-2: Transition Budget Status

Total Budget	\$537,032.00
Total Spent as of September 2024	\$437,448
8% Fee	\$34,996
Total	\$472,444

Remaining Balance	\$63,588
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Table 8-2 highlights the status of the project transition budget. This budget was created for transitional expenses related to onboarding, implementation of W&C software and programs and the much-needed safety item improvements at the project. The transition budget also funds needed capital items identified at project inception that relate to compliance, operational resiliency, and sustainable delivery of services. Specifically, this work included the purchase, programming, and installation of 6 new Programmable Logic Controllers (PLC's). One at the WWTP and five at the Water Treatment Plant. These items were identified as being key pieces of equipment and due to age, are unsupported by the manufacturer. The old programs were copied from the existing PLC's and have been reprogrammed and installed in the new units.

In June, City staff requested that W&C purchase a used tractor on behalf of the City of LaBelle Public Works Department. The transaction was \$44,753 and has been deducted from the transition budget in July.

In September, the Arc Flash Analysis was completed at the Water Treatment Plant. The remaining balance of the transition fund is \$63,588. **W&C staff will work with city staff to determine how this balance is to be distributed.**

8. STAFFING

8.1 Staffing – Corporate Support

Table 9-1: Corporate Support

Name	Title	Support Provided
Alyson Watson	CEO	Management Support
Brian Bzdawka	Senior Vice President O&M Business Center Manager	Management Support
Marc Thomas	National Operations Leader	Management Support
Paul Roux	East Region Operations Leader	Management Support
Glenn Burden	Area Manager	Management Support
Shannon Eyler	Director of Health & Safety	Health & Safety
Steve Lindeman	Health and Safety Manager	Health & Safety
Renea Shields	Health and Safety Coordinator	Health & Safety
Emily Dunn	SCADA Technician	SCADA and Technical Services
Alan Fabiano	IT Coordinator	SEMS (Computerized Maintenance Management System), HACH WIMS (Laboratory Information Management System), Tablets & Technology
Jeannie Dubois	MIS Support Specialist	Computer and Network set-up and support
Celina Bland	O&M Specialist	Hach WIMs, Utility Cloud and Power BI programming and support
Kim Brierley	Project Administrator	Accounting
Jackie Smith	Senior Project Assistant	Project Support Specialist
Sarah Coen	Human Resources – Benefits Administrator	Employee Benefits
Linsay McAuliffe	Human Resources Generalist	Human Resources
Beth Sweitzer	Senior Talent Management & Acquisition Manager	Human Resources
Lizzie Dovich	Technical Recruiter	Human Resources
Wendy Foreman	Health & Safety Administrator	Health & Safety Support
Sam Stanley	O&M Specialist	O&M Project Support
Justin DeMello	Project Manager II	Engineering Support
Tami Ray	Funding Specialist	Engineering Support

8.2 Staffing – Project Support

Table 9-2: Project Staff, Title and Certifications

Name	Title	Certification
Juan Cardenas	Project Manager	<ul style="list-style-type: none"> • FDEP C Wastewater • FDEP C Water
Joseph Thomas	Assistant Project Manager	<ul style="list-style-type: none"> • FDEP B Water • FDEP C Wastewater • SEDA RO Specialist
Salvador Mora	Operator I	<ul style="list-style-type: none"> • FDEP C Water • TREEO/AWWA Backflow Tester/Repair Certification
Doug Denning	Operator I	<ul style="list-style-type: none"> • FDEP C Wastewater
Adam Barde	Mechanic/IPP-FOG Coordinator	<ul style="list-style-type: none"> • FIPA C FOG • FIPA C IPP
Troy Kepley	Senior O&M Specialist	<ul style="list-style-type: none"> • FDEP A Wastewater • FDEP C Waster • TREEO/AWWA Backflow Tester/Repairer Certification • OSHA 40 Hour HAZWOPER



woodardcurran.com
COMMITMENT & INTEGRITY DRIVE RESULTS

MONTHLY STATUS REPORT JANUARY 2025

CITY OF LABELLE, FL



Prepared for:
**Mayor Julie
Wilkins**

Delivered on
February 5, 2024

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EXECUTIVE SUMMARY

This Monthly Status Report covers the reporting period from January 1st, 2025, through January 31st, 2025.

January 2025 was another successful month of operations at the City of LaBelle's Water and Wastewater Project. "SAFETY" is always the number one priority at Woodard & Curran and as of January 31st, W&C staff have worked a total of 1249 days without lost time or recordable incident. In January, all the required monthly safety training was completed on time.

Project staff continue to reach out to new Food Service Establishments (FSE's) to ensure enrollment in the new FOG Best Management Practices (BMP) Portal site and compliance with program requirements.

- On January 2nd, Contractor K&B pump installed a new pump in the lift station at the LaBelle Elementary School.
- On January 6th, Woodard & Curran (W&C) staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC. The month of January has 4 Mondays which totals 16 generator tests this month.
- On January 6, Brian Bass of Lotus Construction inquired with W&C staff about the city assuming ownership of the lift station at the Old Florida RV Park. W&C staff directed the inquiry to Mitch Wills for further action.
- On January 10th, contractor K&B pump has converted all the above ground electrical components, new panel and electrical supply is complete.
- Scheduled for January 13th, with Miller Septic to start semi-annual cleaning of lift stations.
- On January 28th, Old Florida RV Park, walk through with Mayor Julie C Wilkins.

1. ADMINISTRATIVE

1.1 Woodard & Curran Regional Office

Woodard & Curran's local office location:
1511 N Westshore Blvd.
Tampa, FL 33607

1.2 Meetings

W&C project staff meet at the Water Plant every morning to discuss and plan the operational events of the day and discuss a daily tailgate safety topic.

- On January 2nd, W&C Engineering meeting with City staff, Water and wastewater funding repair priorities.
- On January 9th, Commission meeting
- On January 14th, W&C Engineering meeting, wastewater construction.
- On January 15th, W&C staff and engineering and funding meeting with city staff. funding and compliance.
- On January 16th, W&C Engineering meeting with city staff, septic to sewer project.
- On January 27th, W&C engineering meeting with the city staff, miscellaneous repairs ARPA funding, Distribution valves, lift stations, and hydrants.
- On January 28th, Old Florida RV Park, walk through with Mayor Julie C Wilkins.
- On January 31st, Ted Holtman Mader Electric on site for Primex, lift station surveillance.

1.3 Vendors

W&C continues to reach out to potential project vendors to continue the Independent Contractor Agreement (ICA) and Purchase Order (PO) process. As invoices are received from the city, W&C starts the application process to create POs for each vendor. In November, the following vendors were added to a W&C PO and/or (ICA) Independent Contractor Agreement.

- PSI Technologies, Jeremy Fisher, 239-645-2698
3520 Investment Lane Unit 33 Riviera Beach FL 33404
- Calusa Environmental, Trina Moore, 863-465-7155
PO Box 1347 LaBelle, FL 33975
- Miller Septic North Environmental Inc. Lydia Billips 386-673-5550
19420 Doris Ln North Fort Myers, FL 33917

- Restoration & Protective Solutions LLC. Peter Giustina II 941-575-1255
12705 Tamiami Trail Punta Gorda, FL 33955
- Advanced Lift station services, Brett 239-292-6406, 1-888-993-5438
1871 Pine Ave Alva FL 33920
- Pittsburg Tank & Tower Group Maintenance Division, Dennis Paquet
dpaquet@pttg.com P: 270-826-9000 Ext: 4604 |F: 270-215-5713 PO Box 1849
Henderson, KY 42419
- CEC Controls Mark Bilbrey MBilbrey@cecontrols.com (Cell 615-207-2409)
5306 4th Ave. Cir. E. Bradenton FL 34208

2. SAFETY

2.1 Monthly Safety Training

Woodard & Curran provides monthly safety training to all employees. Upon being hired, all new LaBelle employees receive an extensive array of health & safety training topics to get them fully up to speed on health and safety requirements. The safety topic for January was "Review the emergency action plan". Additionally, Woodard & Curran staff members hold regular safety meetings. A brief general safety topic will be discussed as well as any unusual conditions existing at the plants and any additional safety concerns that should be considered given those conditions.



Woodard & Curran has worked 1249 days without lost time or recordable incident as of January 31st, 2024.

All Woodard & Curran personnel assigned to the LaBelle project are participating in the (SPARKS) program. Employees who stay current on their monthly safety training, participate in monthly safety meetings, and who do not incur lost time from a work-related accident, are eligible to receive a SPARKS bonus at the end of the year. This bonus begins at \$200.00 and can reach \$500.00 based on five successive years of meeting SPARKS' goals.

Monthly Safety training completed by W&C staff in January consisted of:

- W&C Health & Safety Daily Orientation (Tailgate).
- On January 8th, W&C staff participated in a spark's safety meeting on "Accidents waiting to happen".
- W&C staff individually participated in the Pure Safety program in January and the safety stand down.

Additional Health & Safety Support Included:

- With the assistance of W&C's Health & Safety Team, the creation of a Job Safety Analysis (JSA's) for the LaBelle project was completed and is in the LaBelle team's folder, for all employees to access.
- In January, there were no "Loss Time" accidents reported at the water or wastewater plant.
- In January, there were no "Loss Time" accidents reported at any of the 24 wastewater lift stations.

2.2 Safety Audit Update

“SAFETY” is always the number one priority at W&C. On October 13th, 2020, and September 11th, 2021, a safety audit was performed at the City of LaBelle’s water utilities which recorded 112 findings that yielded a total of 219 action items to be corrected. W&C’s goal is to correct all action items in a timely manner, except items that require funding from Capital.

As of January 31st, a total of 219 of the 219 items action items have been completed, currently at 100% completion.

3. SEWER USE ORDINANCE, FATS, OIL AND GREASE PROGRAM (FOG)

3.1 FOG Program Updates for January

- In January, project staff worked onsite with waste haulers at different FSE's to ensure that grease traps are being pumped to satisfy Best Management Practices (BMP's) and maintain compliance with the City's FOG ordinance requirements.
- W&C staff continues to work with numerous Waste Hauler's on manifest interpretation and submittal of forms to the FOG BMP portal site.
- Woodard & Curran staff created an Excel spreadsheet for the city billing office staff and dept. heads to implement/track proper FSE (account) billing.
- Woodard & Curran staff worked with two new FSE's this month ensuring proper grease traps were installed and FOG application were submitted & FOG portal site was updated.
- Woodard & Curran staff have been working with all FSE's in the City to reduce & help ensure proper treatment & removal FOG from the City's infrastructure.

65 Total FSE's

6 FSE's handed over to City Code Enforcement

5 FSE's FOG Inspections

17 FSE's Site Visits

4. ENVIRONMENTAL COMPLIANCE

4.1 Environmental Compliance Activity

Woodard & Curran strive for 100% compliance at both treatment plants. Below is a summary of the compliance activity for the month of January.

- On January 3rd, W&C staff submitted the December drinking water monthly operation report to the Department of Environmental portal.
- On January 3rd, W&C staff submitted the December Fluoride drinking water monthly operation report to the Health Department Portal in Tallahassee FL.
- On January 6th, Woodard & Curran (W&C) staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On January 7th, W&C staff submitted the December Deep Injection Well Discharge Monitoring Report to the Department of Environmental Protection for the month of November 2024 for UIC Permit # 329487-004-UO/1X.
- On January 7th, W&C staff met with Sanders Environmental Laboratories onsite to pull monthly samples on both the upper and lower monitor wells, and the deep injection well samples at the drinking water plant for permit # 98493 329487-004. These are monthly compliance sampling requirements. These samples are coordinated with Sanders Labs on the first Tuesday or Thursday of the first full week of each month.
- On January 7th, W&C staff collected the 1st set of distribution drinking water bacteriological samples, raw water bacteriological samples for 62-555 FAC, and sent them to Sanders Laboratories for analysis.
- On January 7th, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.
- On January 7th, W&C staff submitted the December 2024 Discharge Monitoring Report for wastewater to the Department of Environmental Protection portal for Permit # FLA014283-007.
- On January 8th, W&C staff met with Sanders Environmental Laboratories to collect 4 quarterly groundwater monitoring samples from the rapid infiltration basins for permit# FLA014283-007.

- On January 13th, Woodard & Curran (W&C) staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On January 14th, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.
- On January 14th, W&C staff collected the 2nd set of distribution drinking water bacteriological samples, and the split-fluoride samples for 62-555 FAC, and sent them to Sanders Laboratories for analysis.
- On January 14th and 15th, a 2-day bacteriological clearance and boil notice was performed on Cowboy Way for a broken water main.
- On January 15th, W&C staff submitted the raw water pumpage reports to South Florida Water Management District portal for the third and fourth quarters of 2024, the SFWMD portal has been moved and recreated. The portal has been offline since the 3rd quarter of 2024.
- On January 16th, Lab analysis for the 1st quarter ground water submitted to the Department of Environmental Protection portal for permit # FLA014283-007. MW 6 has a historically high TDS, over 500 mg/L. MW-6/mwc was out of compliance with Total Dissolved Solids (TDS) this is consistent with its history. MW 7 has a historically high TDS, over 500 mg/L. MW-7/mwc was out of compliance with TDS this is consistent with its history.
- LaBelle exceeded its permitted capacity with the South Water Management District Permit # 26-00105-w every month in 2024, except June, July, and September. Construction on Hwy 80 new water main, the break on Bridge Street in February, supplying water to Hendry County Utilities in May, August, and October, Old Florida RV flushing and hydrant testing. LaBelle exceeded the Department of Environmental Protection capacity in May 2024, LaBelle supplied Hendry County Utilities with 2.752 MG in May.
- On January 20th, Woodard & Curran (W&C) staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On January 21st, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.

- On January 27th, Woodard & Curran (W&C) staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On January 28th, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.

4.2 Upcoming Compliance Events

- On February 4th, Compliance meeting with the Department of Environmental Protection and City meeting at the Wastewater Treatment Plant.
- City distribution valve exercising program (4 Waters engineering working on this plan).
- SFWMD proper abandonment of the surficial wells north water plant, and permit capacity

5. CONSTRUCTION PROJECTS

5.1 Construction

- Construction continues at Bel Arbor. The city staff administration has assumed the duties with new construction sewer inspections.
- Construction continues at Old Florida RV Park.
- Construction continues at Pulte Homes.
City of LaBelle replacing a water main on Park St and Bridge St removed during the main break from February 2024.

6. PLANT OPERATIONS

6.1 Wastewater Treatment

In January, WWTP had another successful month of operation. In accordance with the FDEP permit, W&C staff collected various compliance samples throughout the month. Summarized in table 6-1 are the total flows for the influent and effluent as well as key permit constituents. The flows are displayed in Million Gallons per Day (MGD) Table 6-1 below, displays a one year rolling average.

Table 6-1: WWTP Flows and Loads

Month	Influent Flow MGD	Influent BOD mg/L	Influent TSS mg/L	Effluent Flow MGD	Effluent BOD mg/L	Effluent TSS mg/L	Total Biosolids Transferred Dry Ton
Feb 2024	0.536	261	178	0.501	6.75	13.38	*
Mar 2024	0.522	340	103	0.501	7.00	17.70	*
Apr 2024	0.489	331	120	0.472	6.60	9.84	*
May 2024	0.463	374	164	0.452	6.50	7.83	*
Jun 2024	0.584	377	119	0.577	6.00	5.63	9.19
Jul 2024	0.641	171	116	0.667	6.20	9.72	*
Aug 2024	0.596	357	145	0.633	5.50	10.83	*
Sep 2024	0.565	254	112	0.629	6.75	6.83	9.66
Oct 2024	0.567	358	141	0.650	5.25	8.85	*
Nov 2024	0.489	303	145	0.556	6.75	7.33	*
Dec 2024	0.487	255	152	0.570	5.00	20.40	*
Jan 2025	0.429	308	197	0.497	2.00	18.98	*
Minimum	0.429	171	103	0.452	2.00	5.63	*
Maximum	0.641	377	197	0.667	7.00	20.40	9.66
Total	6.370	3,689	1,691	6.706	70.30	137.29	18.85
Average	0.531	307.42	141	0.559	5.86	11.44	1.57

Asterisk (*) denotes no sludge processed during these months.

Asterisk (*) denotes no sludge processed during these months.

Figure 6-1: Effluent Flow vs Rainfall in Inches

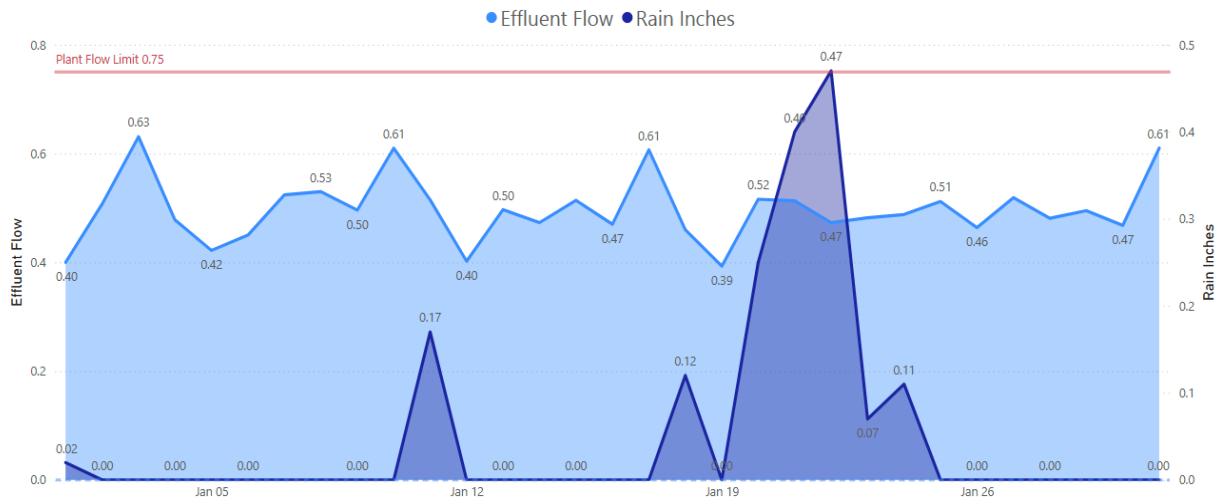


Figure 6-2: Effluent Flow vs Influent Flow (MGD)

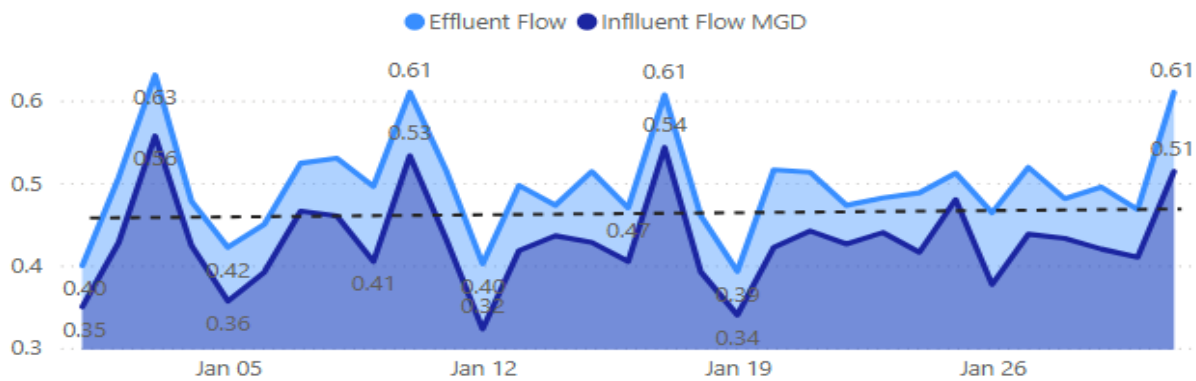


Figure 6-3: Effluent Biochemical Oxygen Demand (BOD)

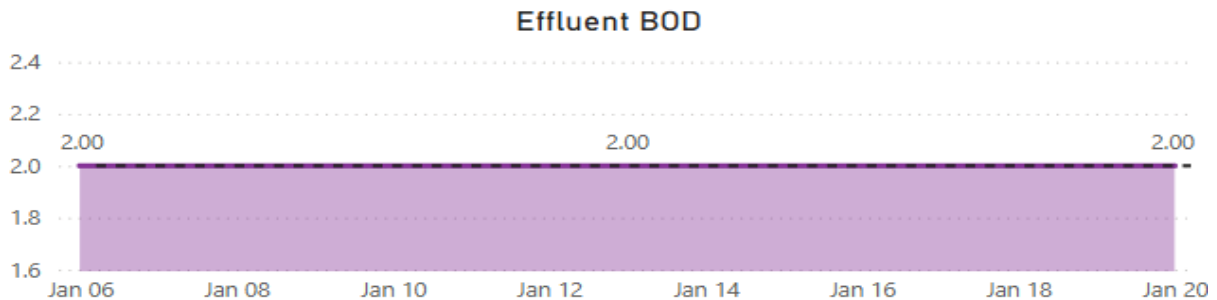
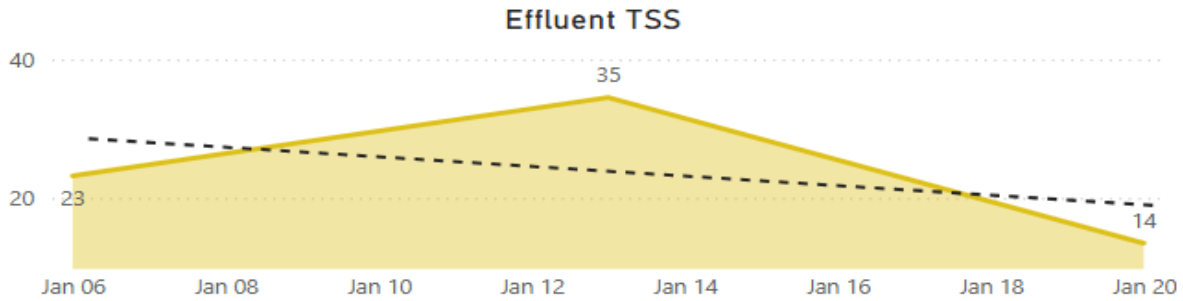


Figure 6-4: Effluent Total Suspended Solids (TSS)



*This graph is awaiting laboratory data from the Laboratory.

6.2 Chemicals Delivered Waste Plant

- On January 9th, Hawkins Chemical delivered 980 gallons of Sodium Hypochlorite to the waste plant for disinfection.
- On January 25th, Hawkins Chemical delivered 1,517 gallons of Sodium Hypochlorite to the waste plant for disinfection.

6.3 Biosolids

- In December, no biosolids were processed.

Table 6-2: Biosolids

Wastewater Biosolids			
Month	Liquid Sludge Hauled Gal	Liquid Sludge Hauled Dry Ton	Total Biosolids Transferred Dry Ton
November	0	0	0

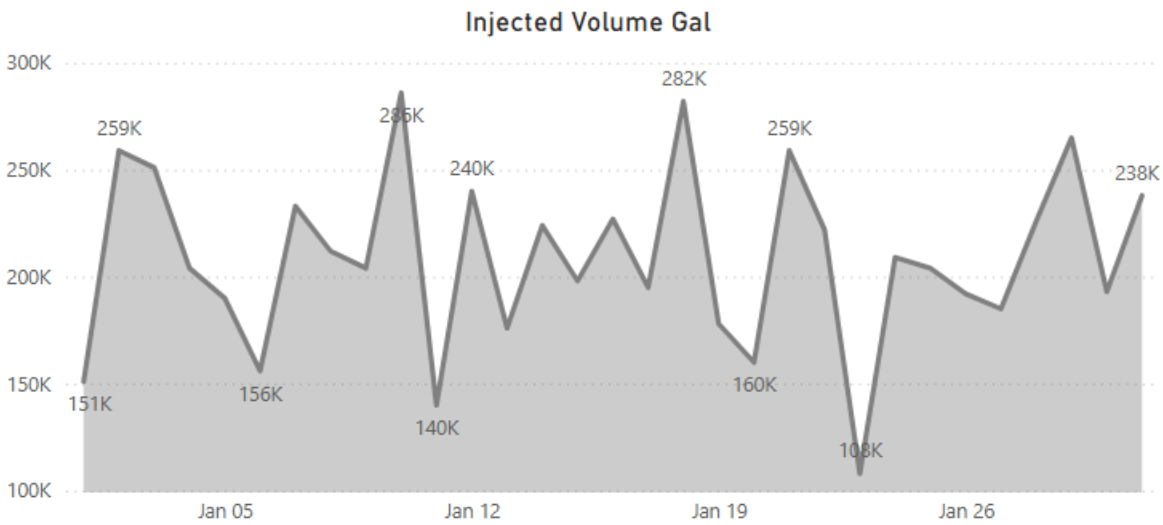
6.4 Water Treatment

Below is a table representing the average MGD of water pumped from the groundwater supply wells and finished treated water leaving the plant. The water loss data derives from the delta between the total treated water leaving the plant and the metered customer usage and is represented in the percentage of water loss. The table represents a 12-month rolling average of the data.

Table 6-3: City of LaBelle Water Production and Distribution

Month	Well 102 Total Flow MGD	Well 103 Total Flow MGD	Total Volume Withdrawn MGD	Finished Water Treated MGD	Total Injection Well Volume MG	Line 11 Water Loss %
Feb 2024	0.439	0.615	1.033	0.843	0.236	10.50
Mar 2024	0.370	0.647	0.976	0.760	0.211	37.41
Apr 2024	0.434	0.551	0.985	0.789	0.224	21.39
May 2024	0.385	0.732	1.118	0.893	0.223	19.71
Jun 2024	0.625	0.275	0.900	0.738	0.212	11.77
Jul 2024	0.574	0.295	0.870	0.716	0.202	30.46
Aug 2024	0.367	0.597	0.964	0.774	0.223	20.16
Sep 2024	0.462	0.446	0.908	0.738	0.208	26.05
Oct 2024	0.373	0.533	0.906	0.730	0.218	23.53
Nov 2024	0.215	0.748	0.963	0.781	0.223	18.39
Dec 2024	0.245	0.754	0.999	0.802	0.233	10.68
Jan 2025	0.232	0.674	0.905	0.728	0.209	N/A
Minimum	0.215	0.275	0.870	0.716	0.202	10.50
Maximum	0.625	0.754	1.118	0.893	0.236	N/A
Total	4.722	6.868	11.527	9.292	2.623	243.98
Average	0.393	0.572	0.961	0.774	0.219	20.33

Figure 6-5: Deep Injection Well Volume



* Instrumentation for the chart above was under maintenance in the month of May preventing data accumulation.

Figure 6-6: Finished Water Flow

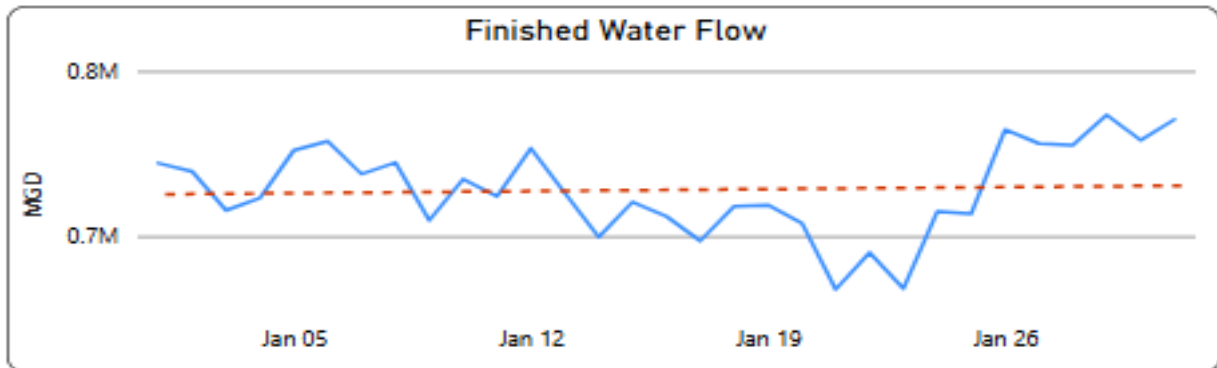
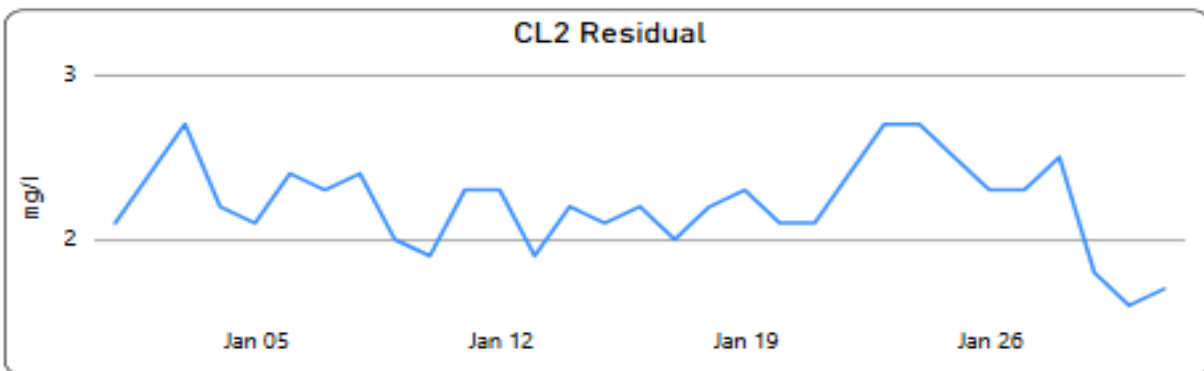


Figure 6-7: Finished Water Chlorine Residual

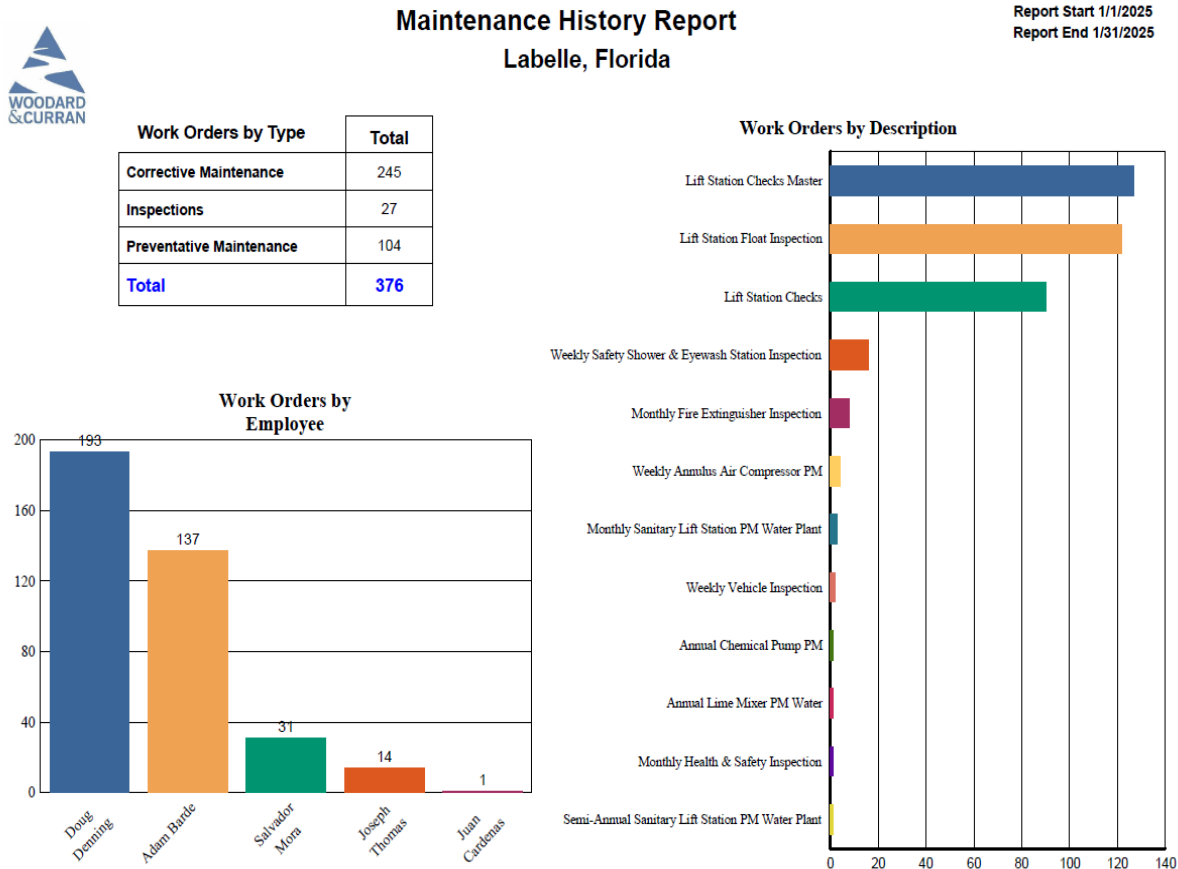


6.5 Chemicals Delivered to the Water Treatment Plant

- On January 30th, Brenntag Chemical delivered 550 gallons of Sodium hypochlorite to the drinking water plant.
- January 30th, Brenntag Chemical delivered 120 gallons of orthophosphate used for corrosion control.

7. CORRECTIVE AND PREVENTATIVE WORK ORDERS

Figure 7-1 Corrective and Preventative Work Order History Report



16.1 Corrective Maintenance Work Orders

- On January 2nd, Contractor K&B pump installed a new pump in the lift station at the LaBelle Elementary School.
- On January 2nd, Burnett Lime on site for lime pump annual maintenance rebuild kits installed. No oil available at this time for mixer gear box rescheduled.
- On January 6th, Bel arbor lift station pumps tripped and faulted, reset.

- On January 6th, Grease trap inspection at the Dollar store marketplace.
- On January 7th, City staff repaired a service line break at 999 Edison Ave.
- On January 10th, Contractor K&B pump converted the above ground electrical components, installed a new panel and electrical supply, are operating.
- On December 10th, W&C staff pulled pump #1 at the Collier Ave lift station. Pump drawing high amps but not pumping, cleaned the pump clogged with excessive grease, rags, and trash.
- On January 13th, Contractor K&B pump finished installation of one new effluent pump at the wastewater treatment plant.
- On January 13th, W&C staff mow and spray weeds at the waste plant property. Installed a small tank on the mower for weed spraying.
- On January 13th, Contractor at Pulte Homes on Helms Rd flushed water mains from a 2-inch tap.
- On January 14th, Contractor K&B pump finished installation of the second new effluent pump at the wastewater treatment plant. The spare lift station and generator used to supplement the flow are no longer needed and was removed, Advanced Lift station Services.
- On January 14th, K&B pump installed new floats at the chlorine contact chamber well, controls for the new effluent pumps.
- On January 17th, Bel Arbor lift
- On January 20th, both generators at the wells failed to run during testing, well 3 has multiple dead batteries. Well 2 has a fault "locked rotor" preventing it from running.
- On January 20th, Contractor K&B pump at the drinking water plant to trouble shoot high service pump #2 tripped and will not run. Found the check valve has collapsed internally, working essentially as a closed valve.
- January 21st, Contractor Crom Tank at the drinking water plant repaired screens on the drinking water storage tank damaged from the last hurricane.
- On January 21st, Wal-Mart performed pressure testing on the hydrants.
- On January 22nd, Contractor Crom Tank at the drinking water plant repaired screens on the concentrate water storage tank damaged from the last hurricane.
- On January 22nd, Contractor Pittsburg Tank at the drinking water tank. The 5-year tank inspection and cleaning started. Having some minor difficulties on the 23rd, the remote robot had some issues, and on the 24th some broken piping on the cleaning system. Pittsburg Tank finished and left the site on the morning of the 25th.

- January 27th, Cummins is on site for generator repairs, well 3 has a faulty starter and batteries need to be replaced. No feedback on the rotor currently. Well 2 needs new batteries, parts are ordered.
- January 30th, building maintenance water plant sealing and pressure washing the windows, sealing to prevent rain and storm water from entering the building.
- On January 31st, Ted Holtman with Mader Electric on site for the Primex surveillance system for the lift stations programming and operations.

Table 8-2: Project Financials for December (Year 4) Tabel 8-1

Budget Category	Month Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	over(under)	% of budget
Labor (D.L. + FB)	\$63,363	\$56,997	\$167,429	\$170,991	\$683,963	(\$3,562)	24%
Utilities	\$815	\$925	\$2,070	\$2,775	\$11,100	(\$705)	19%
Chemicals Costs	\$9,756	\$19,950	\$36,584	\$59,850	\$239,400	(\$23,266)	15%
Maintenance and Repair Costs	\$30,050	\$11,688	\$37,592	\$35,063	\$140,250	\$2,530	27%
Sludge Disposal Costs	\$30,515	\$7,500	\$30,515	\$22,500	\$90,000	\$8,015	34%
Lab Supplies & Equipment	\$14,586	\$5,750	\$22,561	\$17,250	\$69,000	\$5,311	33%
Office Supplies	\$0	\$283	\$963	\$850	\$3,400	\$113	28%
Miscellaneous Expenses	\$5,747	\$5,764	\$25,543	\$17,293	\$69,170	\$8,251	37%
Overhead (G&A of D.L.)	\$16,897	\$15,199	\$44,648	\$45,598	\$182,390	(\$950)	24%
Subtotal of Costs for Contract Year 2	\$171,729	\$124,056	\$367,904	\$372,168	\$1,488,673	(\$4,264)	25%
Fixed Fee for Contract Year 2	\$13,738	\$9,924	\$29,432	\$29,773	\$119,094	(\$341)	25%
Total	\$185,467	\$133,981	\$397,336	\$401,942	\$1,607,767	(\$4,605)	25%

Table 8-1 highlights the financial status of the O&M Budget for the month of December.

Table 8-2: Transition Budget Status

Total Budget	\$537,032.00
Total Spent as of September 2024	\$437,448
8% Fee	\$34,996
Total	\$472,444
Remaining Balance	\$63,588

Table 8-2 highlights the status of the project transition budget. This budget was created for transitional expenses related to onboarding, implementation of W&C software and programs and the much-needed safety item improvements at the project. The transition budget also funds needed capital items identified at project inception that relate to compliance, operational resiliency, and sustainable delivery of services. Specifically, this work included the purchase, programming, and installation of 6 new Programmable Logic

Controllers (PLC's). One at the WWTP and five at the Water Treatment Plant. These items were identified as being key pieces of equipment and due to age, are unsupported by the manufacturer. The old programs were copied from the existing PLC's and have been reprogrammed and installed in the new units.

In June, City staff requested that W&C purchase a used tractor on behalf of the City of LaBelle Public Works Department. The transaction was \$44,753 and has been deducted from the transition budget in July.

In September, the Arc Flash Analysis was completed at the Water Treatment Plant. The remaining balance of the transition fund is \$63,588. **W&C staff will work with city staff to determine how this balance is to be distributed.**

8. STAFFING

8.1 Staffing – Corporate Support

Table 9-1: Corporate Support

Name	Title	Support Provided
Alyson Watson	CEO	Management Support
Brian Bzdawka	Senior Vice President O&M Business Center Manager	Management Support
Marc Thomas	National Operations Leader	Management Support
Paul Roux	East Region Operations Leader	Management Support
Glenn Burden	Area Manager	Management Support
Shannon Eyler	Director of Health & Safety	Health & Safety
Steve Lindeman	Health and Safety Manager	Health & Safety
Renea Shields	Health and Safety Coordinator	Health & Safety
Emily Dunn	SCADA Technician	SCADA and Technical Services
Alan Fabiano	IT Coordinator	SEMS (Computerized Maintenance Management System), HACH WIMS (Laboratory Information Management System), Tablets & Technology
Jeannie Dubois	MIS Support Specialist	Computer and Network set-up and support
Celina Bland	O&M Specialist	Hach WIMS, Utility Cloud and Power BI programming and support
Jackie Smith	Senior Project Assistant	Project Support Specialist
Sarah Coen	Human Resources – Benefits Administrator	Employee Benefits
Linsay McAuliffe	Human Resources Generalist	Human Resources
Beth Sweitzer	Senior Talent Management & Acquisition Manager	Human Resources
Lizzie Dovich	Technical Recruiter	Human Resources
Wendy Foreman	Health & Safety Administrator	Health & Safety Support
Sam Stanley	O&M Specialist	O&M Project Support
Justin DeMello	Project Manager II	Engineering Support
Tami Ray	Funding Specialist	Engineering Support
Troy Kepley	Operations Specialist	Operations and Management

8.2 Staffing – Project Support

Table 9-2: Project Staff, Title and Certifications

Name	Title	Certification
Juan Cardenas	Project Manager	<ul style="list-style-type: none"> • FDEP C Wastewater • FDEP C Water
Joseph Thomas	Assistant Project Manager	<ul style="list-style-type: none"> • FDEP B Water • FDEP C Wastewater • SEDA RO Specialist
Salvador Mora	Operator I	<ul style="list-style-type: none"> • FDEP C Water • TREEO/AWWA Backflow Tester/Repair Certification
Doug Denning	Operator I	<ul style="list-style-type: none"> • FDEP C Wastewater
Adam Barde	Mechanic/IPP-FOG Coordinator	<ul style="list-style-type: none"> • FIPA C FOG • FIPA C IPP
TBD	Operator I	
TBD	Mechanic/IPP/FOG	

Recorded Electronically	
ID	<u>202426006369</u>
County	<u>Hendry</u>
O.R. Book	<u>1077</u> Page <u>1525</u>
Date	<u>5/30/24</u> Time <u>3:22pm</u>

*This instrument prepared by
and after recording return to:*
 Racetrac, Inc.
 200 Galleria Parkway, Suite 900
 Atlanta, Georgia 30339
 Attn: Corporate Counsel – Real Estate

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** (this “**REA**”) is made effective as of the 29th day of MAY, 2024 (the “**Effective Date**”) by and between **RACETRAC, INC.**, a Georgia corporation, whose address is 200 Galleria Parkway, Suite 900, Atlanta, Georgia 30339 (“**RaceTrac**”); and **SR80 LABELLE, LLC**, a Florida limited liability company, whose address is 4362 Northlake Boulevard, Suite 213, Palm Beach Gardens, Florida 33410 (“**SR80**”); who, subject to the terms and conditions set forth herein agree as follows:

RECITALS:

WHEREAS, RaceTrac is the owner of certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on **Exhibit “A”** attached hereto and made a part hereof (the “**RaceTrac Parcel**”);

WHEREAS, SR80 is the owner of (i) that certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on **Exhibit “B”** attached hereto and made a part hereof (the “**SR80 Parcel**”) and (ii) that certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on **Exhibit “C”** attached hereto and made a part hereof (the “**Adjacent Parcel**”);

WHEREAS, RaceTrac and SR80 desire to create and reserve certain easements, covenants, conditions and restrictions relating to development of the RaceTrac Parcel, the SR80 Parcel and the Adjacent Parcel (collectively, the “**Parcels**” or the “**Overall Property**”) for matters of ingress, egress and access to and from the Parcels, use restrictions, signage restrictions, and drainage to benefit the present and future owners of the Parcels and their respective occupants, tenants, customers, employees, agents and invitees, as set forth herein; and

WHEREAS, RaceTrac and SR80 desire to document the foregoing in this REA.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by RaceTrac and SR80, it is agreed and declared as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference, as though fully set forth herein.
2. **Reciprocal Access Easements.**
 - (a) SR80 hereby bargains, sells, grants and conveys to RaceTrac, for the benefit of and as an appurtenance to the RaceTrac Parcel, a perpetual, non-exclusive right, privilege and easement on, over and across all driveways, roads, streets and alleys constructed and developed on the SR80 Parcel from

time to time (the “SR80 Driveways”) and on the Adjacent Parcel from time to time (the “Adjacent Driveways”), except that such easement shall not include any drive-through areas or pull-up car wash areas located on the SR80 Parcel or the Adjacent Parcel. In no event shall either party use, or allow the use of, the SR80 Driveways or Adjacent Driveways for vehicular parking purposes or standing delivery trucks. SR80 shall not construct or install parking spaces in or immediately adjacent to the SR80 Driveways or the Adjacent Driveways unless such spaces are separated from the SR80 and/or Adjacent Driveways (as applicable) by a barrier, it being the intent of the parties that the SR80 Driveways and the Adjacent Driveways not be congested or obstructed by motor vehicles pulling into or out of parking spaces.

(b) RaceTrac hereby bargains, sells, grants and conveys to SR80, for the benefit of and as an appurtenance to the SR80 Parcel and the Adjacent Parcel, a perpetual, non-exclusive right, privilege and easement on, over and across all driveways, roads, streets and alleys constructed and developed on the RaceTrac Parcel from time to time (the “RaceTrac Driveways”), except that such easement shall not include any areas over and across the fuel tanks, or under the fuel canopy(ies), located on the RaceTrac Parcel. In no event shall SR80 use, or allow the use of, the RaceTrac Driveways for vehicular parking purposes or standing delivery trucks.

(c) SR80 shall be responsible, at its sole cost and expense, for maintaining the SR80 Driveways and Adjacent Driveways; provided, however, if the SR80 Driveways or Adjacent Driveways are damaged by the sole negligence or intentional misconduct of RaceTrac, then RaceTrac shall be responsible for repairing such damage. RaceTrac shall be responsible, at its sole cost and expense, for maintaining the RaceTrac Driveways; provided, however, if the RaceTrac Driveways are damaged by the sole negligence or intentional misconduct of SR80, then SR80 shall be responsible for repairing such damage.

3. Permanent Access Easement.

(a) RaceTrac hereby bargains, sells, grants and conveys to SR80, for the benefit of and as an appurtenance to the SR80 Parcel and the Adjacent Parcel, a perpetual, non-exclusive right, privilege and easement (the “Permanent Access Easement”) on, over the roadway to be constructed and developed on such portions of the RaceTrac Parcel within the areas shown as the “Permanent Access Road” on **Exhibit “D”** (the “Permanent Access Easement Area”) for the purpose of providing to the SR80 Parcel and the Adjacent Parcel access, ingress and egress by pedestrian traffic and by motor vehicles from the SR80 Parcel and Adjacent Parcel to public right of ways. Simultaneously with RaceTrac’s construction of its improvements on the RaceTrac Parcel, RaceTrac shall construct the Permanent Access Road. In no event shall SR80 use, or allow the use of, the Permanent Access Road for vehicular parking purposes or standing delivery trucks. Notwithstanding the foregoing, the Permanent Access Road shall be constructed with heavy duty pavement sufficient to accommodate WB-65 commercial truck traffic.

(b) RaceTrac shall have the right, but not the obligation, to install and use utility facilities within, and to pave and maintain in conjunction therewith, all or any portion of the Permanent Access Road.

(c) SR80 hereby grants to RaceTrac a temporary construction easement over those limited portions of the SR80 Parcel and Adjacent Parcel adjacent to the Permanent Access Road as reasonably necessary for the construction of the Permanent Access Road, not to exceed twenty five (25) feet outside the boundary of the Permanent Access Easement Area (the “Permanent Access Temporary Construction Easement”). The previous provisions to the contrary notwithstanding, there shall be no construction staging on the SR80 Parcel or the Adjacent Parcel. The Permanent Access Temporary Construction Easement hereby granted will remain in place until completion of the Permanent Access Road. Upon commencement of construction of the Permanent Access Road, RaceTrac shall use commercially

reasonable efforts and diligently pursue completion of the construction of the Permanent Access Road contemplated under the plans and specifications for such Permanent Access Road as soon as commercially practicable (subject to events of force majeure), and the construction of the Permanent Access Road shall be deemed complete ("Completion") upon (i) issuance of a written certificate from the engineer and contractor certifying that the Permanent Access Road has been completed in substantial compliance with the approved plans, and (ii) RaceTrac obtaining a certificate of completion from the appropriate governmental authorities authorizing the use of the Permanent Access Road by the general public. In the event that RaceTrac shall not have obtained Completion at such time that the vertical improvements on the SR80 Parcel or the Adjacent Parcel are complete and ready for issuance of a certificate of occupancy but for the Completion of the Permanent Access Road, the affected owner of the SR80 Parcel or Adjacent Parcel (the "Step In Owner") shall have the right to complete the construction of the Permanent Access Road, at RaceTrac's sole cost and expense. Such construction by the Step In Owner shall be performed to RaceTrac's plans and specifications. In such event, RaceTrac shall be responsible for the reimbursement of any reasonable out-of-pocket costs or expenses incurred by Step In Owner within thirty (30) days after receipt of paid invoices, certificates and approvals of completion and occupancy from all applicable governing authorities, and lien releases for such work from the Step In Owner and all contractors engaged by the Step In Owner.

(d) RaceTrac shall be responsible for maintaining the Permanent Access Road until a governing authority assumes such maintenance or otherwise relieves RaceTrac of such requirement. All costs to maintain the Permanent Access Road shall be shared pro rata by the Owners of the RaceTrac Parcel, SR80 Parcel and Adjacent Parcel on a per-upland acre basis. All costs of permitting, design, development and construction of the Permanent Access Road shall be at RaceTrac's sole cost and expense.

4. Stormwater Easement.

(a) RaceTrac and SR80 each hereby grants to the other, for the benefit of and as an appurtenance to the such other party's Parcel(s), a non-exclusive, perpetual drainage easement (the "Stormwater Easements") to allow RaceTrac and SR80 to connect to, maintain and use a retention pond, drainage lines and related facilities (collectively the "Facilities") located or to be constructed on the RaceTrac Parcel and/or the SR80 Parcel and the Adjacent Parcel, which easements shall include, without limitation, rights of access for purposes of maintenance as applicable hereunder. The parties currently contemplate that the retention ponds will be in the approximate locations shown on the Site Plan attached as Exhibit "E" attached hereto and made a part hereof, but the parties agree that the stormwater easements granted herein will encompass such portions of the Overall Property as are reasonably necessary to accommodate the stormwater needs of each Parcel. Upon completion of development of the Facilities, the parties shall execute an amendment to this REA to memorialize the specific locations of the Facilities and the stormwater easements (the "Stormwater Easement Areas"); provided, however, that either party's failure to execute an amendment memorializing the Stormwater Easement Areas shall not affect the binding nature of the Stormwater Easements, the burden of such Stormwater Easements on each Parcel, or the benefit of such Stormwater Easements to each Parcel (as applicable). RaceTrac shall be responsible for designing, constructing, and obtaining all permits for the Facilities, which shall be designed and (except as otherwise set forth herein) constructed to serve the stormwater needs of the Overall Property. All costs of permitting, design, development and construction of the Facilities (the "Facilities Costs") shall be shared pro rata by the Owners of the RaceTrac Parcel, SR80 Parcel and Adjacent Parcel on a per-upland acre basis. The owner of the SR80 Parcel (the "Step In Owner") and the owner of the Adjacent Parcel (the "Adjacent Owner") shall reimburse RaceTrac for its respective proportionate share of the Facilities Costs (the "Facilities Cost Reimbursement"). Notwithstanding the foregoing, if SR80 has not sold or conveyed either the SR80 Parcel or the Adjacent Parcel to a third party prior to the date on which RaceTrac commences construction on the RaceTrac Parcel, then as an alternative to receiving the Facilities Cost Reimbursement, RaceTrac shall also have the right to initially construct the Facilities to the specifications required to

accommodate only the RaceTrac Parcel's stormwater retention needs, provided that in such instance the Facilities shall be designed and permitted to accommodate the required retention for the entire project for the Overall Property, and SR80 (or a future purchaser of the SR80 Parcel or the Adjacent Parcel) may expand the Facilities later at such Owner's sole cost and risk, provided that: (i) construction of the expanded Facilities does not adversely affect RaceTrac's development of, operation for business on, or other use of the RaceTrac Parcel, any easements or rights created in this REA for the RaceTrac Parcel's benefit, or any other rights held by RaceTrac or appurtenant to the RaceTrac Parcel; (ii) RaceTrac's access to and use of the Facilities are not unreasonably interrupted, interfered with, or otherwise materially adversely affected in any manner whatsoever during or after construction of the relocated and/or expanded Facilities; (iii) the relocated or expanded Facilities do not encroach on or interfere with the RaceTrac Parcel beyond the designed and permitted Facilities, the SR80 Driveways, Adjacent Driveways, or RaceTrac Driveways, any easements or rights created in this REA for RaceTrac's or the RaceTrac Parcel's benefit, or any other rights held by RaceTrac or appurtenant to the RaceTrac Parcel; and (iv) RaceTrac approves in advance, in writing, the location and plans for the expansion of the Facilities, which approval RaceTrac will not unreasonably withhold, condition or delay.

(b) At the closing of any sale of the Adjacent Parcel or the SR80 Parcel, if RaceTrac has not commenced construction of the Facilities, SR80 shall cause the buyer in such transaction to deposit into escrow an amount equal to one hundred ten percent (110%) of its respective Facilities Cost Reimbursement, based on a contract or engineer's reasonable estimate for such work, pursuant to an Escrow Agreement to be executed by such buyer and RaceTrac (the "Escrow Agreement"), and RaceTrac shall be obligated to construct all Facilities. The Escrow Agreement shall permit RaceTrac to draw upon the escrowed funds as construction progresses on the Facilities, and shall provide that if the escrowed funds are insufficient to pay for the depositing party's share, such party shall be obligated to deposit such further funds as are necessary to cover the entire share. Upon completion of the construction of the Facilities, any unused escrowed funds shall be returned to the buyer. At the closing of any sale of the Adjacent Parcel or the SR80 Parcel, if RaceTrac has commenced but not completed construction of the Facilities, SR80 shall cause the buyer in such transaction to (i) reimburse RaceTrac for such buyer's prorata share of the completed work under the fixed price contract, and (ii) deposit pursuant to the Escrow Agreement an amount equal to one hundred ten percent (110%) of such buyer's prorata share of the cost of the unfinished work under the fixed price contract for the Facilities, and RaceTrac shall be obligated to construct all Facilities. At the closing of any sale of the Adjacent Parcel or the SR80 Parcel, if RaceTrac has completed construction of all of the Facilities and the Facilities have been approved and accepted by the applicable governmental authorities, SR80 shall cause the buyer in such transaction to directly reimburse RaceTrac at the closing for such buyer's actual Facilities Cost Reimbursement. The Escrow Agreement shall provide for self-help rights in favor of the buyer of the Adjacent Parcel or the SR80 Parcel in the event RaceTrac does not complete construction of the Facilities at such time that the vertical improvements on the SR80 Parcel or the Adjacent Parcel are complete and ready for issuance of a certificate of occupancy but for the completion of the Facilities, and the affected Owner of the SR80 Parcel or Adjacent Parcel (the "Facilities Step In Owner") shall have the right to complete the construction of the Facilities with the cost thereof to be divided among the Parcels on a per-upland acre basis, and shall be able to draw upon the escrow funds under the Escrow Agreement for such work. In such event, RaceTrac shall be responsible for its share of any costs or expenses incurred by the Facilities Step In Owner within thirty (30) days after receipt of paid invoices and lien releases for such work from the Facilities Step In Owner.

(c) SR80 hereby grants to RaceTrac a temporary construction easement over the limited portions of the SR80 Parcel and Adjacent Parcel, not to exceed twenty (20) feet outside the boundary of the Stormwater Easement Area, as reasonably necessary for the construction of the Facilities (the "Facilities Temporary Construction Easement"). The Facilities Temporary Construction Easement hereby granted will remain in place until the earlier of (i) twelve (12) months after RaceTrac's commencement of construction of the Facilities, provided that such 12-month period shall automatically extend for the

duration of any interruption(s) or disruptions by force majeure events, and (ii) final certification of the Facilities constructed as contemplated herein. RaceTrac shall use commercially reasonable efforts to diligently pursue completion of all construction of the Facilities contemplated under the plans and specifications for such Facilities.

(d) RaceTrac hereby grants to SR80 a contingent temporary construction easement over those portions of the RaceTrac Parcel necessary for any expansion of the Facilities should RaceTrac elect to initially construct the Facilities to the specifications required to accommodate only the RaceTrac Parcel's stormwater retention needs (the "Expansion Facilities Temporary Construction Easement"). The Expansion Facilities Temporary Construction Easement hereby granted (i) will exist only if RaceTrac elects to initially construct the Facilities to the specifications required to accommodate only the RaceTrac Parcel's stormwater retention needs, such existence commencing upon the date a future owner begins to construct an expansion of the Facilities pursuant to Section 4(a) above, (ii) upon commencement of existence (if any), shall remain in place until the earlier of (x) twelve (12) months after commencement of construction of the expansion of the Facilities, provided that such 12-month period shall automatically extend for the duration of any interruption(s) or disruptions by force majeure events, and (y) final certification of the expanded Facilities constructed as contemplated herein, and (iii) shall at all times be subject to the terms and conditions of this REA, including specifically, but without limitation, the last sentence of Section 4(a) above.

(e) RaceTrac shall be responsible for maintaining the Facilities until a governing authority assumes such maintenance or otherwise relieves RaceTrac of such requirement. All costs to maintain the Facilities shall be shared pro rata by RaceTrac, the SR80 Owner and the Adjacent Owner on a per-upland-acre basis (each a "Stormwater Charge"). Within ninety (90) days after the end of each calendar year, RaceTrac shall provide an invoice to the SR80 Owner and Adjacent Owner, respectively, for the respective Owner's Stormwater Charge for the prior year, together with supporting evidence of all charges and expenses comprising the Stormwater Charge. The SR80 Owner and Adjacent Owner shall pay its respective Stormwater Charge within thirty (30) days after receipt of such invoice. If the SR80 Owner or Adjacent Owner fails to timely pay the Stormwater Charge, the unpaid amount shall bear interest at the highest rate permitted by the law of the State of Florida until such Parcel owner who failed to so pay subsequently pays its respective Stormwater Charge. Any amounts which are owed by the SR80 Owner or Adjacent Owner to RaceTrac pursuant to this Section 4(d), shall constitute a lien ("Assessment Lien") against such Parcel Owner who failed to pay its respective Stormwater Charge until such Parcel Owner pays its respective Stormwater Charge in full. Notwithstanding anything provided herein to the contrary, the Assessment Lien is and shall be subordinate to the lien of any mortgage held by any mortgagee, but only to the extent that the mortgage held by any such mortgagee is recorded in the public records of Hendry County, Florida prior to the filing of a claim of lien by RaceTrac hereunder.

(f) No amendment to this REA that affects or modifies this Section 4 (Stormwater Easement) shall be effective unless submitted to and approved by the South Florida Water Management District (the "SFWMD"). The provisions of this Section 4 are intended by the parties to be perpetual, and in no event shall such provisions be effective for less than twenty-five (25) years. If any provision is required by law to expire after such 25th year, the provision in question shall automatically renew for additional 25-year periods unless and until terminated by written agreement of the parties, such termination having been previously approved by the SFWMD. SFWMD shall have the right to enforce provisions of this REA relating to stormwater and the Facilities if necessary to correct outstanding problems with the Facilities.

5. Frontage Drive.

(a) SR80 hereby bargains, sells, grants and conveys to RaceTrac, for the benefit of and as an appurtenance to the RaceTrac Parcel, a perpetual, non-exclusive right, privilege and easement (the

“Frontage Drive Easement”) on, over and across that portion of the Adjacent Parcel approximately depicted and described on Exhibit “F” attached hereto and incorporated herein by reference (the “Frontage Drive Easement Area”) for development and construction of a driveway for access, ingress and egress by pedestrian traffic and by motor vehicles (the “Frontage Drive”). RaceTrac shall have the right, but not the obligation, to construct the Frontage Drive to RaceTrac’s plans and specifications. Notwithstanding the foregoing, all design plans and specifications for the Frontage Drive shall be subject to the review and approval of SR80, which approval SR80 will not unreasonably withhold, condition or delay.

(b) All hard and soft construction costs of the Frontage Drive (the “Frontage Drive Costs”) shall be shared between RaceTrac and the Adjacent Owner on a per-upland-acre basis. The Adjacent Owner shall reimburse RaceTrac for the Adjacent Parcel’s proportionate share of the Frontage Drive Costs (the “Frontage Drive Cost Reimbursement”). At the closing of any sale of the Adjacent Parcel, if the Adjacent Owner does not contemplate constructing the Frontage Drive as part of its development of the Adjacent Parcel and RaceTrac reasonably anticipates it will construct the Frontage Drive but has not yet commenced construction of the Frontage Drive, SR80 shall cause the buyer in such transaction to deposit into escrow an amount equal to one hundred ten percent (110%) of the Frontage Drive Cost Reimbursement, based on a fixed price contract for such work, pursuant to the Escrow Agreement. The Escrow Agreement shall permit RaceTrac to draw upon the escrowed funds as construction progresses on the Frontage Drive. At the closing of any sale of the Adjacent Parcel, if RaceTrac has commenced but not completed construction of the Frontage Drive, SR80 shall cause the buyer in such transaction to (i) reimburse RaceTrac for such buyer’s prorata share of the completed work under the fixed price contract, and (ii) deposit pursuant to the Escrow Agreement an amount equal to one hundred ten percent (110%) of such buyer’s prorata share of the cost of the unfinished work under the fixed price contract for the Frontage Drive. At the closing of any sale of the Adjacent Parcel, if RaceTrac has completed construction of the Frontage Drive and the Frontage Drive has been approved and accepted by the applicable governmental authorities, SR80 shall cause the buyer in such transaction to directly reimburse RaceTrac at the closing for such buyer’s actual Frontage Drive Cost Reimbursement. The Escrow Agreement shall provide for self-help rights in favor of the buyer of the Adjacent Parcel in the event RaceTrac does not complete construction of the Frontage Drive at such time that the vertical improvements on the Adjacent Parcel are complete and ready for issuance of a certificate of occupancy but for the completion of the Frontage Drive, and the Owner of the Adjacent Parcel (the “Frontage Drive Step In Owner”) shall have the right to complete the construction of the Frontage Drive, at RaceTrac’s sole cost and expense, and shall be able to draw upon the escrow funds under the Escrow Agreement for such work. In such event, RaceTrac shall be responsible for the reimbursement of any costs or expenses incurred by the Frontage Drive Step In Owner in excess of the escrowed funds within thirty (30) days after receipt of paid invoices and lien releases for such work from the Frontage Drive Step In Owner. If RaceTrac fails to timely pay the reimbursement, the unpaid amount shall bear interest at the highest rate permitted by the law of the State of Florida until RaceTrac pays such reimbursement. Any amounts which are owed by RaceTrac shall constitute an Assessment Lien against the RaceTrac Parcel until RaceTrac pays the reimbursement in full. Notwithstanding anything provided herein to the contrary, the Assessment Lien is and shall be subordinate to the lien of any mortgage held by any mortgagee, but only to the extent that the mortgage held by any such mortgagee is recorded in the public records of Hendry County, Florida prior to the filing of a claim of lien by RaceTrac hereunder

(c) RaceTrac shall have the right, but not the obligation, to install and use utility facilities within, and to pave and maintain in conjunction therewith, all or any portion of the Frontage Drive.

(d) SR80 hereby grants to RaceTrac a temporary construction easement over the Frontage Drive Easement Area and those limited portions of the Adjacent Parcel not to exceed twenty (20) feet outside the boundary of the Frontage Drive Easement Area as necessary for the construction of the Frontage Drive (the “Frontage Drive Temporary Construction Easement”). The Frontage Drive Temporary Construction Easement hereby granted will remain in place until completion of the Frontage Drive. Should

RaceTrac elect to construct such Frontage Drive, RaceTrac shall use commercially reasonable efforts to diligently pursue completion of such construction.

6. General Provisions. The following general provisions shall apply to all the terms and provisions set forth in this REA:

(a) Dedication. Notwithstanding anything herein to the contrary, SR80 and its successors, successors-in-title, assigns, heirs and tenants shall cooperate with any required dedication of right-of-way to public authorities, including, without limitation, by executing applications, waivers and other agreements required by such authorities.

(b) Covenants with the Land. References to RaceTrac, SR80, the RaceTrac Parcel, the SR80 Parcel, the Adjacent Owner and the Adjacent Parcel shall include their respective successors in title. The rights and easements created herein shall run with the land and shall constitute a use for the benefit of, and shall be a burden upon the affected portions of, the Parcels. The rights and easements created herein shall inure to the benefit of, and be binding upon, the respective successors, successors-in-title, assigns, heirs and tenants of each party hereto and the customers, employees and invitees of such parties, and shall remain in full force and effect and shall be unaffected by any change in ownership of the Parcels.

(c) Individuals Benefited. It is the intent of RaceTrac and SR80 that there not be a merger of the easement and fee estates occurring automatically by operation of law. The rights and privileges granted in this REA to the parties and their respective successors in title may be used by and inure to the benefit of their respective officers, employees, business guests, business invitees, agents, licensees, tenants, and customers and the officers, employees, business guests, business invitees, agents, licensees, subtenants and customers of their respective tenants and subtenants and all other persons lawfully on their respective properties.

(d) No Public Gift or Dedication. Nothing contained in this REA shall be deemed to be a gift or dedication to any governmental authority or the general public for any public purpose whatsoever.

(e) Grant of Easements Only. The parties are not conveying any land or title herein, but are merely granting the rights, privileges and easements herein set forth, subject to the conditions set forth herein. This REA is not and shall not be construed, interpreted or enforced as a dedication of all or any portion of the Overall Property to public use or to the private use of any party other than RaceTrac and SR80, and their respective invitees, customers, licensees, employees, agents, successors and assigns. No easements except those expressly set forth herein, shall be implied by this REA.

(f) Damage Caused by Party. Notwithstanding any contrary provision contained herein, in the event any improvements contemplated in this REA are damaged by a party hereto (or any agent thereof), such party shall be responsible for all obligations and costs of repairing such damage to the standard for the improvements existing prior to the damage. If the owner of the Parcel on which such damage occurs (the "Affected Owner") does not promptly commence and diligently pursue completion of repairs, the other Parcel owner(s) (collectively, the "Unaffected Owner") may enter onto the affected Parcel for the purpose of promptly commencing and/or diligently pursuing completion of such option, as the case may be. If the Unaffected Owner incurs any costs or expenses (including, without limitation, attorneys' fees and expenses) in effecting repairs on the affected Parcel pursuant to the rights provided in this Section 6(e), the Unaffected Owner may submit an invoice, accompanied by reasonable supporting information, to the Affected Owner for such costs and expenses incurred. The Affected Owner shall reimburse the Unaffected Owner the amount set forth in the invoice within fifteen (15) days after receipt thereof. If the Affected Owner fails to reimburse the Unaffected Owner within the fifteen (15) day period,

the amount due pursuant to the invoice shall bear interest at the lesser of (i) a rate of interest equal to five percent (5%) above the then-current rate (or the average of rates, if more than one rate appears) inserted in the blank of the "Money Rate" section of the Wall Street Journal (Eastern Edition) in the Section reading "Prime Rate ___ %", or (ii) the highest rate permitted by the law of the State of Florida until paid. Any amounts which are owed by the Affected Owner to the Unaffected Owner pursuant to this Section 6(e) shall constitute a lien against the affected Parcel until paid in full. The provisions of this Section 6(e) relating to payment by the Affected Owner of costs incurred by the Unaffected Owner shall not apply in the event the work completed by the Unaffected Owner was required due to damage caused by such Unaffected Party, in which event the Unaffected Owner shall be responsible for such costs as contemplated in the first sentence of this Section 6(e).

(g) Indemnification. Each party hereto (in this context, the "Indemnitor"), on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend and to hold harmless the other (and its partners, shareholders, officers, directors, agents, employees, predecessors, successors and assigns) (in this context, the "Indemnitees") from any and all claims, causes of action, damages, liabilities and expenses which may be claimed or asserted against, or suffered by, the Indemnitees arising out of or relating to, whether directly or indirectly, the exercise by the Indemnitor, its invitees, visitors, licensees, contractors, subcontractors, employees, agents and representatives, of the use and enjoyment of the easements created herein and the rights and obligations herein described and granted. Claims indemnified hereunder include, without limitation, personal injury, loss of life, mechanics' or materialmen's liens or claims of lien, and/or any other claims directly or indirectly related to the enjoyment of the rights and easements granted hereunder, or the obligations hereunder. The foregoing indemnification shall include all costs and reasonable attorneys' fees of the indemnified party (whether or not suit is instituted), including those incurred in appellate proceedings.

(h) Insurance. Each Parcel owner shall keep and maintain (or cause to be kept and maintained by a tenant or lessee) policies of insurance on the Improvements located on such Parcel owner's Property within an easement area with a financially responsible insurance company or companies licensed to do business in the State of Florida insuring against causes or events which from time to time are included as covered risks under standard insurance industry practices within the classification formerly referred to as fire insurance with an extended coverage or "all risk" endorsement. As used herein, "Improvements" means and includes every structure and all appurtenances thereto of every kind and nature, including without limitation the following facilities of a permanent or temporary nature: any and all buildings, out buildings, streets, roads, access roads, driveways, sidewalks and walkways.

Each Parcel owner shall keep and maintain (or cause to be kept and maintained by a tenant or lessee) comprehensive general liability insurance (including protective liability coverage on operations of independent contractors engaged in construction, completed operations and products liability coverage, broad form blanket contractual liability insurance and, explosion, collapse and underground coverage) with a financially responsible insurance company or companies licensed to do business in the State of Florida on an "occurrence" basis for the benefit of each Parcel owner (and others, at the discretion of the insuring Parcel owner) against claims for "personal injury" liability, including without limitation, bodily injury, death or property damage liability with a limit of not less than \$2,000,000 in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence, subject to revision by the mutual agreement of the Parcel owners. Such insurance coverage shall encompass and insure the contractual obligations of the insured party arising out of the indemnification obligations set forth in this Agreement. The other Parcel owners shall be included as additional insureds under each Parcel owner's commercial general liability insurance. Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies.

Copies or certificates of the insurance required by under this Section, each bearing notations evidencing payment of the premiums or other evidence of payment, shall be delivered by the procuring Parcel owner to the other Parcel owner upon prior written request. In the case of expiring policies, copies or certificates of any new or renewal policies, each bearing notations evidencing payment of the premiums or other evidence of payment, shall be delivered by the procuring Parcel owner to the other Parcel owner upon prior written request.

Notwithstanding anything herein to the contrary, so long as Racetrac, Inc. is the owner of the RaceTrac Parcel, RaceTrac shall have the right to self-insure any coverage required hereunder. Any subsequent owner of the RaceTrac Parcel shall not have the right to self-insure any coverage required hereunder.

(i) Notice. Any notice required or permitted to be given under this REA shall be in writing and shall be deemed to have been given when delivered: (i) by a national recognized overnight commercial courier evidenced by signed receipt; or (ii) via United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, evidenced by signed receipt, and addressed to the parties as herein provided (or such other address which any party may designate in writing for itself from time to time hereafter by written notice to the other party):

RaceTrac: RaceTrac, Inc.
200 Galleria Parkway, Suite 900
Atlanta, Georgia 30339
Attn: Corporate Counsel – Real Estate

With a copy to:

RaceTrac, Inc.
200 Galleria Parkway, Suite 900
Atlanta, Georgia 30339
Attn: VP of Real Estate

SR80: SR80 Labelle, LLC
4362 Northlake Boulevard, Suite 213
Palm Beach Gardens, Florida 33410
Attention: Mike Lucido
Email: mlucido@ecpdev.com

With a copy to:

SR80 Labelle, LLC
4362 Northlake Boulevard, Suite 213
Palm Beach Gardens, Florida 33410
Attention: Ross Kirchman
Email: rkirchman@ecpdev.com

With a copy to:

SR80 Labelle, LLC
7800 NE Palm Way
Boca Raton, FL 33487
Attention: Alex Daszkal

Email: alex@daszkal.com
And a copy to:

Burr & Forman, LLC
50 North Laura Street, Suite 3000
Jacksonville, Florida 32202
Attention: B.J. Ibach
Email: bibach@burr.com

(j) No Agency. Nothing in this REA shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers, or of any other such association.

(k) Governing Law and Venue. The laws of the State of Florida shall govern the REA, without regard to any principles of conflicts of law. Any legal action instituted hereunder shall be brought in the courts having jurisdiction over Hendry County, Florida.

(l) Amendment. This REA may not be changed or terminated without the written consent of the owners of the Parcels, and shall be set forth in an amendment recorded in the official records of Hendry County, Florida.

(m) Litigation Costs. In the event a party files a lawsuit to enforce this REA or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages to which it may be entitled under this REA, reasonable attorneys' fees and court costs incurred in such lawsuit.

(n) Severability. In the event any provision or portion of this REA is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(o) No Waiver. No waiver of any default of any obligation of either party shall be implied by any omission of the other party to take any action with respect to such default.

(p) No Termination for Breach. No breach, whether material or not material, of the provisions of this REA shall entitle either party to cancel, rescind or otherwise terminate this REA, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this REA.

(q) Time of Essence. Time is of the essence with respect to each and every provision of this REA.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, RaceTrac and SR80 have caused this REA to be executed on the date first stated above.

RACETRAC:

RACETRAC, INC.,
a Georgia corporation

[Signature]
Witness Name: RUAN NUÑEZ
Address: 200 GALLINA PKWY SE, #900
ATLANTA, GA 30337

By: [Signature]
Name: Trey Spivey
Title: Vice President of Real Estate

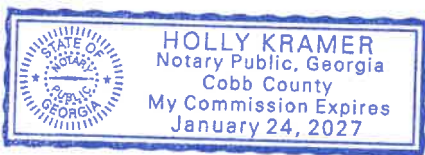
[Signature]
Witness Name: JUNE REARSON
Address: 200 GALLINA PKWY SE #900
Atlanta, GA 30339

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of MAY, 2024 by Trey Spivey, as Vice President of Real Estate of Racetrac, Inc., a Georgia corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public



HOLLY KRAMER
Printed Name

SIGNATURES CONTINUE ON FOLLOWING PAGE

SR80:

SR80 LABELLE, LLC,
a Florida limited liability company

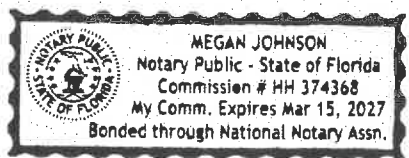
[Signature]
Witness Name: Russ Kirkman
Address: 321 Riverside Dr
Palm Beach Gardens FL 33460

By: [Signature]
Name: Alex Daszkal
Title: Manager

[Signature]
Witness Name: Gustavo Perea
Address: 19314 Glenmar Dr
West Palm Beach, FL

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of May, 2024 by Alex Daszkal, as Manager of SR80 Labelle, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.



[Signature]
Notary Public
Megan Johnson
Printed Name

EXHIBIT "A"**RaceTrac Parcel**

A PARCEL OF LAND LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 359.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 17.00 FEET; THENCE N.39°40'10"W. FOR A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF THE ACCESS EASEMENT DISCRIBED IN OFFICIAL RECORDS BOOK 871, PAGE 827, OF SAID PUBLIC RECORDS; THENCE N.50°19'03"E., ALONG SAID NORTH LINE OF EASEMENT, FOR A DISTANCE OF 10.45 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 261.93 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 182.57 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°34'09", A CHORD BEARING OF S.23°01'58"W., A CHORD LENGTH OF 24.75 FEET AND AN ARC LENGTH OF 25.72 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 300.58 FEET TO A POINT ON SAID NORTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 513.37 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 317.99 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 138.74 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°12'34", A CHORD BEARING OF S.79°21'03"W., A CHORD LENGTH OF 48.68 FEET AND AN ARC LENGTH OF 48.94 FEET; THENCE S.89°24'36"W. FOR A DISTANCE OF 35.51 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HUGGETTS ROAD, A 60 FOOT RIGHT OF WAY; THENCE N.00°35'24"W., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 47.36 FEET; THENCE N.50°18'08"E. FOR A DISTANCE OF 1086.23 FEET; THENCE S.00°57'57"E. FOR A DISTANCE OF 514.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 295,525 SQUARE FEET, 6.78 ACRES, MORE OR LESS

EXHIBIT "B"

Legal Description of SR80 Parcel

Lot 2:

LOT 2, LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 376.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W. FOR A DISTANCE OF 194.10 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 300.58 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°34'09", A CHORD BEARING OF N.23°01'58"E., A CHORD LENGTH OF 24.75 FEET AND AN ARC LENGTH OF 25.72 FEET; THENCE N.50°19'03"E. FOR A DISTANCE OF 182.57 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 261.93 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 10.45 FEET; THENCE S.39°40'10"E. FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 63,212 SQUARE FEET, OR 1.451 ACRES, MORE OR LESS

EXHIBIT "C"**Adjacent Parcel Legal Description****Lot 3:****LOT 3, LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1083.74 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W. FOR A DISTANCE OF 150.47 FEET; THENCE N.89°45'38"W. FOR A DISTANCE OF 127.19 FEET; THENCE N.00°35'24"W. FOR A DISTANCE OF 20.00 FEET; THENCE N.89°45'38"W. FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HUGGETTS ROAD, A 60 FOOT RIGHT OF WAY; THENCE N.00°35'24"W., ALONG SAID EAST RIGHT OF WAY LINE, FOR A DISTANCE OF 310.76 FEET; THENCE N.89°24'36"E. FOR A DISTANCE OF 35.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 138.74 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°12'34", A CHORD BEARING OF N.79°21'03"E., A CHORD LENGTH OF 48.68 FEET AND AN ARC LENGTH OF 48.94 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 317.99 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 65,161 SQUARE FEET, OR 1.496 ACRES, MORE OR LESS

EXHIBIT "D"

Permanent Access Easement Area

[Insert Legal Description and Depiction]

SKETCH AND DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA

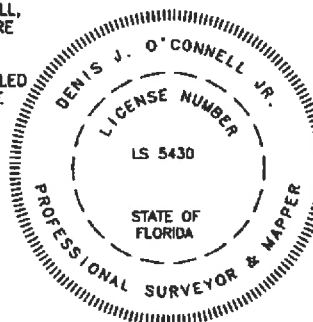
LEGAL DESCRIPTION OF ACCESS EASEMENT

AN EASEMENT LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 570.37 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 67.00 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 248.93 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 57.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'19", A CHORD BEARING OF N.84°41'07"W., A CHORD LENGTH OF 80.61 FEET AND AN ARC LENGTH OF 89.54 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 145.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 312.75 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'57", A CHORD BEARING OF S.47°44'59"W., A CHORD LENGTH OF 29.64 FEET AND AN ARC LENGTH OF 29.65 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 332.61 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'48", A CHORD BEARING OF S.42°03'26"W., A CHORD LENGTH OF 36.44 FEET AND AN ARC LENGTH OF 36.46 FEET; THENCE S.66°09'20"W. FOR A DISTANCE OF 42.08 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 96.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.08 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°51'35", A CHORD BEARING OF S.52°44'50"W., A CHORD LENGTH OF 11.62 FEET AND AN ARC LENGTH OF 11.63 FEET; TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 138.74 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°46'27", A CHORD BEARING OF S.73°04'06"W., A CHORD LENGTH OF 78.28 FEET AND AN ARC LENGTH OF 79.36 FEET; THENCE S.89°24'36"W. FOR A DISTANCE OF 35.51 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HUGGETS ROAD, A 60 FOOT RIGHT OF WAY; THENCE N.00°35'24"W., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 40.36 FEET; THENCE N.89°24'36"E. FOR A DISTANCE OF 33.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°05'33", A CHORD BEARING OF N.69°51'49"E., A CHORD LENGTH OF 63.57 FEET AND AN ARC LENGTH OF 64.82 FEET; THENCE N.50°19'03"E. FOR A DISTANCE OF 464.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°46'06", A CHORD BEARING OF N.54°12'06"E., A CHORD LENGTH OF 13.55 FEET AND AN ARC LENGTH OF 13.56 FEET; THENCE N.58°05'09"E. FOR A DISTANCE OF 23.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°46'06", A CHORD BEARING OF N.54°12'06"E., A CHORD LENGTH OF 13.55 FEET AND AN ARC LENGTH OF 13.56 FEET; THENCE N.50°19'03"E. FOR A DISTANCE OF 315.65 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°33'33", A CHORD BEARING OF N.68°35'49"E., A CHORD LENGTH OF 109.78 FEET AND AN ARC LENGTH OF 111.66 FEET; THENCE S.00°57'57"E. FOR A DISTANCE OF 36.03 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 139.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°00'01", A CHORD BEARING OF S.68°19'03"W., A CHORD LENGTH OF 85.91 FEET AND AN ARC LENGTH OF 87.34 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 336.17 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°34'09", A CHORD BEARING OF S.23°01'58"W., A CHORD LENGTH OF 24.75 FEET AND AN ARC LENGTH OF 25.72 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 300.58 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 64,329 SQUARE FEET, OR 1.48 ACRES, MORE OR LESS

THIS INSTRUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DENIS J. O'CONNELL, JR. USING A DIGITAL SIGNATURE AND DATE. PRINT COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Denis J. O'Connell Jr.


Digitally signed by Denis J. O'Connell Jr. Date: 2024.04.19 10:49:10 -04'00'

BY: DENIS J. O'CONNELL Jr. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. LS# 5430

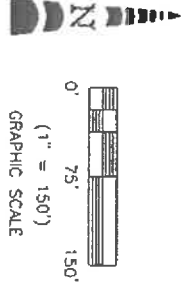
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

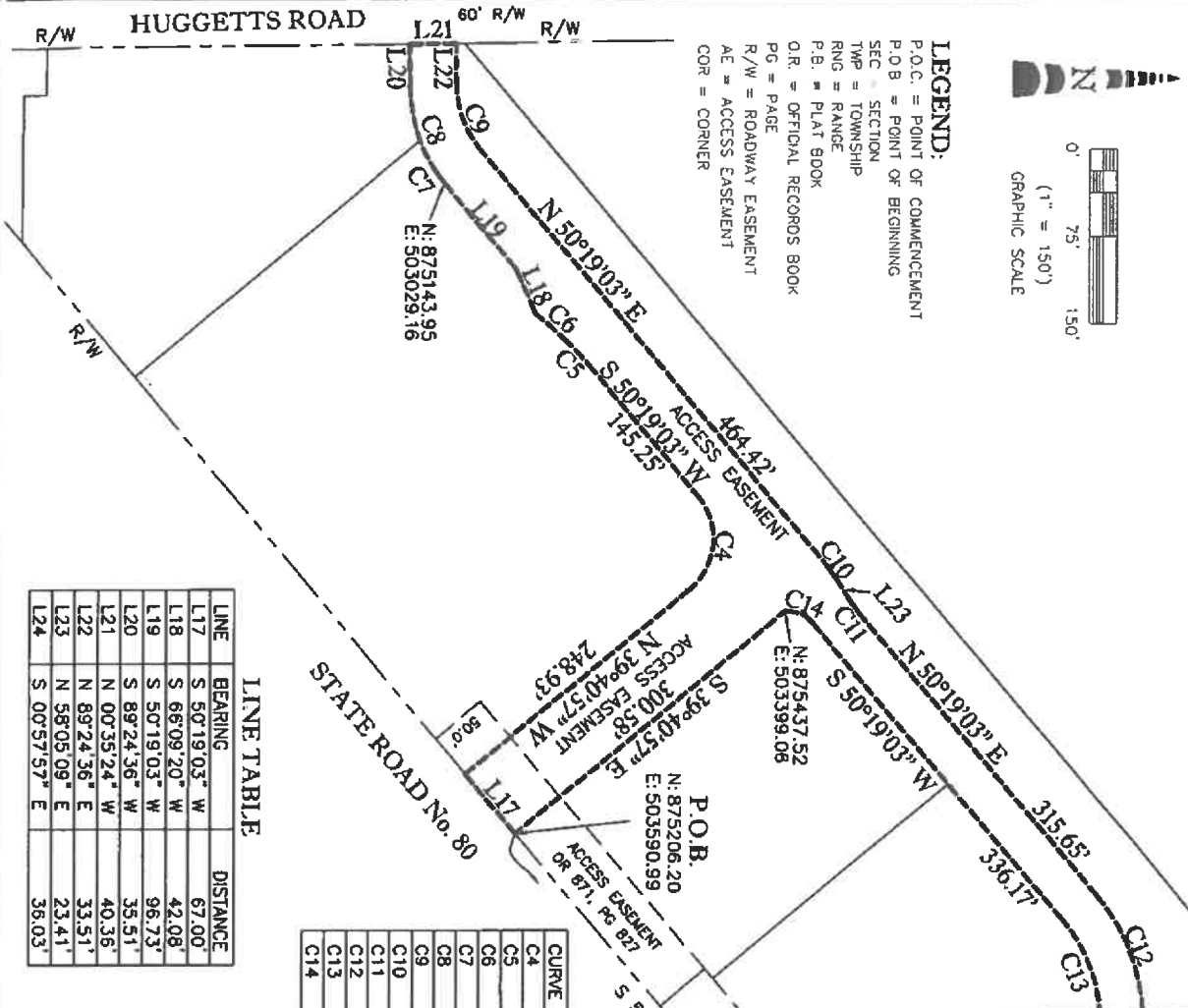
1. BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80 AS BEING S.50°19'03"W.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).
4. THE STATE PLANE COORDINATES SHOWN HEREON ARE IN FEET, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) BASED UPON CONTINUOUSLY OPERATING FLORIDA. PERMANENT REFERENCE NETWORK (FPRN) STATIONS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
5. RECORDING INFORMATION SHOWN HEREON REFERS TO THE PUBLIC RECORDS OF HEDRY COUNTY, FLORIDA.

TITLE: LEGAL DESCRIPTION			
		METRON SURVEYING & MAPPING, LLC LAND SURVEYORS-PLANNERS I.B# 7071	
10970 S. CLEVELAND AVE. SUITE #605 FORT MYERS, FLORIDA 33907		PHONE: (239) 275-8575 FAX: (239) 275-8457	
www.metronfl.com			
FILE NAME: 15437SK RT 4-24	FIELD BOOK/PAGE: 744/51-52	PROJECT NO.: 15437	SHEET: 1 OF 2
ISSUE DATE: 4/16/24	DRAWN BY: BUD	SCALE: 1" = 150'	CHECKED BY: DJO FILE NO. (S-T-R) 18-43-29

SKETCH AND DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA



LEGEND:
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 SEC. = SECTION
 TWP. = TOWNSHIP
 RNG. = RANGE
 P.B. = PLAT BOOK
 O.R. = OFFICIAL RECORDS BOOK
 PG. = PAGE
 R/W = ROADWAY EASEMENT
 AE = ACCESS EASEMENT
 COR. = CORNER



LINE TABLE

LINE	BEARING	DISTANCE
L17	S 50°19'03" W	67.00'
L18	S 68°09'20" W	42.08'
L19	S 50°19'03" W	96.73'
L20	S 89°24'36" W	35.51'
L21	N 00°35'24" W	40.36'
L22	N 89°24'36" E	33.51'
L23	N 58°05'09" E	23.41'
L24	S 00°57'57" E	36.03'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	57.00'	89.54'	80.61'	N 84°41'07" W	90°00'19"
C5	312.75'	29.65'	29.64'	S 47°44'59" W	5°25'57"
C6	332.61'	36.46'	36.44'	S 42°03'26" W	6°16'48"
C7	137.08'	11.63'	11.62'	S 52°44'50" W	4°51'35"
C8	138.74'	79.35'	78.28'	S 73°04'06" W	32°46'27"
C9	95.00'	64.82'	63.57'	N 69°51'49" E	39°05'33"
C10	100.00'	13.56'	13.55'	N 54°12'06" E	7°46'06"
C11	100.00'	13.56'	13.55'	N 54°12'06" E	7°46'06"
C12	175.00'	111.86'	109.78'	N 68°35'49" E	36°33'33"
C13	139.00'	87.34'	85.91'	S 68°19'03" W	36°00'01"
C14	27.00'	25.72'	24.75'	S 23°01'58" W	54°34'09"

SKETCH OF DESCRIPTION

METRON
 SURVEYING & MAPPING, LLC
 LAND SURVEYORS-PLANNERS
 LB# 7071

10970 S. CLEVELAND AVE.
 SUITE 6605
 FORT MYERS, FLORIDA 33907
 PHONE: (239) 275-6575
 FAX: (239) 275-6457
 www.metronllc.com

FILE NAME: AE MAIN 4-24.DWG
 FIELD BOOK/PAGE: 744/51-52
 PRODUCT NO.: 15437
 SHEET: 2 OF 2

DATE: 4/17/24
 DRAWN BY: BUD
 SCALE: 1" = 150'
 CHECKED BY: DJO
 FILE NO. (S-1-#): 18-43-29

P.O.C.
 SE COR OF NW 1/4
 OF NW 1/4 OF SEC 18,
 TWP 43S, RNG 29E ALSO
 THE SW COR PARKWOOD
 ESTATES, P.B. 3, PG 23

EAST LINE OF
 SW 1/4 OF NW 1/4
 OF SEC 18, TWP 43S,
 RNG 29E

S 00°57'57" E
 541.73'

- NOTES:**
1. BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80 AS BEING S:50°19'03"W.
 2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).
 4. THE STATE PLANE COORDINATES SHOWN HEREON ARE IN FEET, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) BASED UPON CONTINUOUSLY OPERATING FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATIONS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
 5. RECORDING INFORMATION SHOWN HEREON REFERS TO THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

EXHIBIT "E"

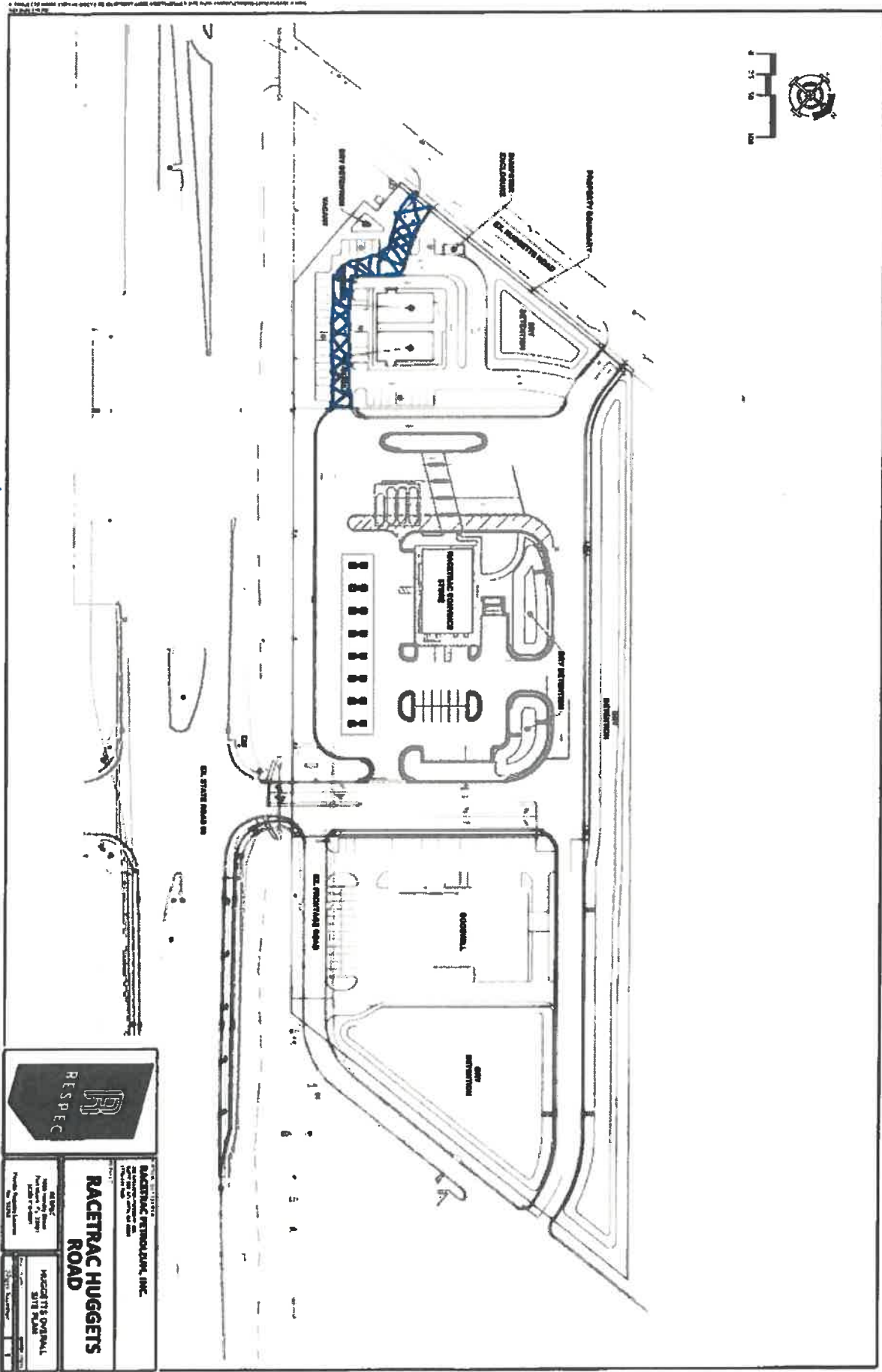
Site Plan

[Insert]

EXHIBIT "F"

Frontage Drive Easement Area

[Insert Legal Description and Depiction]



Foretag Road

	RACETRAC HUGGETTS ROAD
	RACETRAC STATION, INC.
<small> 1000 Huggerts Road Racetrac, VA 22840 </small>	<small> HUGGETTS ROAD SITE PLAN </small>

*This instrument prepared by
and after recording return to:*
Racetrac, Inc.
200 Galleria Parkway, Suite 900
Atlanta, Georgia 30339
Attn: Corporate Counsel -- Real Estate

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** (this "REA") is made effective as of the ^{29th} day of MAY, 2024 (the "Effective Date") by and between **RACETRAC, INC.**, a Georgia corporation, whose address is 200 Galleria Parkway, Suite 900, Atlanta, Georgia 30339 ("**RaceTrac**"); and **SR80 LABELLE, LLC**, a Florida limited liability company, whose address is 4362 Northlake Boulevard, Suite 213, Palm Beach Gardens, Florida 33410 ("**SR80**"); who, subject to the terms and conditions set forth herein agree as follows:

RECITALS:

WHEREAS, RaceTrac is the owner of certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on Exhibit "A" attached hereto and made a part hereof (the "**RaceTrac Parcel**");

WHEREAS, SR80 is the owner of (i) that certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on Exhibit "B" attached hereto and made a part hereof (the "**SR80 Parcel**") and (ii) that certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on Exhibit "C" attached hereto and made a part hereof (the "**Adjacent Parcel**");

WHEREAS, RaceTrac and SR80 desire to create and reserve certain easements, covenants, conditions and restrictions relating to development of the RaceTrac Parcel, the SR80 Parcel and the Adjacent Parcel (collectively, the "**Parcels**" or the "**Overall Property**") for matters of ingress, egress and access to and from the Parcels, use restrictions, signage restrictions, and drainage to benefit the present and future owners of the Parcels and their respective occupants, tenants, customers, employees, agents and invitees, as set forth herein; and

WHEREAS, RaceTrac and SR80 desire to document the foregoing in this REA.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by RaceTrac and SR80, it is agreed and declared as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference, as though fully set forth herein.

2. **Reciprocal Access Easements.**

(a) **SR80** hereby bargains, sells, grants and conveys to RaceTrac, for the benefit of and as an appurtenance to the RaceTrac Parcel, a perpetual, non-exclusive right, privilege and easement on, over and across all driveways, roads, streets and alleys constructed and developed on the SR80 Parcel from

Recorded Electro	
ID	202426007377
County	Hendry
O.R. Book	1079 Page 729
Date	6/21/24 Time 1:41pm

This Instrument was Prepared By
and should be Returned To:
John R. Ibach, Esq.
Burr & Forman, LLP
50 N. Laura Street, Suite 3000
Jacksonville, Florida 32202

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this “**Amendment**”) is made this 14th day of June, 2024 (the “**Effective Date**”), by and between **SR 80 LABELLE, LLC**, a Florida limited liability company (“**SR 80**”), **RACETRAC, INC.**, a Georgia corporation (“**RaceTrac**”) and **AGREE STORES, LLC**, a Delaware limited liability company (“**Agree**”).

RECITALS:

A. P & P, LLC, a Florida limited liability company (“**P&P**”) and HSC Labelle, LLC, an Alabama limited liability company (“**HSC**”) previously executed that certain Easement Agreement recorded in Official Records Book 871, Page 827, of the Public Records of Hendry County, Florida (the “**Easement Agreement**”), with respect to certain real property as more particularly set forth in the Easement Agreement.

B. SR 80 is the owner of a portion of the P & P Property, as defined in the Easement Agreement, which portion is more particularly described on Exhibit “A-1” attached hereto and by reference made a part hereof (the “**SR 80 Property**”).

B. RaceTrac is the owner of a portion of the P & P Property, as defined in the Easement Agreement, which portion is more particularly described on Exhibit “A-2” attached hereto and by reference made a part hereof (the “**RaceTrac Property**”).

C. Agree is the owner of the Benefitted Property, as defined in the Easement Agreement and described on Exhibit “A-3” attached hereto and by reference made a part hereof.

C. Pursuant to the Easement Agreement, an access easement was granted over a portion of the SR 80 Property and a portion of the RaceTrac Property in favor of the owner of the Benefitted Property.

D. SR 80 (or its successors and assigns) is developing the SR 80 Property, RaceTrac (or its successors and assigns) is developing the RaceTrac Property, and in connection with such development, SR 80, RaceTrac and Agree have agreed to amend the location of the access easement under the Easement Agreement, as more particularly set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, SR 80 and Agree hereby agree as follows:

1. Recitals and Defined Terms. The Recitals set forth above are true and correct and by reference made a part hereof. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Easement Agreement.

2. Updated Access Easement Area. SR 80, RaceTrac and Agree hereby agree that (a) promptly following the Effective Date, RaceTrac will construct and pave a new driveway (the “**New Roadway**”) to provide non-exclusive, perpetual and continuous unobstructed pedestrian and vehicular ingress and egress with heavy duty pavement sufficient to accommodate WB-65 commercial truck traffic to and from the Benefitted Property, and (b) only after completion of the New Roadway, RaceTrac will promptly thereafter construct and pave a mountable (and not a full curb) pork chop island (the “**Porkchop**”) to create a right in/right out access on the existing Easement Area (i.e., those portions of the P & P Property described on Exhibit “C” to the Easement Agreement without regard to the modifications thereto pursuant to this Amendment) (“**Original Easement Area**”), which Original Easement Area, New Roadway and Porkchop are shown on the site plan attached hereto as Exhibit “B” and by reference made a part hereof (the “**Site Plan**”). The legal description for the New Roadway is more particularly described in Exhibit “C” and by reference made a part hereof (the “**Updated Access Easement Area**”). Upon completion of construction of the New Roadway, (i) Exhibit “C” to the Easement Agreement shall automatically be amended to include the legal description of the Updated Access Easement Area; and (ii) except as otherwise provided in this Amendment, all references to “Easement Area” in the Easement Agreement shall automatically be amended to refer to, together, the Updated Access Easement Area and the Original Easement Area (as modified by the Porkchop). Nothing herein shall be deemed to modify, amend or terminate the utility easements over the Easement Area in favor of the Benefitted Property. For purposes of this Amendment and the Easement Agreement, the term “**Updated Access Easement Area Owner**” means RaceTrac, its successors or assigns in ownership of all or any portion of the Updated Access Easement Area. For the avoidance of doubt, the Original Easement Area shall remain open, undisturbed and unobstructed until final completion of the New Roadway and the New Roadway is fully available for use by the Benefitted Property.

3. Construction of Updated Access Easement Area and Porkchop. Notwithstanding anything contained in the Easement Agreement to the contrary, RaceTrac shall be solely responsible for all costs associated with construction and pavement of the New Roadway and Porkchop to allow for vehicular and pedestrian ingress and egress to and from the Benefitted Property, including but not limited to the labor, materials and equipment necessary for grading, paving, and constructing the New Roadway and Porkchop. The paved portions of the New Roadway and the Porkchop shall be constructed in a manner, and shall consist of materials, that would comply with Florida Department of Transportation standards for public streets of a similar nature, including heavy duty pavement sufficient to accommodate WB-65 commercial truck traffic. As part of the construction of the New Roadway, RaceTrac and SR 80 shall install stop signs at the locations indicated on the Site Plan. The previous provisions to the contrary notwithstanding, in the event RaceTrac is unable to obtain all necessary governmental approvals

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for the location of the stop signs on the RaceTrac Property and SR 80 Property as indicated on the Site Plan, the stop signs will be located on the New Roadway at a location mutually acceptable to SR 80 and Agree. For the avoidance of doubt, RaceTrac and SR 80 hereby acknowledge and agree that Agree (as successor-in-interest to HSC) has no remaining obligations under Section 2(a) of the Easement Agreement. In the event that (i) Agree in its reasonable discretion determines that traffic-control devices (e.g., stop signs, speed bumps) should be installed within the Updated Access Easement Area, or (ii) any governmental entity with jurisdiction over the RaceTrac Property, SR 80 Property, or the Benefitted Property mandates the same, RaceTrac and SR 80 shall be responsible for the construction and/or installation of all such traffic-control devices, subject to receipt of any and all required permits and approvals from applicable governing authorities. Notwithstanding the foregoing, RaceTrac and SR 80 shall not be obligated to install traffic-control devices in the portion of the New Roadway from Huggetts Rd. up to the first stop sign, or in the portion of the New Roadway from SR-80 up to the second median, unless required by any governmental entity with jurisdiction over the RaceTrac Property or the SR 80 Property.

4. Requirements During Construction of Updated Access Easement Area and Porkchop. Throughout the construction and development of the Updated Access Easement Area and all related work, the following restrictions shall apply:

- (i) all construction shall be conducted expeditiously and in such a manner as to not impede or interfere with the access, drive aisles, truck path, and business operations conducted on the Benefitted Property;
- (ii) all construction materials, equipment and parking shall be kept neat and all staging of construction materials and equipment and all construction parking shall be kept on the SR 80 Property;
- (iii) to the extent possible, the construction entrance shall be from Huggetts Road and not from State Route 80;
- (iv) the truck path used by the Benefitted Property shall not be impeded or blocked at any time;
- (v) there shall be no business interruption or disruption to utilities or any other services affecting the business being operated on the Benefitted Property;
- (vi) TSC and its store manager will be given at least ten (10) days prior notice of the commencement of any construction work on the Updated Access Easement Area, the Original Easement Area and any related areas; and
- (vii) TSC and its store manager will be provided with the contact name and number for the onsite construction supervisor for the construction contemplated by this Amendment.

In the event of a breach of this Section 4 that interrupts or adversely impacts the ingress, egress or business operations on the Benefitted Property, TSC shall have the right to directly enforce all remedies contained in the Easement Agreement as amended by this Amendment and all other remedies TSC may have at law and in equity.

5. Maintenance and Repair of the Stormwater System on the RaceTrac Property and SR 80 Property. RaceTrac shall, at its sole cost and expense, perform from time to time and in a timely manner all maintenance and repair of the stormwater retention system on the RaceTrac Property and SR 80 Property as required and in accordance with the Water Management District permit issued for such system.

6. Maintenance and Repair of the Original Easement Area. Sections 2(b) and 2(c) of the Easement Agreement are hereby amended such that all references in Section 2(b) and 2(c) of the Easement Agreement to “Easement Area” shall be deemed references to the Original Easement Area.

7. Responsibility for Certain Acts. Section 2(d) of the Easement Agreement is hereby amended such that all references to the term “Easement Area Owner” in Section 2(d) of the Easement Agreement shall be deemed to refer to both the Easement Area Owner and the Updated Access Easement Area Owner.

8. Maintenance and Repair of the Updated Access Easement Area. RaceTrac shall, at its sole cost and expense, perform from time to time and in a timely manner all maintenance, repair, and reconstruction of the pavement and other improvements in the Updated Access Easement Area as is necessary to keep the Updated Access Easement Area in good condition and shall (i) have the obligation to perform the maintenance, repair or reconstruction during the times and in such a manner as to minimize any interference with the operation and use of the Updated Access Easement Area, (ii) not block access to the Benefitted Property (via the Updated Access Easement Area) during business hours, (iii) use reasonable efforts to minimize construction dust and shall not allow any construction materials, equipment or debris to be placed on the Benefitted Property, and (iv) restore the Updated Access Easement Area to good condition. Without limiting the foregoing, after completion of the Updated Access Easement Area, RaceTrac shall provide Agree with notice at least fifteen (15) days in advance of any scheduled maintenance or repair within the Updated Access Easement Area or to the stormwater retention ponds located on the RaceTrac Property and SR 80 Property that may impact the business operations on the Benefitted Property.

9. Original Easement Area Use. RaceTrac and SR 80 shall not interfere with use of the Original Easement Area for access by Agree and its mortgagees, tenants, agents, customers, patrons, invitees, licensees and employees of the Benefitted Property until the completion of the New Roadway within the Updated Access Easement Agreement, unless RaceTrac or SR 80, as applicable, obtains the prior written approval of Agree and its tenant. RaceTrac shall construct the Porkchop during non-business hours only. During the construction of the Porkchop, RaceTrac shall perform the construction in such a manner that minimizes any interference with Agree’s, its tenant’s or their respective invitees’ use of the Original Easement Area for access. At no time shall RaceTrac or SR 80 interfere with use of the Original Easement Area for utilities by Agree and its mortgagees, tenants, agents, customers, patrons, invitees, licensees and employees of the Benefitted Property, unless RaceTrac or SR 80, as applicable, obtains the prior written approval of Agree and its tenant.

10. Remedies (Section 4 of the Easement Agreement). Section 4 of the Easement Agreement is hereby amended such that all references to the term “Easement Area Owner” in Section 4 of the Easement Agreement shall be deemed to refer to both the Easement Area Owner and the Updated Access Easement Area Owner.

11. Insurance and Indemnification (Section 5 of the Easement Agreement). Section 5 of the Easement Agreement is hereby amended such that all references to the term “Easement Area Owner” in Section 5 of the Easement Agreement shall be deemed to refer to both the Easement Area Owner and the Updated Access Easement Area Owner.

12. Exclusive Use Provision. From and after the Effective Date and so long as Tractor Supply Company, its successors, and/or assigns (“TSC”), has a leasehold interest in all or any portion of the Benefitted Property, no portion of the RaceTrac Property or the SR 80 Property shall be sold, leased, rented, occupied or allowed to be occupied, or otherwise transferred or conveyed for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock gates; (d) livestock feeding systems; (e) animal and pet feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock); (f) western wear and boots; (g) outdoor work wear (similar to and specifically including Carhartt products) and boots; (h) horse and rider tack and equipment; (i) bird feed, housing and related products; (j) lawn and garden goods and equipment (including but not limited to, live plants, shrubs, flowers and trees, push/riding mowers, mow-n-vacs, garden carts and gardening tools, snow blowers, chippers and shredders, wheel barrows, and log splitters); (k) hardware; (l) power tools; (m) welders and welding supplies; (n) open and closed trailers; (o) 3-point equipment; (p) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections); (q) hay and forage; (r) bulk propane and welding gas; (s) pedal boats and motorized vehicles (including tractors, ATVs, mini-bikes, dirt bikes, scooters and UTVs); (t) pet grooming and washing services; and (u) a pet veterinary care clinic (collectively, the “**Restricted Products**”). Further, from and after the Effective Date and so long as Tractor Supply Company, its successors, and/or assigns, is open and operating on all or any portion of the Benefitted Property, no portion of the RaceTrac Property or SR 80 Property shall be used as a fulfillment center for selling, offering for sale, receiving, storing, retrieving or distributing Restricted Products ordered, purchased or sold through intra-store sales or online, catalog, or digitally-generated means, and such prohibition includes, without limitation, the use of lockers, lock-boxes and other systems associated with any “buy-online-pick-up-in-store,” “click and collect” or similar concept (the “**Online Retail Restriction**”). Nothing contained in this Amendment shall prevent any tenant, subtenant, licensee or other occupant of all or any portion of the SR 80 Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant, subtenant, licensee or occupant to the display for sale of Restricted Products does not exceed five percent (5%) of the total number of square feet of space used for merchandise display by such tenant, subtenant, licensee or occupant (including one-half (1/2) of the aisle space adjacent to any display area) (the “**SR 80 Property De Minimis Sales Exception**”) and nothing contained in this Amendment shall prevent any tenant, subtenant, licensee or other occupant of all or any portion of the RaceTrac Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant, subtenant, licensee or occupant to the display for sale of Restricted Products does not exceed fifteen percent (15%) of the total number of square feet of space used for merchandise display by such tenant, subtenant, licensee or occupant (including one-half (1/2) of the aisle space adjacent to any display area) (the “**RaceTrac Property De Minimis Sales Exception**”); provided however, each of the SR 80 Property De Minimis Sales Exception and the RaceTrac Property De Minimis Sales Exception shall not apply to, or in any way provide relief from, the absolute prohibition of the Online Retail Restriction relative to Restricted Products. For the purpose of clarity and example, the SR 80

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Property and the RaceTrac Property shall not be used or operated by businesses whose operations exceed either the SR 80 Property De Minimis Sales Exception or the RaceTrac Property De Minimis Sales Exception, as applicable, which businesses include, without limitation: Rural King, Atwoods, True Value, Ace Hardware, Harbor Freight, Menards, Blain's Farm & Fleet, Petsmart, Petco, Home Depot, or Lowe's as such are operated as of the date hereof. In addition, the operation of a Goodwill Industries thrift store as such is operated as of the date hereof shall not be considered a violation of this Section 12. Further, this covenant shall not apply to any business operated by TSC, or any affiliate of TSC. At such time that Tractor Supply is closed for a period of ninety (90) days (which period shall be extended to (i) a period of one (1) year for a closure due to renovation, and (ii) a period of twenty-four (24) months in the event of a closure due to casualty), the restrictions set forth in this Section 12 shall automatically terminate and be of no further force and effect. Within thirty (30) days after written request by the owner of the RaceTrac Property or the SR 80 Property, the owner of the Benefitted Property shall execute and record a Termination of Use Restriction in such event, but the failure to record such Termination shall not prevent the automatic effectiveness of this provision.

13. Signage. SR 80 shall use commercially reasonable efforts to obtain permits for and install wayfinding signage for any current or future tenant or other occupant at the Benefitted Property in a location along Huggetts Road that is mutually agreeable to Agree and SR 80, subject to municipal approval. SR 80 shall also use commercially reasonable efforts to obtain permits for and install wayfinding signage for any current or future tenant or other occupant at the Benefitted Property in a location along SR - 80 that is mutually agreeable to Agree and SR 80, subject to municipal approval.

14. Breach of Amendment. In the event RaceTrac or SR 80 fails to perform its obligations under this Amendment or otherwise breaches the terms of this Amendment, such failure or breach shall constitute a failure or breach under the Easement Agreement (as amended by this Agreement).

15. Attorneys' Fees. SR 80 (or an affiliated entity) shall be responsible for those reasonable attorneys' fees incurred by Agree and Agree's tenant (TSC) in conjunction with the drafting, review, and execution of this Amendment.

16. Ratification. Except as expressly modified by the terms and provisions of this Amendment, all of the terms and provisions of the Easement Agreement are unchanged and continue in full force and effect and all rights, remedies, liabilities and obligations evidenced by the Easement Agreement are hereby acknowledged by the parties hereto to be valid and subsisting and to be continued in full force and effect. The Easement Agreement, as modified and amended hereby, is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, term and power contained in and under the Easement Agreement, as modified and amended hereby, shall continue in full force and effect.

17. Amendment Controls Conflicts. The provisions of this Amendment are intended to and shall supersede and take precedence over any provision to the contrary contained in the Easement Agreement.

18. Headings. All captions, headings, section and subsection numbers and letters are solely for the purpose of facilitating reference to this Amendment and shall not supplement, limit or otherwise vary in any respect the text of this Amendment.

19. Severability. If any term, covenant or condition of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Amendment shall be valid and enforced to the full extent permitted by law.

20. Successors and Assigns. The rights, duties, benefits and obligations contained in this Amendment shall be binding upon and inure to the benefit of the owners of the Benefitted Property, the RaceTrac Property and the SR 80 Property, and their successors and assigns, and anyone else who has rights by, through, or under such party, and shall be appurtenant to and run with the land described herein.

21. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective duly authorized representatives, effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

SR 80 LABELLE, LLC, a Florida limited liability company

Mikel Lucido
Name printed: Mike Lucido
Address of Witness: 4362 Northlake Blvd Ste 113
Palm Beach Gardens, FL 33410

By: Ross Kirchman
Name: Ross Kirchman
Title: Manager

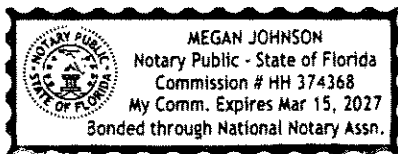
Gustavo Rocha
Name printed: Gustavo Rocha
Address of Witness: 4362 Northlake Blvd Ste 113
Palm Beach Gardens, FL 33410

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on May 24, 2024, by Ross Kirchman, the Manager of SR 80 LABELLE, LLC, a Florida limited liability company, on behalf of the company. Such person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Megan Johnson
Name: Megan Johnson
NOTARY PUBLIC, State of Florida
Serial Number (if any) Commission # HH 374368
My Commission Expires: 3/15/2027



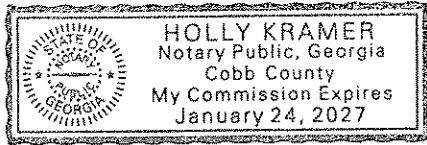
IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective duly authorized representatives, effective as of the day and year first above written.

<p><u>[Signature]</u> Witness Name: <u>PLUM MINEZ</u> Address: <u>200 GALLERIA PKWY SE, #900,</u> <u>ATLANTA, GA 30339</u></p> <p><u>[Signature]</u> Witness Name: <u>JUNE REARSON</u> Address: <u>200 Galleria Pkwy 86 #900</u> <u>Atlanta GA 30339</u></p>	<p>RACETRAC, INC., a Georgia corporation</p> <p>By: <u>[Signature]</u> Name: <u>Trey Spivey</u> Its: <u>Vice President of Real Estate</u></p>
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STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of MAY, 2024 by TREY SPIVEY, as Vice President of Real Estate of Racetrac, Inc., a Georgia corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and who did (did not) take an oath.



[Signature]
 Notary Public

Holly Kramer
 Printed Name

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their respective duly authorized representatives, effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

AGREE STORES, LLC,
a Delaware limited liability company

[Signature]
Name printed: Brett Kifferstein
Address of Witness: 32301 Woodward Avenue
Royal Oak, MI 48073

By: Edward A Eickhoff
Name: Edward A. Eickhoff
Title: Authorized Representative

[Signature]
Name printed: Madeline Kizy
Address of Witness: 32301

Woodward Avenue Royal Oak, MI 48073

STATE OF Michigan
COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on June 14, 2024, by, Edward A Eickhoff, the Authorized Representative of Agree Stores, LLC, a Delaware limited liability company, on behalf of the company. Such person is personally known to me or has produced _____ as identification.

(SEAL)

Susan M Moore
Name: Susan M. Moore
NOTARY PUBLIC, State of ~~Florida~~ Michigan
Serial Number (if any) _____
My Commission Expires: 10/7/2028

SUSAN M. MOORE
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Oct 7, 2028
ACTING IN COUNTY OF Oakland

Exhibit "A-1"**SR 80 Property****(i) Lot 2:****LOT 2, LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 376.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W. FOR A DISTANCE OF 194.10 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 300.58 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°34'09", A CHORD BEARING OF N.23°01'58"E., A CHORD LENGTH OF 24.75 FEET AND AN ARC LENGTH OF 25.72 FEET; THENCE N.50°19'03"E. FOR A DISTANCE OF 182.57 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 261.93 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 10.45 FEET; THENCE S.39°40'10"E. FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 63,212 SQUARE FEET, OR 1.451 ACRES, MORE OR LESS

(ii) Lot 3:**LOT 3, LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1083.74 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W. FOR A DISTANCE OF 150.47 FEET; THENCE N.89°45'38"W. FOR A DISTANCE OF 127.19 FEET; THENCE N.00°35'24"W. FOR A DISTANCE OF 20.00 FEET; THENCE N.89°45'38"W. FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HUGGETTS ROAD, A 60 FOOT RIGHT OF WAY; THENCE N.00°35'24"W., ALONG SAID EAST RIGHT OF WAY LINE, FOR A DISTANCE OF 310.76 FEET; THENCE N.89°24'36"E. FOR A DISTANCE OF 35.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 138.74 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°12'34", A CHORD BEARING OF N.79°21'03"E., A CHORD LENGTH OF 48.68 FEET AND AN ARC LENGTH OF 48.94 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 317.99 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 65,161 SQUARE FEET, OR 1.496 ACRES, MORE OR LESS

Exhibit "A-2"**RaceTrac Property**

A PARCEL OF LAND LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 359.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 17.00 FEET; THENCE N.39°40'10"W. FOR A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF THE ACCESS EASEMENT DISCRIBED IN OFFICIAL RECORDS BOOK 871, PAGE 827, OF SAID PUBLIC RECORDS; THENCE N.50°19'03"E., ALONF SAID NORTH LINE OF EASEMENT, FOR A DISTANCE OF 10.45 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 261.93 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 182.57 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°34'09", A CHORD BEARING OF S.23°01'58"W., A CHORD LENGTH OF 24.75 FEET AND AN ARC LENGTH OF 25.72 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 300.58 FEET TO A POINT ON SAID NORTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 513.37 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 317.99 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 138.74 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°12'34", A CHORD BEARING OF S.79°21'03"W., A CHORD LENGTH OF 48.68 FEET AND AN ARC LENGTH OF 48.94 FEET; THENCE S.89°24'36"W. FOR A DISTANCE OF 35.51 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HUGGETTS ROAD, A 60 FOOT RIGHT OF WAY; THENCE N.00°35'24"W., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 47.36 FEET; THENCE N.50°18'08"E. FOR A DISTANCE OF 1086.23 FEET; THENCE S.00°57'57"E. FOR A DISTANCE OF 514.00 FEET TO THE POINT OF BEGINNING.

Exhibit "A-3"

Benefitted Property

A PARCEL OF LAND LYING AND BEING IN SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO KNOWN AS THE SOUTHWESTERLY CORNER OF PARKWOOD ESTATES AS RECORDED IN PLAT BOOK 3, PAGE 23, RUN SOUTH 74°39'11" WEST A DISTANCE OF 288.87 FEET; THENCE SOUTH 01°22'16" EAST A DISTANCE OF 697.00 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 80; THENCE NORTH 49°52'18" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD 80, A DISTANCE OF 359.47 FEET; THENCE NORTH 01°22'16" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, A DISTANCE OF 541.73 FEET TO THE POINT OF BEGINNING, CONTAINING 4.00 ACRES MORE OR LESS.

Exhibit "B"

Site Plan

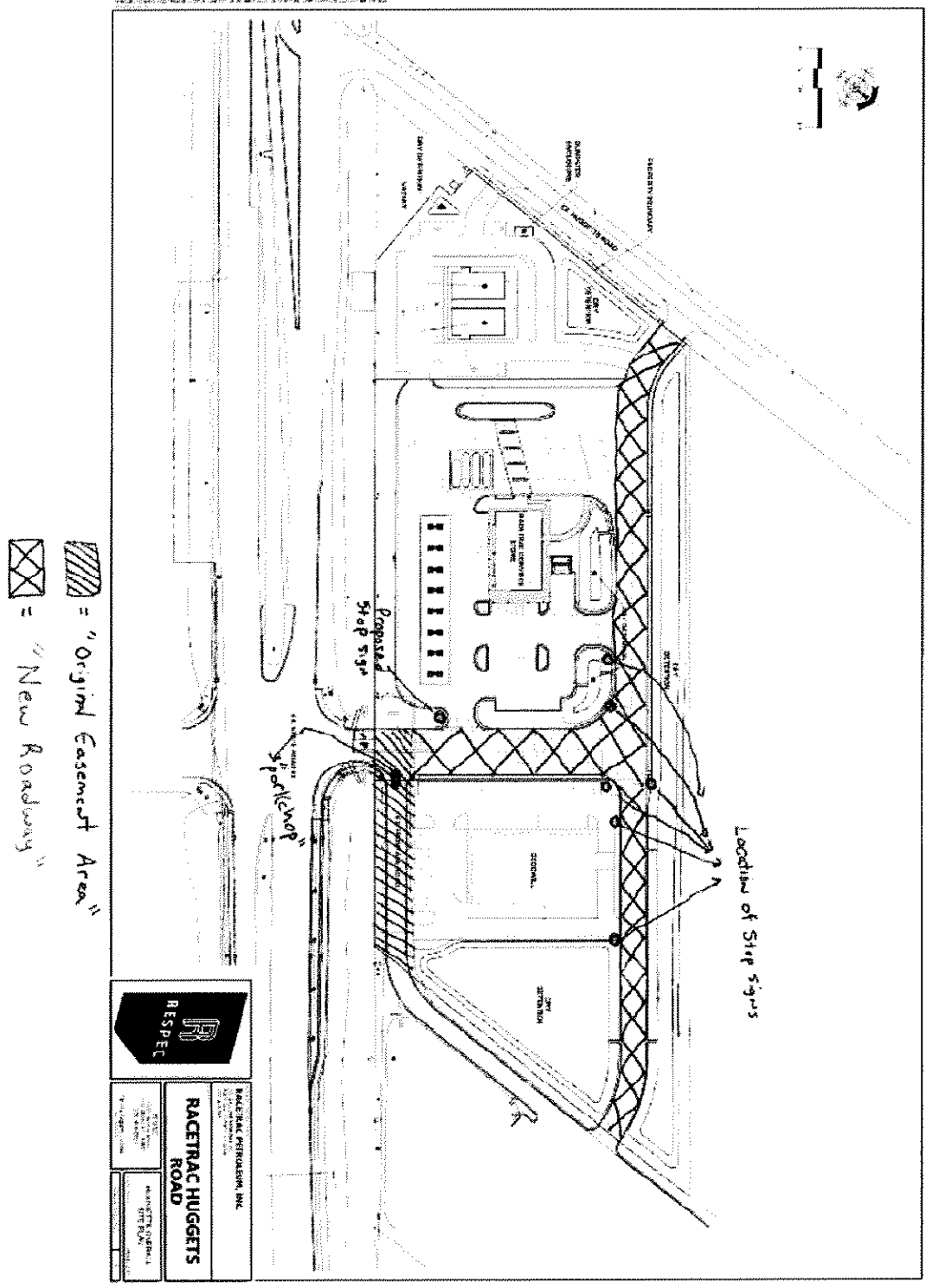
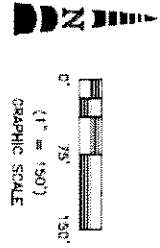


Exhibit "C"**Legal Description for Updated Access Easement Area****LEGAL DESCRIPTION OF ACCESS EASEMENT**

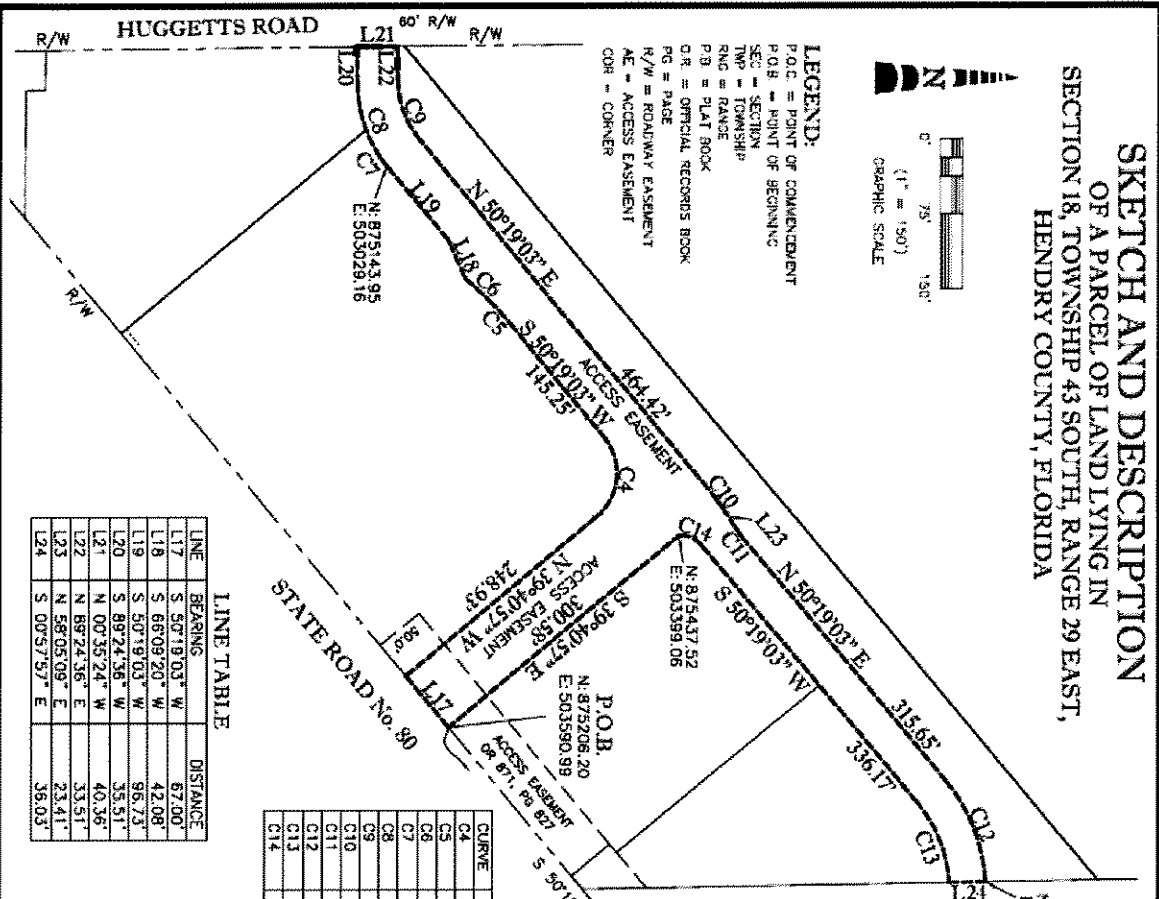
AN EASEMENT LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 570.37 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 67.00 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 248.93 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 57.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'19", A CHORD BEARING OF N.84°41'07"W., A CHORD LENGTH OF 80.61 FEET AND AN ARC LENGTH OF 89.54 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 145.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 312.75 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'57", A CHORD BEARING OF S.47°44'59"W., A CHORD LENGTH OF 29.64 FEET AND AN ARC LENGTH OF 29.65 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 332.61 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'48", A CHORD BEARING OF S.42°03'26"W., A CHORD LENGTH OF 36.44 FEET AND AN ARC LENGTH OF 36.46 FEET; THENCE S.66°09'20"W. FOR A DISTANCE OF 42.08 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 96.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.08 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°51'35", A CHORD BEARING OF S.52°44'50"W., A CHORD LENGTH OF 11.62 FEET AND AN ARC LENGTH OF 11.63 FEET; TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 138.74 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°48'27", A CHORD BEARING OF S.73°04'06"W., A CHORD LENGTH OF 78.28 FEET AND AN ARC LENGTH OF 79.36 FEET; THENCE S.89°24'36"W. FOR A DISTANCE OF 35.51 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HUGGETS ROAD, A 60 FOOT RIGHT OF WAY; THENCE N.00°35'24"W., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 40.36 FEET; THENCE N.89°24'36"E. FOR A DISTANCE OF 33.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°05'33", A CHORD BEARING OF N.89°51'49"E., A CHORD LENGTH OF 63.57 FEET AND AN ARC LENGTH OF 64.82 FEET; THENCE N.50°19'03"E. FOR A DISTANCE OF 464.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°46'06", A CHORD BEARING OF N.54°12'06"E., A CHORD LENGTH OF 13.55 FEET AND AN ARC LENGTH OF 13.56 FEET; THENCE N.58°05'09"E. FOR A DISTANCE OF 23.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°46'06", A CHORD BEARING OF N.54°12'06"E., A CHORD LENGTH OF 13.55 FEET AND AN ARC LENGTH OF 13.56 FEET; THENCE N.50°19'03"E. FOR A DISTANCE OF 315.65 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°33'33", A CHORD BEARING OF N.68°35'49"E., A CHORD LENGTH OF 109.78 FEET AND AN ARC LENGTH OF 111.66 FEET; THENCE S.00°57'57"E. FOR A DISTANCE OF 36.03 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 139.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°00'01", A CHORD BEARING OF S.68°19'03"W., A CHORD LENGTH OF 85.91 FEET AND AN ARC LENGTH OF 87.34 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 336.17 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°34'09", A CHORD BEARING OF S.23°01'58"W., A CHORD LENGTH OF 24.75 FEET AND AN ARC LENGTH OF 25.72 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 300.58 FEET TO THE POINT OF BEGINNING.

SKETCH AND DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA



LEGEND:
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 SEC. = SECTION
 TWP. = TOWNSHIP
 RANG. = RANGE
 P.B. = PLAT BOOK
 O.R. = OFFICIAL RECORDS BOOK
 PG. = PAGE
 R/W = ROADWAY EASEMENT
 AE = ACCESS EASEMENT
 COR. = CORNER



LINE TABLE

LINE	BEARING	DISTANCE
L17	S 56°19'03" W	67.00'
L18	S 68°08'20" W	42.08'
L19	S 50°19'03" W	96.73'
L20	S 89°24'36" W	35.51'
L21	N 00°35'24" W	40.36'
L22	N 89°24'36" E	33.51'
L23	N 58°05'09" E	23.41'
L24	S 00°57'57" E	36.03'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	57.00'	89.54'	80.61'	N 84°41'07" W	90°00'19"
C5	312.75'	28.65'	28.64'	S 47°44'58" W	5°25'57"
C6	332.61'	36.46'	36.44'	S 42°03'28" W	6°16'48"
C7	137.08'	11.63'	11.62'	S 52°44'50" W	4°51'35"
C8	138.74'	79.36'	78.28'	S 73°04'08" W	32°46'27"
C9	95.00'	64.82'	63.57'	N 69°51'49" E	19°05'33"
C10	100.00'	13.56'	13.55'	N 54°12'08" E	7°46'06"
C11	100.00'	13.58'	13.58'	N 54°12'08" E	7°48'08"
C12	175.00'	11.66'	109.78'	N 68°35'49" E	36°33'33"
C13	139.00'	87.34'	85.91'	S 68°19'03" W	36°00'01"
C14	27.00'	25.72'	24.75'	S 23°01'58" W	54°34'09"

P.O.C.
 SE COR. OF NW 1/4
 OF NW 1/4 OF SEC. 18,
 TWP. 43S, RANG. 29E ALSO
 THE SW COR. PARKWOOD
 ESTATES, P.B. 3, PG. 23
 EAST LINE OF
 SW 1/4 OF NW 1/4
 OF SEC. 18, TWP. 43S,
 RANG. 29E

570.37'
 5 50°19'03" W
 (AKA W HICKPOCHEE AVE)
 A VARIABLE WIDTH R/W

NOTES:
 1. BEARINGS ARE BASED ON THE
 NORTH RIGHT OF WAY LINE OF
 STATE ROAD No. 80 AS BEING
 S.50°19'03"W.
 2. DISTANCES ARE IN FEET AND
 DECIMALS THEREOF.
 3. PARCEL IS SUBJECT TO
 EASEMENTS, RESERVATIONS OR
 RESTRICTIONS AND RIGHT-OF-WAYS
 (RECORDED AND UNRECORDED,
 WRITTEN AND UNWRITTEN).
 4. THE STATE PLANE COORDINATES
 SHOWN HEREON ARE IN FEET,
 FLORIDA EAST ZONE, NORTH
 AMERICAN DATUM OF 1983 (2011
 ADJUSTMENT) BASED UPON
 CONTINUOUSLY OPERATING FLORIDA
 PERMANENT REFERENCE NETWORK
 (FPRN) STATIONS MAINTAINED BY
 THE FLORIDA DEPARTMENT OF
 TRANSPORTATION.
 5. RECORDING INFORMATION SHOWN
 HEREON REFERS TO THE PUBLIC
 RECORDS OF HENDRY COUNTY,
 FLORIDA.

SKETCH OF DESCRIPTION

METRON
 SURVEYING & MAPPING, LLC
 LAND SURVEYORS-PLANNERS
 118N 7071

10870 S. GLENLAND AVE.
 SUITE #808
 FORT MYERS, FLORIDA 33907
 PHONE (239) 279-8875
 FAX (239) 279-8877
 www.metronllc.com

FIELD BOOK/PAGE 744/51-52
PROJECT NO. 15437
DATE 4/17/24
DRAWN BY BUD
SCALE 1" = 195'
CHECKED BY DUD
TITLE NO. (S-T-W) 18-43-28
SHEET 2 OF 2

This Instrument was Prepared By
and should be Returned To:
John R. Ibach, Esq.
Burr & Forman, LLP
50 N. Laura Street, Suite 3000
Jacksonville, Florida 32202

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this “**Amendment**”) is made this 14th day of June, 2024 (the “**Effective Date**”), by and between **SR 80 LABELLE, LLC**, a Florida limited liability company (“**SR 80**”), **RACETRAC, INC.**, a Georgia corporation (“**RaceTrac**”) and **AGREE STORES, LLC**, a Delaware limited liability company (“**Agree**”).

RECITALS:

A. P & P, LLC, a Florida limited liability company (“**P&P**”) and HSC Labelle, LLC, an Alabama limited liability company (“**HSC**”) previously executed that certain Easement Agreement recorded in Official Records Book 871, Page 827, of the Public Records of Hendry County, Florida (the “**Easement Agreement**”), with respect to certain real property as more particularly set forth in the Easement Agreement.

B. SR 80 is the owner of a portion of the P & P Property, as defined in the Easement Agreement, which portion is more particularly described on Exhibit “A-1” attached hereto and by reference made a part hereof (the “**SR 80 Property**”).

B. RaceTrac is the owner of a portion of the P & P Property, as defined in the Easement Agreement, which portion is more particularly described on Exhibit “A-2” attached hereto and by reference made a part hereof (the “**RaceTrac Property**”).

C. Agree is the owner of the Benefitted Property, as defined in the Easement Agreement and described on Exhibit “A-3” attached hereto and by reference made a part hereof.

C. Pursuant to the Easement Agreement, an access easement was granted over a portion of the SR 80 Property and a portion of the RaceTrac Property in favor of the owner of the Benefitted Property.

D. SR 80 (or its successors and assigns) is developing the SR 80 Property, RaceTrac (or its successors and assigns) is developing the RaceTrac Property, and in connection with such development, SR 80, RaceTrac and Agree have agreed to amend the location of the access easement under the Easement Agreement, as more particularly set forth below.

{08322942 / 1}

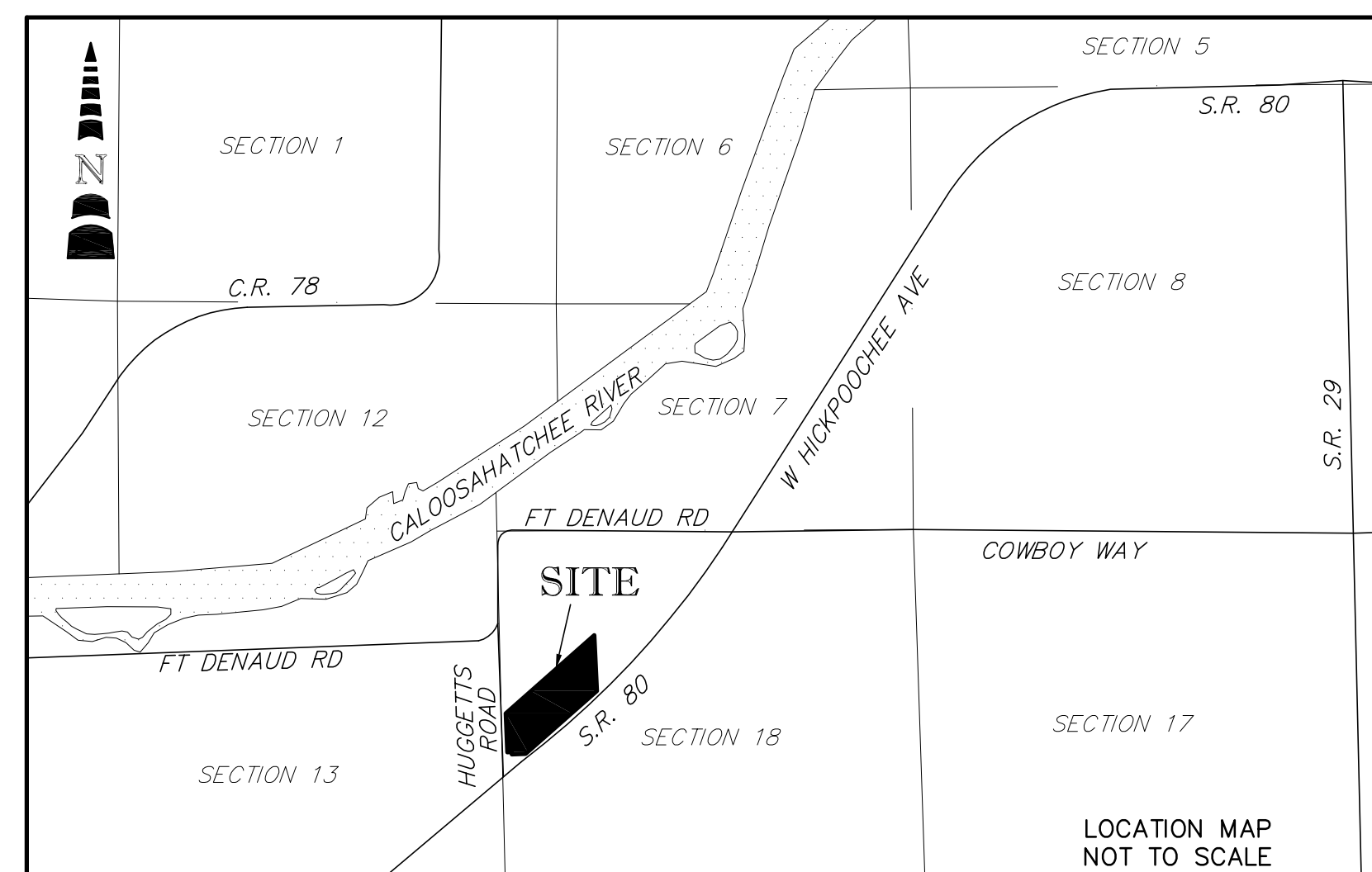
RACETRAC/HUGGETTS

A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, CITY OF LABELLE, HENDRY COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST ALSO BEING THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 675, PAGE 1232 (PARENT TRACT), LESS AND EXCEPT OFFICIAL RECORDS BOOK 980, PAGE 606 AND OFFICIAL RECORDS BOOK 1006, PAGE 364, ALL OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF OFFICIAL RECORDS BOOK 980, PAGE 606 AND EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 980, PAGE 606 AND SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 359.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W., ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 874.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER; THENCE N.89°45'38"W., ALONG SAID SOUTH LINE, FOR A DISTANCE OF 127.19 FEET; THENCE N.00°35'24"W. FOR A DISTANCE OF 20.00 FEET; THENCE N.89°45'38"W. FOR A DISTANCE OF 40.00 FEET TO THE EAST RIGHT OF WAY OF HUGGETTS ROAD (35 FEET FROM CENTERLINE); THENCE N.00°35'24"W., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 358.12 FEET TO A POINT ON THE SOUTH LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1006, PAGE 364 OF SAID PUBLIC RECORDS OF HENDRY COUNTY; THENCE N.50°18'08"E., ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1086.23 FEET; THENCE S.00°57'57"E. FOR A DISTANCE OF 514.00 FEET TO THE POINT OF BEGINNING.



NOTICE: ALL STREETS OR ROADS DESIGNATED AS PRIVATE ROADWAYS ARE HEREBY SPECIFICALLY FOR THE USE OF THE PROPERTY OWNERS, AND IN NO CIRCUMSTANCE CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC, THE COUNTY OF HENDRY OR THE CITY OF LABELLE; IT IS SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE COUNTY OF HENDRY OR THE CITY OF LABELLE TO MAINTAIN OR IMPROVE SAID PRIVATE STREETS OR ROADS.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT SR80 LABELLE, LLC A FLORIDA LIMITED LIABILITY COMPANY AND RACETRAC, INC A GEORGIA CORPORATION, THE OWNERS OF THE HEREON DESCRIBED LANDS HAVE CAUSED THIS PLAT OF RACETRAC/HUGGETTS, A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY FLORIDA, TO BE MADE, AND DO HEREBY DEDICATE THE FOLLOWING:

1) DEDICATES TO THE RACETRAC/HUGGETTS PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT:

ALL ACCESS EASEMENTS (A.E.'S) AND DRAINAGE EASEMENTS (D.E.'S), WITH RESPONSIBILITY FOR MAINTENANCE.

2) DEDICATES TO HENDRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ITS SUCCESSORS AND ASSIGNS:

A NON-EXCLUSIVE EASEMENT OVER AND ACROSS ALL ACCESS EASEMENTS (A.E.'S) FOR THE PURPOSES OF PERMITTING EMERGENCY AND OTHER SERVICE VEHICLES TO ACCESS PROPERTIES DEPICTED ON THIS PLAT, WITHOUT RESPONSIBILITY FOR MAINTENANCE.

IN WITNESS WHEREOF, THE OWNER HAVE CAUSED THIS PLAT TO BE MADE AND EXECUTED THIS _____ DAY OF _____, 2024.

SR80 LABELLE, LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS 1

PRINT NAME

BY:

WITNESS 2

PRINT NAME:

PRINT NAME

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____ 2024, BY _____ AS _____ OF SR80 LABELLE, LLC, ON BEHALF OF THE COMPANY, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC

PRINT NAME: _____

MY COMMISSION EXPIRES:

SEAL

IN WITNESS WHEREOF, THE OWNER HAVE CAUSED THIS PLAT TO BE MADE AND EXECUTED THIS _____ DAY OF _____, 2024.

RACETRAC, INC
A GEORGIA CORPORATION

WITNESS 1

PRINT NAME

BY:

WITNESS 2

PRINT NAME:

PRINT NAME

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____ 2024, BY _____ AS _____ OF RACETRAC, INC, ON BEHALF OF THE COMPANY, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC

PRINT NAME: _____

MY COMMISSION EXPIRES:

SEAL

SURVEYORS NOTES:

- ALL DIMENSIONS ARE IN US SURVEY FEET AND DECIMALS THEREOF.
- UNLESS OTHERWISE NOTED, ALL PERMANENT REFERENCE MONUMENTS (P.R.M.) ARE SET 5/8" IRON RODS WITH CAP STAMPED "PRM LB 7071".
- RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY LINE LINE OF STATE ROAD No. 80 AS BEING S.50°19'03"W.
- UNLESS NOTED, ALL LOT LINES ARE RADIAL.

CITY OF LABELLE PLAT APPROVAL:

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, THIS _____ DAY OF _____, 2024.

HONORABLE JULIE C. WILKINS, MAYOR

HONORABLE JACKIE RATICA,
TAX COLLECTOR COMMISSIONER

HONORABLE DANIEL AKIN,
TAX ASSESSOR COMMISSIONER

HONORABLE HUGO VARGAS,
CLERK COMMISSIONER

HONORABLE BOBBIE SPRATT,
TREASURER COMMISSIONER

DEREK ROONEY,
CITY ATTORNEY

THIS INSTRUMENT PREPARED BY:

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS-PLANNERS
LB# 7071

10970 S. CLEVELAND AVENUE
SUITE 605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457

CLERK'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS AND STATUTES OF HENDRY COUNTY, FLORIDA PERTAINING TO MAPS AND PLATS AND THIS PLAT WAS FILED FOR RECORD AT _____ M. THIS _____ DAY OF _____, 2024, AND DULY RECORDED AS PLAT BOOK _____, PAGE _____ IN THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

KIMBERLY BARRINEAU
CLERK OF THE CIRCUIT COURT IN
AND FOR HENDRY COUNTY, FLORIDA

APPROVAL:

HAVING REVIEWED THIS SUBDIVISION PLAT WITH THE LOCAL PLANNING AGENCY AT A MEETING THIS _____ DAY OF _____, 2024. I FIND IT IS CONSISTANT WITH COMPREHENSIVE PLAN OF THE CITY OF LABELLE, FLORIDA

JULIE C. WILKINS
CHAIRMAN, LOCAL PLANNING AGENCY

REVIEW BY THE DESIGNATED CITY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART I.

DESIGNATED PROFESSIONAL SURVEYOR & MAPPER
CITY OF LABELLE, FLORIDA

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES. I FURTHER CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT PERMANENT REFERENCE MONUMENT (PRMS) HAVE BEEN PLACED AS REQUIRED BY THE SUBDIVISION REGULATIONS AND THE STATUTES OF THE CITY OF LABELLE AND THE STATUTES OF THE STATE OF FLORIDA THEREUNTO APPERTAINING."

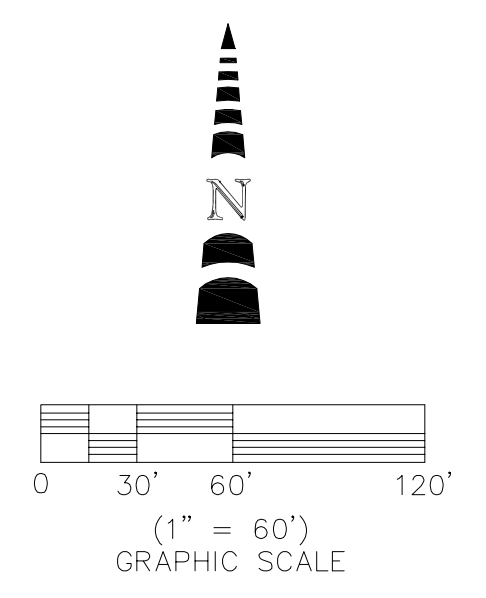
Digitally signed
by Denis J.
O'Connell Jr.
Date: _____

METRON SURVEYING & MAPPING, LLC, LB 7071
10970 S. CLEVELAND AVENUE, SUITE 605
FORT MYERS, FLORIDA 33907

2024.09.17
08:44:22 -04'00'

RACETRAC/HUGGETTS

A PORTION OF
SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST,
CITY OF LABELLE, HENDRY COUNTY, FLORIDA



THIS INSTRUMENT PREPARED BY:
METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS-PLANNERS
LB# 7071
10970 S. CLEVELAND AVENUE
SUITE 605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457

P.O.C.
SE COR OF NW 1/4
OF NW 1/4 OF SEC 18,
TWP 43S, RNG 29E ALSO
THE SW COR PARKWOOD
ESTATES P.B. 3, PG 23

EAST LINE OF
SW 1/4 OF
NW 1/4 OF SEC 18,
TWP 43S,
RNG 29E
AND EAST LINE
OF O.R. 980,
PG 606

SOUTH LINE OF
O.R. 980, PG 606
S 50°19'03" W
R/W 359.27'

P.O.B.
FCM 4x4
#7345

SURVEYORS NOTES:

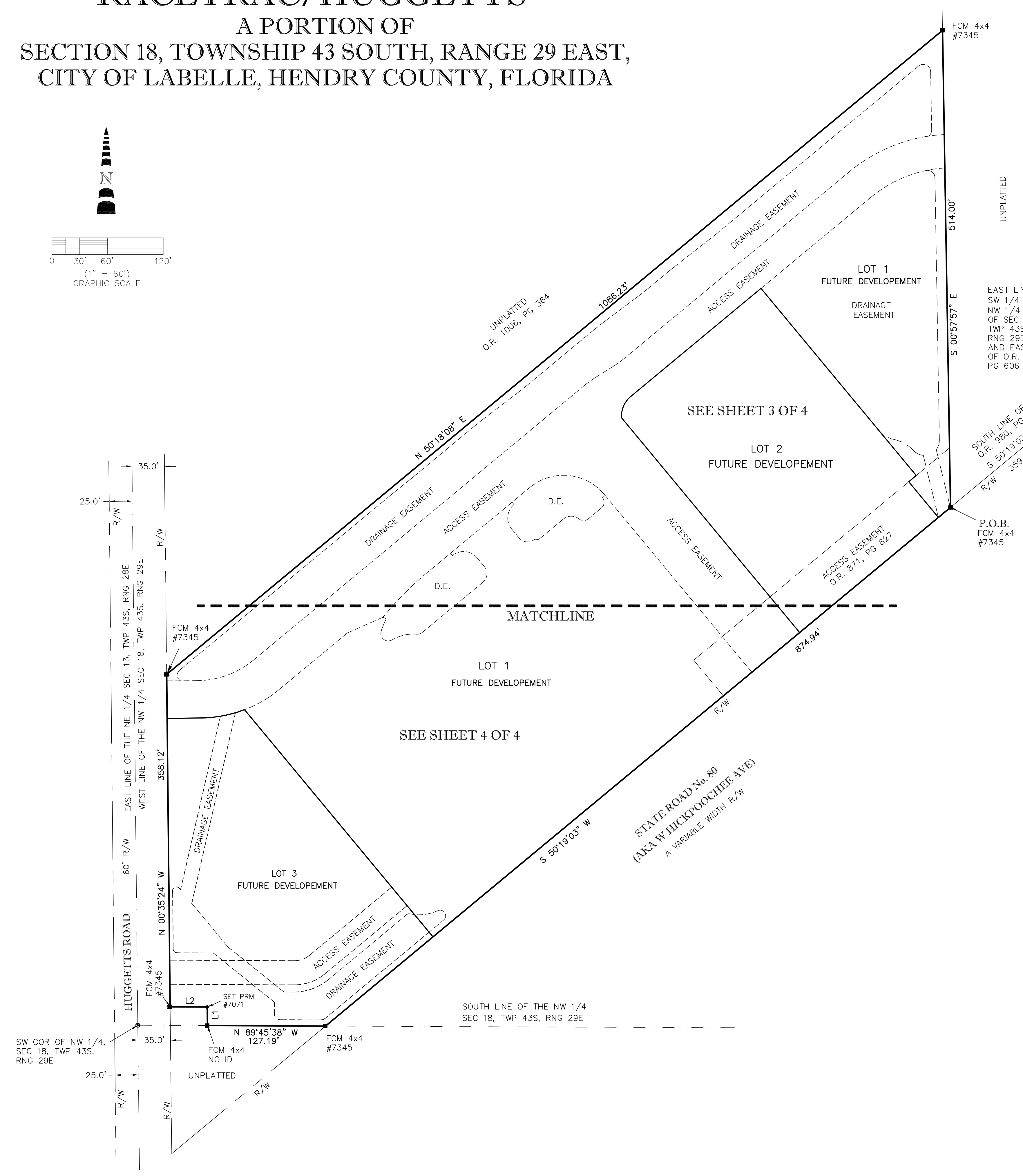
1. ALL DIMENSIONS ARE IN US SURVEY FEET AND DECIMALS THEREOF.
2. UNLESS OTHERWISE NOTED, ALL PERMANENT REFERENCE MONUMENTS (P.R.M.) ARE SET 5/8" IRON RODS WITH CAP STAMPED "PRM LB 7071".
3. RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
4. BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY LINE LINE OF STATE ROAD No. 80 AS BEING S.50°19'03"W.
5. UNLESS NOTED, ALL LOT LINES ARE RADIAL.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°35'24" W	20.00'
L2	N 89°45'38" W	40.00'

LEGEND

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- SEC = SECTION
- TWP = TOWNSHIP
- RNG = RANGE
- FCM = FOUND CONCRETE MONUMENT
- PRM = PERMANENT REFERENCE MONUMENT
- P.B. = PLAT BOOK
- O.R. = OFFICIAL RECORDS BOOK
- PG = PAGE
- A.E. = ACCESS EASEMENT
- D.E. = DRAINAGE EASEMENT
- R/W = RIGHT-OF-WAY
- S.F. = SQUARE FEET
- O.A. = OVER-ALL
- ID = IDENTIFICATION
- COR = CORNER
- = PRM SET
- = FOUND CONCRETE MONUMENT



RACETRAC/HUGGETTS

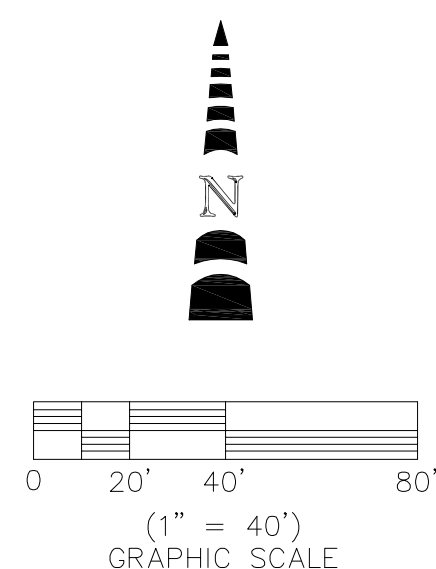
A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, CITY OF LABELLE, HENDRY COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

METRON
SURVEYING & MAPPING, L.L.C.

LAND SURVEYORS-PLANNERS
LB# 7071

10970 S. CLEVELAND AVENUE
SUITE 605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457



SURVEYORS NOTES:

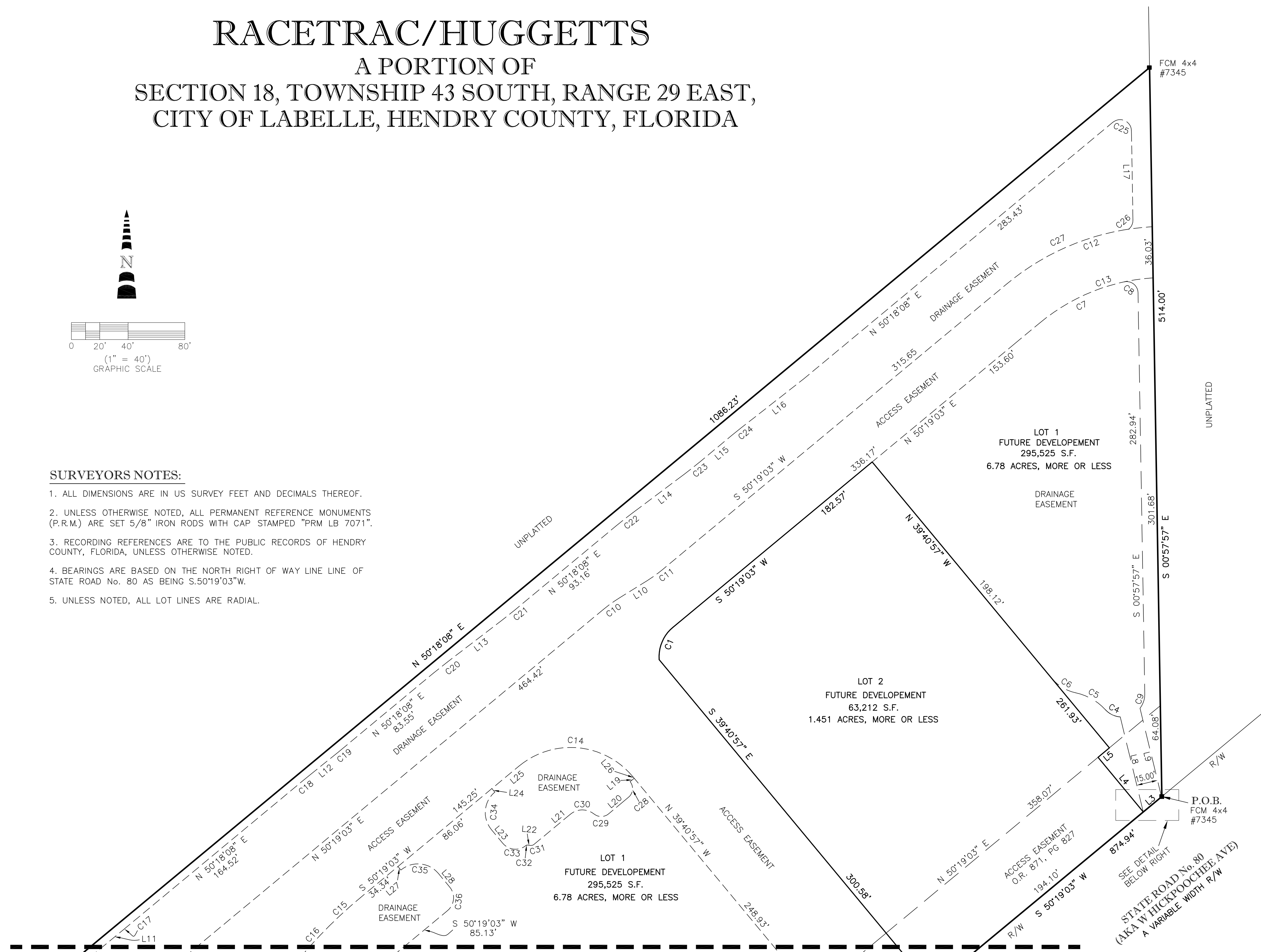
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3. RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
4. BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY LINE LINE OF STATE ROAD No. 80 AS BEING S.50°19'03"W.
5. UNLESS NOTED, ALL LOT LINES ARE RADIAL.

LEGEND

- P.O.C. = POINT OF COMMENCEMENT
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- S.F. = SQUARE FEET
- O.A. = OVER-ALL
- ID = IDENTIFICATION
- COR = CORNER
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LINE TABLE

LINE	BEARING	DISTANCE
L3	S 50°19'03" W	17.00'
L4	N 39°40'10" W	50.00'
L5	N 50°19'03" E	10.45'
L6	N 13°38'30" W	68.88'
L9	S 13°38'30" E	64.22'
L10	N 58°05'09" E	23.41'
L11	N 50°38'46" E	28.20'
L12	N 51°06'16" E	25.80'
L13	N 52°35'43" E	47.98'
L14	N 53°10'09" E	44.96'
L15	N 50°18'08" E	28.53'
L16	N 51°57'51" E	55.63'
L17	S 00°57'57" E	62.93'
L19	S 50°19'03" W	3.68'
L20	S 50°19'03" W	18.32'
L21	S 50°19'03" W	33.34'
L22	N 84°40'57" W	2.59'
L23	N 39°40'57" W	12.52'
L24	N 39°40'57" W	3.24'
L25	N 50°19'03" E	24.85'
L26	S 39°40'57" E	1.48'
L27	S 39°40'57" E	3.25'
L28	S 39°40'57" E	12.51'



MATCHLINE SEE SHEET 4

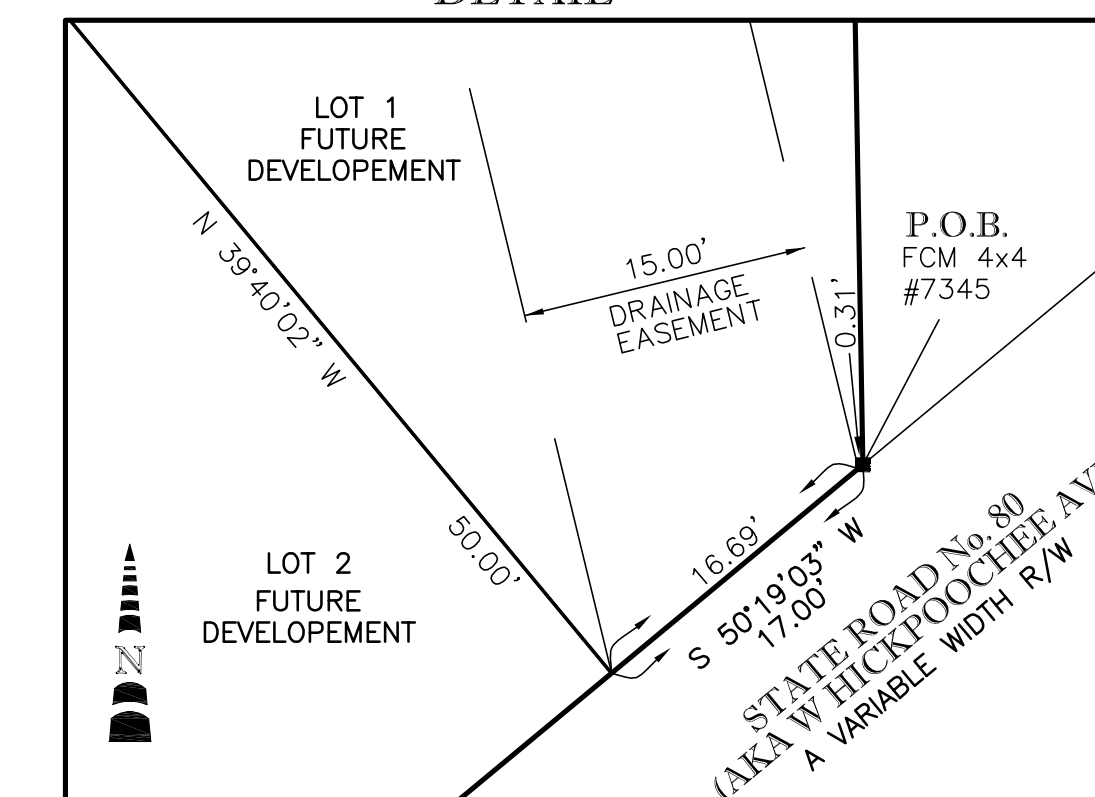
CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	27.00'	25.72'	24.75'	S 23°01'58" W	54°34'09"
C4	16.00'	11.92'	11.64'	N 63°57'44" W	42°40'23"
C5	39.60'	24.41'	24.02'	N 60°17'00" W	35°18'56"
C6	30.40'	20.30'	19.93'	N 58°48'43" W	38°15'31"
C7	139.00'	66.82'	66.18'	N 64°05'18" E	27°32'31"
C8	8.00'	14.13'	12.36'	S 51°33'11" E	101°10'29"
C9	16.00'	10.84'	10.63'	S 18°26'09" W	38°48'13"
C10	100.00'	13.56'	13.55'	N 54°12'06" E	7°46'06"
C11	100.00'	13.56'	13.55'	N 54°12'06" E	7°46'06"
C12	175.00'	111.66'	109.78'	N 68°35'49" E	36°33'33"
C13	139.00'	87.34'	85.91'	S 68°19'03" W	36°00'01"
C14	57.00'	89.54'	80.61'	N 84°41'07" W	90°00'19"
C15	312.75'	29.65'	29.64'	S 47°44'59" W	5°25'57"
C16	332.61'	36.46'	36.44'	S 42°03'26" W	6°16'48"
C17	299.00'	1.79'	1.79'	N 50°28'27" E	0°20'38"
C18	301.00'	4.21'	4.21'	N 50°42'12" E	0°48'08"
C19	299.00'	4.19'	4.19'	N 50°42'12" E	0°48'08"

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C20	301.00'	12.05'	12.05'	N 51°26'55" E	2°17'35"
C21	299.00'	11.97'	11.97'	N 51°26'55" E	2°17'35"
C22	301.00'	15.06'	15.06'	N 51°44'08" E	2°52'01"
C23	299.00'	14.96'	14.96'	N 51°44'08" E	2°52'01"
C24	301.00'	8.73'	8.73'	N 51°08'00" E	1°39'43"
C25	8.00'	17.97'	14.43'	S 65°19'54" E	128°43'55"
C26	8.00'	7.37'	7.11'	S 25°25'32" W	52°46'58"
C27	175.00'	94.94'	93.78'	S 65°51'31" W	31°04'56"
C28	8.00'	12.35'	11.16'	S 06°06'22" W	88°25'21"
C29	8.00'	10.96'	10.12'	S 89°32'56" W	78°27'47"
C30	13.25'	18.15'	16.76'	S 89°32'56" W	78°27'47"
C31	3.00'	2.36'	2.30'	S 72°49'03" W	45°00'00"
C32	1.00'	0.79'	0.77'	S 72°49'03" W	45°00'00"
C33	11.75'	18.46'	16.62'	N 84°40'57" W	90°00'00"
C34	18.75'	29.42'	26.49'	N 05°16'07" E	89°54'09"
C35	18.75'	29.55'	26.58'	S 84°49'27" E	90°17'00"
C36	11.75'	18.46'	16.62'	S 05°19'03" W	90°00'00"

DETAIL 1" = 10'



RACETRAC/HUGGETTS

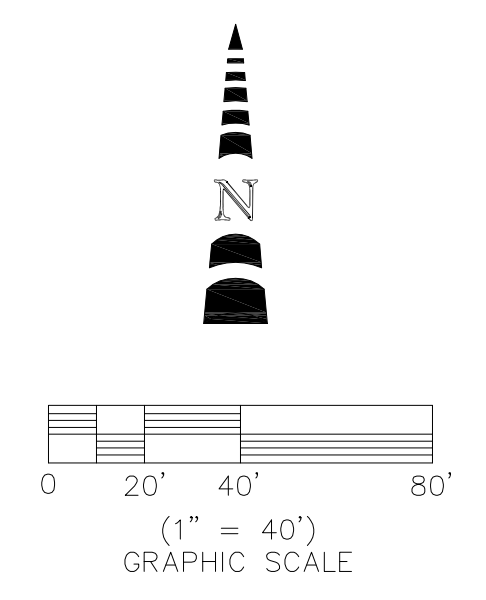
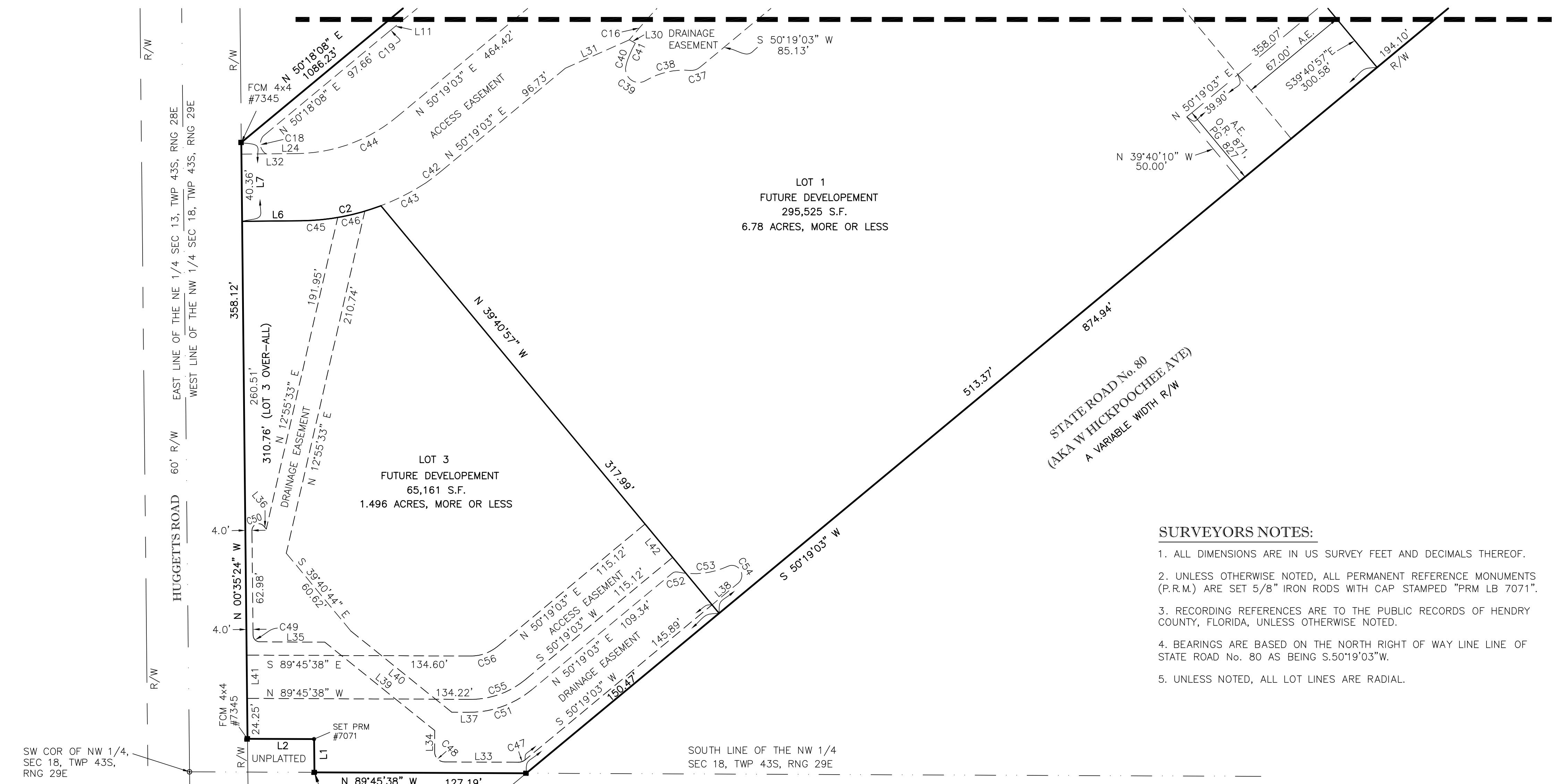
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THIS INSTRUMENT PREPARED BY:

METRON
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LAND SURVEYORS-PLANNERS
LB# 7071
10970 S. CLEVELAND AVENUE
SUITE 605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
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MATCHLINE SEE SHEET 3



LEGEND

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LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°35'24" W	20.00'
L2	N 89°45'38" W	40.00'
L6	S 89°24'36" W	35.51'
L7	N 00°35'24" W	47.36'
L11	N 50°38'46" E	28.20'
L24	S 89°24'36" W	18.69'
L30	N 60°35'46" W	4.00'
L31	S 66°09'20" W	42.08'
L32	N 89°24'36" E	33.51'
L33	N 89°45'38" W	44.47'
L34	N 00°14'22" E	12.81'
L35	N 89°45'38" W	39.12'
L36	S 39°40'44" E	2.31'
L37	S 89°45'38" E	10.18'
L38	S 50°19'03" W	20.46'
L39	N 51°10'18" W	84.72'
L40	S 51°10'18" E	77.89'
L41	N 00°35'24" W	26.00'
L42	S 39°40'57" E	26.00'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	138.74'	48.94'	48.68'	S 79°21'03" W	20°12'34"
C16	332.61'	36.46'	36.44'	S 42°03'26" W	6°16'48"
C18	7.00'	13.43'	11.46'	N 04°38'33" W	109°53'22"
C19	301.00'	1.81'	1.81'	N 50°28'27" E	0°20'38"
C37	8.00'	6.22'	6.06'	S 72°34'38" W	44°31'11"
C38	45.00'	27.87'	27.43'	S 77°05'45" W	35°28'59"
C39	8.00'	18.45'	14.62'	N 54°34'26" W	132°08'37"
C40	30.00'	7.01'	6.99'	N 18°11'15" E	13°22'46"
C41	56.37'	8.17'	8.16'	N 25°15'15" E	8°17'57"
C42	137.08'	11.63'	11.62'	S 52°44'50" W	4°51'35"
C43	138.74'	30.42'	30.36'	S 62°57'49" W	12°33'27"
C44	95.00'	64.82'	63.57'	N 69°51'49" E	39°05'33"
C45	138.74'	22.01'	21.98'	S 84°54'40" W	9°05'19"
C46	138.74'	16.70'	16.69'	N 76°55'06" E	6°53'48"
C47	6.00'	4.18'	4.10'	S 70°16'42" W	39°55'19"
C48	6.00'	9.42'	8.49'	N 44°45'38" W	89°59'59"
C49	4.00'	6.23'	5.62'	N 45°10'31" W	89°10'14"
C50	4.00'	9.84'	7.54'	N 69°51'56" E	140°54'40"
C51	59.00'	41.11'	40.28'	N 70°16'42" E	39°55'19"
C52	4.00'	3.58'	3.47'	N 75°59'31" E	51°20'57"
C53	48.50'	30.79'	30.28'	N 83°28'40" E	36°22'40"
C54	6.00'	17.28'	11.90'	S 32°11'49" E	165°01'43"
C55	51.00'	35.54'	34.82'	S 70°16'42" W	39°55'19"
C56	25.00'	17.42'	17.07'	N 70°16'42" E	39°55'19"

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

Section 6, Item E.

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **LaBelle Helms Road SR 80 Looped Lines and Water Main Upgrades** Agreement Number: **L0059**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of LaBelle** Entity Type: **Local**
Grantee Address: **481 West Hickpochee Avenue, LaBelle, Florida 33935** FEID: **59-6000349**
(Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **November 30, 2028**

4. Project Number: _____ Project Location(s): **Lat/Long: (26.7563, -81.4477)**
(If different from Agreement Number)

Project Description: **The Grantee will complete preconstruction activities, construct, and install upgraded water mains and associated infrastructure for drinking water and fire suppression.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
5000000	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1732A, FY 24-25, GR	\$ 5000000
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 5000000

<p>6. Department's Grant Manager Name: Ashton Lewis _____ or successor</p> <p>Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 _____ Phone: 850-245-2839 Email: Ashton.A.Lewis@FloridaDEP.gov</p>	<p>Grantee's Grant Manager Name: Julie C. Wilkins _____ or successor</p> <p>Address: City of LaBelle 481 West Hickpochee Avenue LaBelle, FL 33935 _____ Phone: 863-675-2872 Email: juliewilkins@citylabelle.com</p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: Grant Award Terms (Federal) *Copy available at <https://facts.fldfs.com>, in accordance with section 215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of LaBelle **GRANTEE**

Grantee Name

By _____
(Authorized Signature) Date Signed

Julie C. Wilkins, Mayor, City of LaBelle

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Ashton Lewis, DEP Grant Manager

David Taylor, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1

2 of 14

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

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arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

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Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

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is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0059

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is LaBelle Helms Road SR 80 Looped Lines and Water Main Upgrade. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation and Employer’s Liability Coverage.
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department’s Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor’s Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee’s project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

**ATTACHMENT 3
GRANT WORK PLAN**

PROJECT TITLE: LaBelle Helms Road SR 80 Looped Lines and Water Main Upgrades

PROJECT LOCATION: The Project will be located in the City of LaBelle within Hendry County; Lat/Long (26.7563, -81.4477).

PROJECT BACKGROUND: The City of LaBelle’s (Grantee) water distribution system has existing dead-ends around East Cowboy Way and Ben Moore Drive. These dead-ends cause water age concerns and limit operational reliability in the event of a main break. Additionally, this area lacks the required fire flow availability in the Fort Denaud area that create pressure issues. Upgrading the water mains in this area will reduce water age concerns by creating multiple complete pipe loops. Improving the infrastructure and replacing faulty gate valves will also allow the Grantee to mitigate losses during service shut downs and improve fire suppression.

PROJECT DESCRIPTION: The Grantee will complete preconstruction activities, construct, and install upgraded water mains and associated infrastructure for drinking water and fire suppression.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of upgraded water mains and associated infrastructure and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department’s Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department’s Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee’s procurement process, to select one

or more qualified and licensed contractors to complete construction of the upgraded water mains along with the associated infrastructure.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will provide project management services related to the LaBelle Helms Road SR 80 Looped Lines and Water Main Upgrades, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the LaBelle Helms Road SR 80 Looped Lines and Water Main Upgrades in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$1,833,000	07/01/2024	05/31/2028
2	Bidding and Contractor Selection	Contractual Services	\$150,000	07/01/2024	05/31/2028
3	Project Management	Contractual Services	\$630,000	07/01/2024	05/31/2028
4	Construction	Contractual Services	\$2,387,000	07/01/2024	05/31/2028
Total:			\$5,000,000		

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1732A	\$5,000,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$5,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



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

To: Honorable Mayor and City Commission

Prepared By: Zane Mungillo

Date of Meeting: 02/13/2025

Date Submitted: 02/03/2025

Title of Agenda Item: Dockwa

Agenda Location: consent agenda

Report in brief: Renew Dockwa contract

- **Staff Comments:**
- increased your revenue by +84.60% YoY.
- +82% increase in total Dockwa network reservations YoY.
- +50% increase in leads in 2024 compared to 2023.

For the past two years, LaBelle City Dock has been on a legacy Marketing package priced at \$2,000 per year with a 3.5% processing fee. Starting with your upcoming renewal on March 6, 2025, you'll transition to our Transient and Storage Module at a discounted rate of \$3,500 per year. This package includes a flat 3.5% processing fee for all major card types, plus a \$0.15 transaction fee, and requires a two-year contract. The standard list price for this package is \$4,182.

Fiscal Impact: \$3,500 (+1,500 from last year)

Recommended Actions: Approve the price increase



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

To: Honorable Mayor and City Commission
Prepared By: MITCHELL WILLS
Date of Meeting: 2/13/2025
Date Submitted: 2/3/2025
Title of Agenda Item: SPECIAL EVENT-NIGHT ON THE TOWN-GREATER LABELLE CHAMBER OF COMMERCE
Agenda Location: CONSENT

Report in brief: REQUEST TO CLOSE CITY STREETS ALONG WHARF/DESOTO AVE

FEB. 18TH 2025 5-8:30 P.M.

Staff Comments: APPROVED BY MITCHELL WILLS

Fiscal Impact: 0

Recommended Actions: APPROVED BY MITCHELL WILLS

App# 1434
INV# N/A
CUST# GREAT 021

Section 6, Item G.



TEMPORARY USE & SPECIAL EVENT APPLICATION (A)
CITY OF LABELLE, FLORIDA

APPLICATION NUMBER: TU20 - (Assigned by City)
DATE RECEIVED: 1/31/2025

1. SPECIFIC LOCATION OF SUBJECT PROPERTY AFFECTED BY THIS APPLICATION:

Tax Parcel I. D. #: 22943 | 010100003 | 001.0
Site Address: City of LaBelle Wharf / Desoto Avenue
City: LaBelle State: FL Zip Code: 33935

2. APPLICANT: Greater LaBelle Chamber of Commerce ✓
(Person or entity conducting the use or event)

Mailing Address: P.O. Box 456 ✓
City: LaBelle State: FL Zip Code: 33975
Work Phone Number: 863.675.0125 Home Phone Number: N/A
Fax number: N/A Email: lchamberofcomm@embargmail.com

3. PROPERTY OWNER: City of LaBelle

Mailing Address: PO Box 458
City: LaBelle State: FL Zip Code: 33975
Work Phone Number: 863.675.2872 Home Phone Number: N/A
Email:

NOTE: The application must include all pertinent information (Name, address, phone numbers, etc.) for all owners of land affected by this application. If the space provided above is not sufficient to list all of the owners then, the additional information must be provided on a separate sheet(s). If property is owned by the City of LaBelle, please list that as owner.

4. APPLICANT'S REQUEST (Proposed Temporary Use/Event Information.): Annual LaBelle Chamber 'Night on the Town' event, (Kick-off to Swamp Cabbage) at the City Wharf.
Will any roads need to be closed down for the event? Name roads if so. Yes, Desoto Ave. From 4:00-9:00pm

Will there be alcohol served at the event? By whom? NO

Please note, use of alcohol will need to be approved by the City Commission

How many people are expected to attend the event? _____

Event Date: February 18, 2025 Requested Event Hours: 5:00-8:30pm

5. THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE APPLICATION AND MUST BE ATTACHED: (please provide all needed information when submitting)

B ✓ C N/A B C Affidavit of Ownership and Agent Authorization: The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

D ✓ Area Location Map: The location of the subject property indicated on a Map or an aerial photograph. This map shall reference known major streets and geographic features with sufficient clarity as to be recognizable by the general public.

E ✓ Legible Site Plan: Drawing demonstrating right-of-way to be vacated on 8-1/2" x 11" paper with legible text showing all data pertinent to the proposed vacation, including at least the following:
-Date of drawing
- Scale
-North arrow
-Location of proposed uses
-Location of existing structures
-Location of access point(s) from adjacent roadways
-Location of Parking areas

F N/A Application Fee: Check made payable to "City of LaBelle" with fee per adopted Fee Schedule. Fee Schedule available at citylabelle.com>Community Development tab> Fee Schedules>Building Permit Fee Schedule. *Non-profits must provide 501(c)3 to have fee waived*

APPLICANT SIGNATURE (Signed by person applying for permit)

Teresa (Terri) Marsh
Applicant Name (Print)

Teresa L. Marsh
Applicant Signature

- G ✓ LETTERS OF NO OBJECTION - FIRE
- H ✓ LETTER OF NO OBJ - SHERIFF
- I ✓ LTR OF NO OBJ - EMS
- J ✓ 501c3 CERT.
- K ✓ CERT OF LIABILITY

This is stating that all information provided is true. To be signed by owner or authorized representative. Must be notarized.

AFFIDAVIT

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

Teresa L. Marsh Date: 01/10/25
Signature of owner or authorized agent

Teresa L. Marsh
Print or type name of person signing above

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

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

STATE OF FL
COUNTY OF Hendry

The foregoing instrument was sworn to (or affirmed) and subscribed before me on Jan. 10, 2025 (date) by (name of person providing oath or affirmation), who is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY PUBLIC STAMP/SEAL:

Dania Michelle Ward-Vetten
Signature of Notary Public Printed



DANIA M. WARD-VETTEN
Commission # HH 407603
Expires October 7, 2027

This is to be signed by the owner of the property, if applicable. This proves that the owner has designated the authorized agent as a representative of the property.

AGENT AUTHORIZATION

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

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

Signature of owner Date: _____

Print or type name of person signing above

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

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me on _____ (date) by (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC STAMP/SEAL:

Signature of Notary Public

Printed Name of Notary Public

01/09/25



Google Maps

1559 De Soto Ave

LaBelle, Florida

Google Street View

Dec 2021 See more dates



Image capture: Dec 2021 © 2025 Google



Section 6, Item G.

01/09/25



Google Maps

195 De Soto Ave

LaBelle, Florida

Google Street View

Dec 2021 See more dates



Image capture: Dec 2021 © 2025 Google



Section 6, Item G.

D

1/9/25, 2:01 PM

197 De Soto Ave - Google Maps

N ↙
01/09/25

Google Maps

197 De Soto Ave



Image capture: Nov 2022 © 2025 Google

LaBelle, Florida

Google Street View

Nov 2022 See more dates



Section 6, Item G.

D

01/09/25

197 De Soto Ave - Google Maps

N ←

1/9/25, 2:00 PM

Google Maps

197 De Soto Ave



Image capture: Nov 2022 © 2025 Google

LaBelle, Florida

Google Street View

Nov 2022 See more dates



Section 6, Item G. D



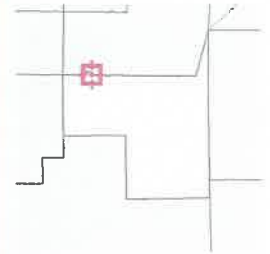
01/09/25

*Barricades
Entrances to Desoto Ave.*

Section 6, Item G.



Overview



Legend

- City Limits
- Banyan Village
- Christopher Lane
- Double J Acres
- Everhigh Acres
- Felda
- LaDeca Acres
- Midway Acres
- Montura Ranch Estates
- Pioneer Plantation
- Pt LaBelle Units 1-9
- Seven K Estates
- Wheeler Road
- Parcels

Parcel ID 2 29 43 01 010 0003-001.0
Sec/Twp/Rng 01-43-29
Property Address 100 PARK AVE
LABELLE

Prop ID 30438
Class 8200 - PARK/REC
Acreage 2.5057

Owner Address CITY OF LABELLE
PO BOX 458
LABELLE, FL 33975

District 2
Brief Tax Description LA BELLE BYRDS S/D OF GOODNOS S/D BLK 3 EXC ST RD RWY
(Note: Not to be used on legal documents)

Date created: 1/9/2025
Last Data Uploaded: 1/8/2025 9:25:44 PM

Developed by SCHNEIDER
GEOSPATIAL

*Proposed USED Area
Desoto Ave
from Main St. to Lee St.*

*Barricades at all entrances
to Desoto Avenue.
open to pedestrians only*



LaBelle Fire Department

Brent R Stevens

Fire Chief

280 South Main Street LaBelle, Florida 33935

Station 863-675-1537

bstevens@citylabelle.com

Jan 30, 2025

To: City of LaBelle

From: Brent R Stevens, Fire Chief

Re: Night on the Town

To Whom It May Concern,

This letter is to inform you that the LaBelle Fire Department does not have any objections to Night on the Town, Tuesday evening, February 18, 2025. The event runs from 5:30pm until 8:00pm. It is a NON-ALCOHOLIC event and there are usually less than 1000 people that attend. The event will be located on City Property, on DeSoto Avenue and the City Wharf with road closure.

The fire department understands that the event will have less than 1000 +/- people in attendance. If the organizers determine prior to the event that the number will increase to 1000 or more, a full emergency action plan will be required.

Furthermore, A specific hazard may be identified as an increased risk of fire at this event, or there is an increased risk of fire due to the cooking of food using propane, charcoal/wood, and oil.

1.
 - a. In certain high-risk cases, on-site Fire Department Personnel may be required. This judgment will be made by the Fire Chief.
 - b. If the event has on site cooking:
 - Event inspection (\$100 per inspection)
 - Total: \$100
2. All event and cooking staff will be instructed on the safe use of Portable Fire Extinguishers.
3. The use of open flame for grilling is permitted under the Fire Code when the following conditions are met:
 - a. Must have a valid fire extinguisher, 2A:10BC and a class K if cooking with oils or grease is present.
 - b. Each vendor is allowed 1 LP tank per cooking device and only one spare LP tank regardless of the number of cooking devices. All LP tanks are to be secured in an approved manner (tied, strapped, chained, etc.).



LaBelle Fire Department

Brent R Stevens

Fire Chief

280 South Main Street LaBelle, Florida 33935

Station 863-675-1537

bstevens@citylabelle.com

4. Should an incident occur that requires the Fire Department, 911 will be utilized to request this resource. The caller should have the following information available to the 911 operator:

- a. Name
- b. Phone Number
- c. Location of Emergency
- d. Type of Emergency
- e. How many patients involved in Emergency.
- f. Access Availability to the Emergency

All items are to be inspected by the Fire Chief or designee prior to the start of the event.

If you have any further questions, please feel free to contact me.

Chief Brent R. Stevens
LaBelle Fire Department
Office 863-675-1537
bstevens@citylabelle.com



Prepared for:
Greater LaBelle Chamber of Commerce

Address:
125 E. Hickpoochee Ave, LaBelle, FL 33935

**Prepared by Lieutenant Allen Hudson
Hendry County Sheriff's Office**

This document is intended to serve as confirmation of the fact that the Hendry County Sheriff's Office has no objections to the upcoming Night on the Town event.

I spoke with Mrs. Terri Marsh, who is the Executive Director of the Greater Labelle Chamber of Commerce. I advised Mrs. Marsh that Hendry County Sheriff's Office would have one City of Labelle Deputy present and VIP's will be present as well to assist with the road closures.

The event starts on 02-18-2025 at 05:30pm until ending on 02-18-2025 at 08:00pm. The Location of the event is on Desoto Avenue along the Wharf area.

You are welcome to call me at either number below if you have and questions and or concerns.

Thank you.

A handwritten signature in black ink, appearing to read 'A. Hudson'.

Lieutenant Allen Hudson
Road Patrol Commander
ahudson@hendrysheriff.org
Office: 863-674-5606
Cell: 863-673-1984



Hendry County Public Safety

PO Box 1760

LaBelle, Florida 33975-1760

Phone (863) 674-5412

Fax (863) 612-0723

AMY STAFFORD
OPERATIONS CHIEF
AMY.STAFFORD@HENDRYFLA.NET

SHEILA SHELTRA
EMS COORDINATOR
SHEILA.SHELTRA@HENDRYFLA.NET

DR. J. TENNYSON, M.D
MEDICAL DIRECTOR

January 15, 2025

To Whom it May Concern,

I have been contacted by the LaBelle Chamber of Commerce in reference to their Annual Night on the Town event being held on February 18, 2025. Hendry County EMS has no objection to the event and it will not disrupt normal operations. If you have any questions please feel free to contact me.

Sincerely,

Amy M. Stafford
Hendry County Public Safety
EMS/Fire Operations Chief

J



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

GREATER LA BELLE CHAMBER OF COMMERCE, INC. ✓

Filing Information

Document Number 706316
FEI/EIN Number 59-2439555
Date Filed 10/21/1963
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 09/03/2024
Event Effective Date NONE

Principal Address

125 E HICKPOCHEE AVE
LA BELLE, FL 33935

Changed: 09/29/2009

Mailing Address

P. O. BOX 456 ✓
LABELLE, FL 33975

Changed: 02/05/1998

Registered Agent Name & Address

VETTEN, DANIA
125 E. Hickpochee Ave.
LABELLE, FL 33935

Name Changed: 09/03/2024

Address Changed: 09/03/2024

Officer/Director Detail

Name & Address

Title Director



Section 6, Item G.

YOUMANS, LAMAR
100 NORTH MAIN STREET
LABELLE, FL 33935

Title VP

Germain, Matthew
125 E HICKPOCHEE AVE
LA BELLE, FL 33935

Title President

Vetten, Dania
125 E HICKPOCHEE AVE
LA BELLE, FL 33935

Title T

GALLEGOS, BARBARA
P.O. BOX 456
LABELLE, FL 33975

Title D

MARSH, TERRI
P.O. BOX 456
LABELLE, FL 33975

Annual Reports

Report Year	Filed Date
2022	01/24/2022
2023	01/11/2023
2024	04/04/2024

Document Images

09/03/2024 -- Amendment	View image in PDF format
04/04/2024 -- ANNUAL REPORT	View image in PDF format
01/11/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/08/2021 -- ANNUAL REPORT	View image in PDF format
01/10/2020 -- ANNUAL REPORT	View image in PDF format
01/31/2019 -- ANNUAL REPORT	View image in PDF format
01/17/2018 -- ANNUAL REPORT	View image in PDF format
01/05/2017 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format

CHARITYS RIDE

App # Section 6, Item H.
INV # N/A
CUST # LABEL 170



TEMPORARY USE & SPECIAL EVENT APPLICATION A

CITY OF LABELLE, FLORIDA

APPLICATION NUMBER: TU20 - (Assigned by City)

DATE RECEIVED: 1/31/25

22943/08A000012/1500

1. SPECIFIC LOCATION OF SUBJECT PROPERTY AFFECTED BY THIS APPLICATION:

Tax Parcel I. D. #: ~~XXXXXXXXXXXX~~ 2084329-A 0000121500

Site Address: 230 JAYCEE LIONS DR.

City: LABELLE State: FL Zip Code: 33935

2. APPLICANT: Paul Woodrum
(Person or entity conducting the use or event)

Mailing Address: PO Box 98

City: LaBelle State: FL Zip Code: 33975

Work Phone Number: 231 720 5159 Home Phone Number: _____

Fax number: _____ Email: woodrum.paul@yahoo.com

3. PROPERTY OWNER: LABELLE MOOSE LODGE 2398

Mailing Address: 230 JAYCEE LIONS DR.

City: LABELLE State: FL Zip Code: 33935

Work Phone Number: 863-230-6154 Home Phone Number: _____

Email: lodge2398@mooseunits.org

NOTE: The application must include all pertinent information (Name, address, phone numbers, etc.) for all owners of land affected by this application. If the space provided above is not sufficient to list all of the

LEONARD BARNARD
309-338-6444
barmacfarm@att.net

(J) LIABILITY INS.

(K) 501c3

owners then, the additional information must be provided on a separate sheet(s). If property is owned by the City of LaBelle, please list that as owner.

4. **APPLICANT'S REQUEST (Proposed Temporary Use/Event Information.):** CHARITY'S RIDE
SAVING THE TATA'S POKER RUN - CONCLUDING AT THE MOOSE LODGE 2/23/2025
 Will any roads need to be closed down for the event? YES - PART OF JAYCEE LIONS DR,
FOR ADDITIONAL BIKE PARKING
 Will there be alcohol served at the event? By whom? YES MOOSE LODGE INSIDE
 Please note, use of alcohol will need to be approved by the City Commission
 How many people are expected to attend the event? 200
 Event Date: 2/23/2025 Requested Event Hours: 2pm - 7pm

5. THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE APPLICATION AND MUST BE ATTACHED: (please provide all needed information when submitting)

(A) Completed Temporary Use Application Form (must include the following)

(B) (C) Affidavit of Ownership and Agent Authorization: The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

(D) Area Location Map: The location of the subject property indicated on a Map or an aerial photograph. This map shall reference known major streets and geographic features with sufficient clarity as to be recognizable by the general public.

(E) Legible Site Plan: Drawing demonstrating right-of-way to be vacated on 8-1/2" x 11" paper with legible text showing all data pertinent to the proposed vacation, including at least the following:

- Date of drawing
- Scale
- North arrow
- Location of proposed uses
- Location of existing structures
- Location of access point(s) from adjacent roadways
- Location of Parking areas

(F) Letters of No Objection: Letters from the following agencies:
 (G) HCSO-Lt. Allen Hudson-ahudson@hendrysheriff.org/863-674-5606
 (H) Hendry County EMS-Amy Stafford-amy.stafford@hendryfla.net/863-675-5220
 City of LaBelle Fire Dept.-Chief Brent Stevens-bstevens@citylabelle.com 863-675-1537
 Events with an expected attendance of 1,000+ people will require an Emergency Action Plan

(I) N/A Application Fee: Check made payable to "City of LaBelle" with fee per adopted Fee Schedule. Fee Schedule available at citylabelle.com under the "Government" tab>"Forms and Applications"
501c3

APPLICANT SIGNATURE (Signed by person applying for permit)

Paul Woodrum
Applicant Name (Print)

Paul Woodrum
Applicant Signature

This is stating that all information provided is true. To be signed by owner or authorized representative. Must be notarized.

AFFIDAVIT

(B)

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

Paul Woodrum Date: 1-30-25
Signature of owner or authorized agent

Paul Woodrum
Print or type name of person signing above

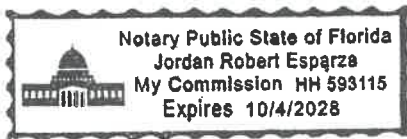
LaBelle Moose Lodge # 2398
Name of owner/agent entity if a corporation, L.L.C., partnership, or trust

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

STATE OF Florida
COUNTY OF Hendry

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 01/30/2025 (date) by (name of person providing oath or affirmation), who is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY PUBLIC STAMP/SEAL:



Jordan Robert Esparza
Signature of Notary Public
Jordan Robert Esparza
Printed Name of Notary Public

This is to be signed by owner of the property, if applicable. This proves that that the owner has designated the authorized agent as representative of the property.

AGENT AUTHORIZATION (C)

The undersigned to hereby swear or affirm that they are the fee simple title holders and owners of the record of property commonly known as Moose Lodge # 2398 And legally described in Exhibit A attached hereto.

We hereby designate Paul Woodrum as the legal representative of the property in the course of seeking approval of this application. This representative will remain the only entity to authorize development activity until such time as anew or amended authorization is delivered to the City.

[Signature] Date: 1-30-25
Signature of owner

Paul Woodrum
Print or type name of person signing above

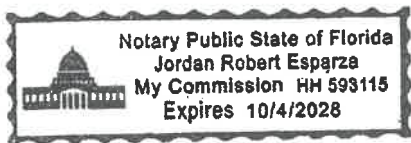
LaBelle Moose Lodge # 2398
Name of owner/agent entity if a corporation, L.L.C., partnership, or trust
President

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

STATE OF Florida
COUNTY OF Hendly

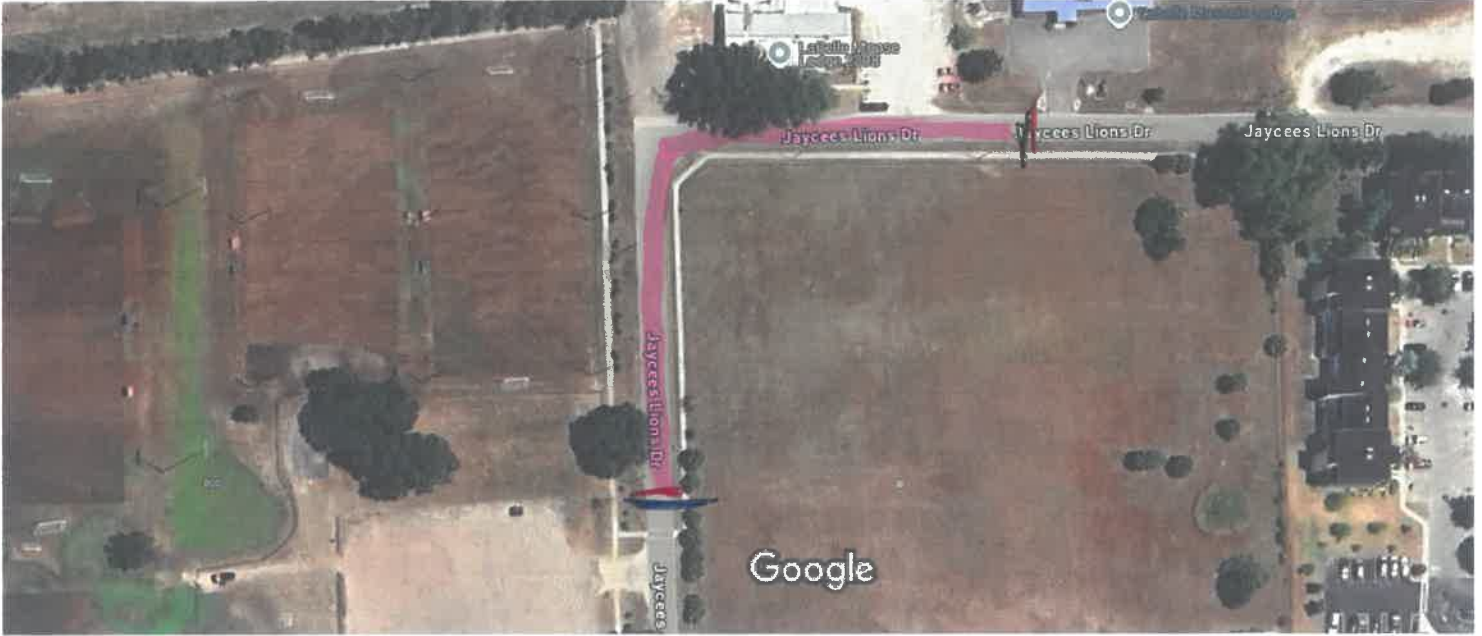
The foregoing instrument was sworn to (or affirmed) and subscribed before me on 01/30/2025 (date) by (name of person providing oath or affirmation), who is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY PUBLIC STAMP/SEAL:



[Signature]
Signature of Notary Public
Jordan Robert Esparza
Printed Name of Notary Public

W
N
+
S
E



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 ft

2pm - 7pm

CHARITY'S RIDE SAVING THE TATA'S POKER RUN FEB 23RD 2025

Schedule: KSU 11:30

American Legion Post 130- 699 SR 80 LaBelle
Breakfast being Served 8:00-11am (For Purchase)

Ortona Tavern - 1750 Williams Rd - Moore Haven
Adams Anglers Reef - 199 US 27 - Moore Haven
Riverfront Grill - 1682 Indian Hills Dr - Moore Haven

LaBelle Moose Lodge #2398
230 Jaycee-Lions Dr - LaBelle

MUST BE AT MOOSE LODGE @ 4 PM for Poker Hand

All Proceeds Benefiting
Hendry County
Region Medical
Center for
Breast Cancer



Approximately 60 Mile Ride
\$15 Rider- \$10 Passenger
All Vehicles Welcome

For More Information Call "Dammit" Paul (231) 720-5157



STEVE WHIDDEN, SHERIFF

Prepared for:
Labelle Moose Lodge #2398

Address:
230 Jaycee Lions Dr, LaBelle, FL 33935

Prepared by:
Lieutenant Allen Hudson
Hendry County Sheriff's Office

I am writing on behalf of the Hendry County Sheriff's Office to confirm our support for the upcoming breast cancer fundraiser event organized by the Labelle Moose Lodge.

Following a discussion with Leonard Barnard, a representative of the lodge, I am pleased to inform you that the Hendry County Sheriff's Office has no objections to the event. We are fully committed to ensuring its success. The Labelle Moose lodge will staff any barricades and provide any security for the event that is requested by the city. The Sheriff's Office will still respond to any calls for service related to the event during the duration.

The event is scheduled to commence on February 23, 2025, starting at 2:00 pm and concluding at 7:00 pm. The event will take place at the lodge in Labelle, including the Jaycee Lions roadway.

Should you have any questions or concerns regarding the event or its security arrangements, please do not hesitate to contact me at either of the numbers provided below. Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to read "A. Hudson".

Lieutenant Allen Hudson
West District Road Patrol Commander
ahudson@hendrysheriff.org
Office: 863-674-5606
Cell: 863-673-1984



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

To: Honorable Mayor and City Commission
Prepared By: **MITCHELL WILLS**
Date of Meeting: 2/13/2025
Date Submitted: 2/3/2025
Title of Agenda Item: SPECIAL EVENT-CHARITY'S RIDE-SAVING THE TATA'S POKER RUN
Agenda Location: 230 JAYCEE LIONS DR., LABELLE

Report in brief: **INSIDE EVENT**
REQUEST TO PARTIALLY CLOSE JAYCEE LIONS DRIVE-2/23/2025

Staff Comments: **APPROVED**

Fiscal Impact: **0**

Recommended Actions: **APPROVED**



February 4, 2025

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

Attention: Lilly Davenport, Finance Director

We are pleased to confirm our understanding of the services we are to provide the City of LaBelle, Florida (the "City") for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of LaBelle, Florida as of and for the year then ended. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Schedule to Determine Compliance with Interlocal Fire Protection and Animal Control Agreements.
3. Schedule of Revenues and Expenses – Business-Type Activities – Utility Fund.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

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

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of LaBelle, Florida's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of LaBelle's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of LaBelle's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will maintain the depreciation schedules for the City based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

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

As an attest client, Mauldin & Jenkins, LLC cannot retain or store documents, data, or records on behalf of the City of LaBelle. This is in accordance with the ET section 1.295.143 of the *AICPA Code of Professional Conduct*. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

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

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit at an agreed upon date and to issue our reports no later than June 30, 2025. Daniel R. Anderson, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$31,100 for the year ended September 30, 2024. Our fee for the performance of a major program Single Audit (Federal or State) will be \$6,000 per major program, if applicable. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. A service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

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

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the City Commission for the City of LaBelle, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of LaBelle, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Daniel R. Anderson, CPA

RESPONSE:

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

By: _____

Title: _____

By: _____

Title: _____



February 4, 2025

The Honorable City Commission
and City Manager
481 West Hickpochee Avenue
LaBelle, Florida 33935

Attention: Honorable Julie Wilkins, Mayor
Lilly Davenport, Finance Director

We are pleased to confirm our understanding of the services we are to provide for the City of LaBelle, Florida (the "City") for the year ended September 30, 2024.

We will examine the City's compliance with Section 218.415, Florida Statutes, regarding the investment of public funds as of and for the year ending September 30, 2024. The objectives of our examination are to: (1) obtain reasonable assurance about whether the City complied with the specified requirements above; and (2) to express an opinion as to whether the City complied with the specified requirements is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Members of the City Commission of the City of LaBelle, Florida. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the City and the Auditor General of the State of Florida, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the City complied with Section 218.415, Florida Statutes, regarding the investment of public funds is free from material misstatement. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for compliance with Section 218.415, Florida Statutes, regarding the investment of public funds; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the City is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement.

You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

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

Daniel R. Anderson, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination at an agreeable time. Our fees for these services are included in the City's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Daniel R. Anderson, CPA

RESPONSE:

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

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

Vendor Range: MAUJEN to MAUJEN Status: All
 Report Type: All Include Open Requisitions: N
 Threshold Amount: 0.00 Include Tax Id: N Contracts: N Bid: Y State: Y Other: Y Exempt: Y
 Date Range Type: Both First Enc Date Range: 10/01/22 to 02/04/25 Paid Date Range: 10/01/22 to 02/04/25

Vendor # Name	Status	1099 Type	Invoice	Amount	1099 Excl
First P.O. # Item Description	Prch. Type Status	Account Description			
Enc Date Contract Id Account Type Charge Account					
MAUJEN MAULDIN & JENKINS LLC	Active	Non Employee			
04/24/23 23-00962 1 21-22 ANNUAL AUDIT BILLING #1	Other	Pd ck: 86016 06/01/23	1280633	10,000.00	
Budget 001-510-513-3032		AUDIT FEES			
05/31/23 23-02063 1 AUDIT 21-22 PAYMENT #2	Other	Pd ck: 86291 09/07/23	1288882	10,000.00	
Budget 001-510-513-3032		AUDIT FEES			
09/30/23 23-02176 1 FINAL PAYMENT- 21-22 AUDIT	Other	Pd ck: 86429 10/24/23	1297022	9,900.00	
Budget 001-510-513-3032		ACCOUNTING AND AUDITING			
12/31/23 24-00294 1 AFR PREPARATION FOR FY2022	Other	Pd ck: 86653 01/11/24	1302778	1,500.00	
Budget 001-510-513-3032		ACCOUNTING AND AUDITING			
05/31/24 24-00796 1 AUDIT 22-23 PAYMENT #1	Other	Pd ck: 1218 06/13/24	1322513	10,000.00	
Budget 001-510-513-3032		ACCOUNTING AND AUDITING			

Total Open P.O.: Bid: 0.00 State: 0.00 Other: 0.00 Exempt: 0.00 All: 0.00
 Total Paid P.O.: 0.00 41,400.00 0.00 41,400.00
 Vendor P.O. Total: 0.00 41,400.00 0.00 41,400.00

Total Vendors: 1 Total Open P.O.: 0.00 Total Paid P.O.: 41,400.00 Total Open & Paid: 41,400.00



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

To: Honorable Mayor and City Commission
Prepared By: Tijauna Warner, City Clerk
Date of Meeting: 02/03/2025
Date Submitted: 01/27/2025
Title of Agenda Item: Swing into Spring
Agenda Location: Non-Public Hearing Items to Consider

Report in brief: Swing into Spring is requesting approval to serve alcohol (beer/wine) at their annual event.

Staff Comments: Approval.

Fiscal Impact: N/A

Recommended Actions: Approval.



TEMPORARY USE & SPECIAL EVENT APPLICATION
CITY OF LABELLE, FLORIDA

APPLICATION NUMBER: TU20__-____(Assigned by City)
DATE RECEIVED: _____

1. SPECIFIC LOCATION OF SUBJECT PROPERTY AFFECTED BY THIS APPLICATION:

Tax Parcel I. D. #2 29 43 02 120 0001-006.0
Site Address: 481 W. Hickpochee Ave.
City: LaBelle State: FL Zip Code: 33935

2. APPLICANT: United Way of Lee, Hendry, and Glades
(Person or entity conducting the use or event)

Mailing Address: 7273 Concourse Drive
City: Ft. Myers State: FL Zip Code: 33908
Work Phone Number: 239-433-7559 Home Phone Number: N/A
Fax number: 863-675-9393 Email: Lisa@UnitedWayLee.org

3. PROPERTY OWNER: City of LaBelle

Mailing Address: PO Box 458
City: LaBelle State: FL Zip Code: 33975
Work Phone Number: 863-675-2872 Home Phone Number:
Email:

NOTE: The application must include all pertinent information (Name, address, phone numbers, etc.) for all owners of land affected by this application. If the space provided above is not sufficient to list all of the

owners then, the additional information must be provided on a separate sheet(s). If property is owned by the City of LaBelle, please list that as owner.

4. **APPLICANT'S REQUEST (Proposed Temporary Use/Event Information.):**

Swing into Spring - United Way annual fundraiser/dinner benefiting Hendry and Glades

Will any roads need to be closed down for the event? No

Will there be alcohol served at the event? By whom? Yes (beer/wine only), by United Way staff

Please note, use of alcohol will need to be approved by the City Commission

How many people are expected to attend the event? 240

Event Date: April 26, 2025 Requested Event Hours: 5-8 pm

5. **THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE APPLICATION AND MUST BE ATTACHED: (please provide all needed information when submitting)**

6. **Completed Temporary Use Application Form (must include the following)**

n/a **Affidavit of Ownership and Agent Authorization:** The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

n/a **Area Location Map:** The location of the subject property indicated on a Map or an aerial photograph. This map shall reference known major streets and geographic features with sufficient clarity as to be recognizable by the general public.

n/a **Legible Site Plan:** Drawing demonstrating right-of-way to be vacated on 8-1/2" x 11" paper with legible text showing all data pertinent to the proposed vacation, including **at least** the following:

- Date of drawing
- Scale
- North arrow
- Location of proposed uses
- Location of existing structures
- Location of access point(s) from adjacent roadways
- Location of Parking areas

X **Letters of No Objection:** Letters from the following agencies:

HCSO-Lt. Allen Hudson-ahudson@hendrysheriff.org/863-674-5606

Hendry County EMS-Amy Stafford-amy.stafford@hendryfla.net/863-675-5220

City of LaBelle Fire Dept.-Chief Brent Stevens-bstevens@citylabelle.com 863-675-1537

Events with an expected attendance of 1,000+ people will require an Emergency Action Plan

Application Fee: Check made payable to "City of LaBelle" with fee per adopted Fee Schedule.
Fee Schedule available at citylabelle.com under the "Government" tab>"Forms and Applications"

APPLICANT SIGNATURE (Signed by person applying for permit)

Lisa Sands
Applicant Name (Print)

Lisa Sands
Applicant Signature

This is stating that all information provided is true. To be signed by owner or authorized representative. Must be notarized.

AFFIDAVIT

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

Date: _____
Signature of owner or authorized agent

Print or type name of person signing above

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

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me on _____ (date) by (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC STAMP/SEAL:

Signature of Notary Public

Printed Name of Notary Public

This is to be signed by owner of the property, if applicable. This proves that that the owner has designated the authorized agent as representative of the property.

AGENT AUTHORIZATION

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

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

Signature of owner Date: _____

Print or type name of person signing above

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

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me on _____ (date) by (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC STAMP/SEAL:

Signature of Notary Public

Printed Name of Notary Public

ATTENTION

This application must be completed (please type or legibly print) and resubmitted, with all requirements herein, to **City Hall attn: the Superintendent of Public Works, or the Deputy Clerk**. This application must be *filled out completely* and must be signed by the owner or his designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit in a form approved by the City is required from the owner of the property that is requesting the vacation. The agent affidavit must be completely filled out and submitted with this application. If the property is in multiple-ownership, then all of the owners or their designated agent(s) must sign this application. All owners of property that will be affected by this application must either sign this application or fill out an agent affidavit.

This application will be reviewed by City staff for completeness and their approval. The applicant is fully responsible for researching and knowing any and all laws, which may be applicable and affect the outcome of the any decision on the application request. The City assumes no responsibility or liability relating to the failure to research and know all applicable laws including, but not limited to, state, federal and city laws, codes, land development regulations or the adopted comprehensive plan.

*Applicant is responsible for obtaining the appropriate insurance for the event. Contact your service provider or go to <https://gatherguard.com/>

*Indoor events with an attendance of 50 people or more will require crowd management by the Sheriff's Dept. or Fire Dept. in accordance with F.S.



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

To: Honorable Mayor and City Commission

*Prepared By: Chief Brent Stevens

*Date of Meeting: February 13, 2025

*Date Submitted: February 3, 2025

*Title of Agenda Item: Purchase of 2025 Pierce Enforcer Ladder Truck

*Agenda Location: Constant Agenda

***Report in brief:** LaBelle Fire Department is requesting the authority to sign off on the purchase of a 2025 Pierce Enforcer Ladder Truck for \$1,976,740.00.

Staff Comments: This purchase will be covered under the \$6,000,000 State of Florida appropriation awarded to the City of Labelle for the purchase of a Ladder Truck and Station Hardening. With 36 months waiting list, LaBelle Fire Department can take the first available ladder without waiting 36 months but will need the authority to sign a letter of intent as soon as a truck becomes available. The last available truck was sold in 3 minutes.

Fiscal Impact: 2025-2026

Has the request been budgeted? Yes No

If yes, expected cost and account name.

If no, amount needed and proposed account: The request will be paid for via the 6-million-dollar State of Florida Legislative Appropriation. The City of Labelle has qualified for upfront payment by the State of Florida.

***Recommended Actions:**

Authorize the LaBelle Fire Department, the authority to sign off the letter of intent, which will secure the building of the first available Sole Source Contract Pierce Enforcer 107' Ladder Truck made available by Pierce.

Order continues on immediately following page.


ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City of LaBelle

By: _____
Title: _____
Print: _____
Date: _____

Ten-8 Fire & Safety, LLC

By: 

Title: **Authorized Sales Representative**
Print: **Eric Huovinen**
Date: **January 22, 2025**

EXHIBIT A
PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.
 - a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
 - b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
 - c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
 - d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
 - e. **“Manufacturer”** means the Manufacturer of any Product.
 - f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
 - g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
 - h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
 - i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
 - j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.
2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Option List

Section 7, Item B.

Customer:	Pierce Field Unit (original)	Bid Number:	2705
Representative	Sturm, Andrew	Job Number:	43663
Organization:	Pierce Manufacturing Inc	Number of Units:	1
Requirements Manager:	Sturm, Andrew	Bid Date:	10/16/2024
Description:	Enforcer Ascendant 107' Ladder Quint (F/T)	Stock Number:	43663
Body:	Aerial, HD Ladder 107' ASL Single, Quint, Alum Body	Price Level:	51 (Current: 51)
Chassis:	Enforcer Chassis, Aerials, Single Axle, Ascendant	Lane:	Lane 1

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
7	0816491		Fill in Blank - For Engineering purposes only, Similar to 43406	1
8	0533351		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
9	0588612		Quint Fire Apparatus	1
10	0681278		Vehicle Certification, Aerial w/Pump	1
11	0816495		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
12	0537375		Certification, Vehicle Inspection Program, NFPA 1900	1
13	0030006		Unit of Measure, US Gallons	1
14	0816569		Bid Bond Not Requested	1
15	0000007		Performance Bond, Not Requested, PPI Terms	1
16	0002928		Approval Drawing	1
17	0615217		Electrical Diagrams	1
18	0000110		Enforcer Chassis, Aerials, Single Axle, Ascendant	1
19	0000070		Wheelbase	1
			Wheelbase - 234"	
20	0729280		GVW Rating	1
			GVW rating - 56,300#	
21	0889469		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
22	0629940		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
23	0010427		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	1
24	0087572		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
25	0000322		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0899438		Oil Seals, Front Axle	1
27	0019611		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
28	0603826		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
29	0818721		Axle, Rear, Meritor RS30-185, 33,500 lb, Saber FR/Enforcer	1
30	0122073		Top Speed of Vehicle, 68 MPH/109 KPH, Non-NFPA/ULC 2024	1
31	0000485		Suspen, Rear, Standens, Spring, 33,500 lb, Imp/Vel/Enf	1
32	0741399		Oil Seals, Rear Axle	1
33	0585004		Spring Package, Auxiliary, Timbren	1
34	0641529		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
35	0568081		Wheels, Rear, Accuride, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
36	0620570		Tire Balancing, Counteract Beads	1
			Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
37	0801909		Lug Nut, Covers, Chrome	1
38	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
39	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
40	0002045		Mud Flap, Front and Rear, Pierce Logo	1
41	0617577		Chocks, Wheel, Worden HWG- SB, Super Gripper	1
			Qty, Pair - 01	
42	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	1
			Location, Wheel chock - rear of driver side rear axle.	
			Qty, Pair - 01	
43	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1

Line	Option	Type	Option Description	Qty
45	0803729		Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	
46	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	
47	0637584		Brake Reservoirs, 5,376 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Frame color	
48	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
49	0000790		Brake Lines, Nylon	1
50	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
51	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
52	0811018	SP	Engine, Paccar MX13, 510HP, 1850 lb-ftW/OBD, EPA 2024, SFR/Enforcer, BMP/HDR/STK	1
53	0811409		Not Required, Engine Contingency Adjustment	1
54	0001244		High Idle w/Electronic Engine, Custom	1
55	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - MX13	
56	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
57	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
58	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - Flush With Rub Rail	
			Tip, Exhaust - Straight Tip (Standard)	
59	0788765		Radiator, Saber FR/Enforcer	1
60	0001090		Cooling Hoses, Rubber	1
61	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
62	0001129		Lines, Fuel	1
63	0734655		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Fill Dr, ENF	1
			Door, Material & Finish, DEF Tank - Painted	
			Latch, Door, Access - SouthCo M1 medium compression	
64	0552793		Not Required, Fuel Priming Pump	1
65	0552712		Not Required, Shutoff Valve, Fuel Line	1
66	0699437		Cooler, Chassis Fuel, Not Req'd.	1
67	0011125		Door, Fuel Fill Painted Job Color	1
			Qty, - 01	
68	0690880		No Selection Required From This Category	1
69	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
70	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0001375		Driveline, Spicer 1810	1
73	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
74	0802950		Steering Wheel, 4 Spoke w/Wiper Control, Saber FR/Enforcer	1
75	0559647		Pierce Logo on Horn Button	1
76	0606441		Bumper, 19" Extended, Steel Painted, Saber FR/Enforcer	1
77	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 20) 125' of 1.75"	
78	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
79	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
80	0002270		Tow Hooks, Chrome	1
81	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
82	0789736		Cab, Enforcer, 7010 w/Notch	1
83	0826074		Engine Tunnel, X12, MX13, Foil Insulation w/Mech Fasteners, Extreme Climate, Enf	1
84	0810166		Cab Insulation, Extreme Climate, Foil Insulation, Enforcer/Saber FR	1
85	0633594		Rear Wall, Interior, Adjustable Seating	1
86	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
87	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
88	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
89	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
90	0087357		Molding, Chrome on Side of Cab	1

Section 7, Item B.

Line	Option	Type	Option Description	Qty
91	0772130		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Marker Light	
92	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
93	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
94	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
95	0638310		Steps, 4-Door Cab, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1
96	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
97	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts Color, Trim - Chrome Housing	1
98	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
99	0586967		Grab Handle, Chrome, Specify Location, Qty Location - one (1) on the driver and one (1) on the officer side door panel vertical near the upper door panel hinged side, to work as a high grab handle into cab. Qty, - 02	2
100	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
101	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
102	0786283		Window Tint, Behind Cab Door, Right Side, Medium Gray	1
103	0786295		Window Tint, Behind Cab Door, Left Side, Medium Gray	1
104	0786285		Window Tint, Upper Crew Cab Door, Right Side, Medium Gray	1
105	0786293		Window Tint, Upper Crew Cab Door, Left Side, Medium Gray	1
106	0786289		Window Tint, Crew Cab Door, Left Side, Medium Gray	1
107	0786278		Window Tint, Crew Cab Door, Right Side, Medium Gray	1
108	0887710		Window Coatings, Solar Film, Cab/Crew Cab	1
109	0894089		Dash, Heavy Duty Metal, Enforcer Material Finish, Metal Dash - Fire Smoke Gray	1
110	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - 1.00" Material Finish, Cab Interior - Painted	1
111	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Dark Silver Gray Endure Vinyl Cab Interior Rear Wall Material - Painted Aluminum	1
112	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - i) fire smoke gray	1
113	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
114	0817805		HVAC, Heavy-Duty, Enforcer, Paccar, CARE Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both HVAC System, Control Loc. - Panel Position #12 Plenum Cover Material - Formed Plastic	1
115	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf Sun Visor Retention - Thumb Latch	1
116	0622887		Grab Handles, Driver Door Post, Officer Door Post Low, Saber FR/Enforcer	1
117	0583938		Lights, Engine Comp, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim Qty, - 02	2
118	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT Latch, Door, Storage - Lift and Turn Latch, Flush	1
119	0583042		Side Roll and Frontal Impact Protection	1
120	0622617		Seating Capacity, 6 Belted Seats	1
121	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf	1
122	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, PRIMARY, SFR/Enf	1
123	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer Latch, Door, Storage - Lift and Turn Latch, Flush	1
124	0635973		Seat, Rr Fcng C/C, LS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	1
125	0102783		Not Required, Seat, Rr Facing C/C, Center	1
126	0635969		Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	1
127	0632946		Seat, Fwd Fcng C/C, LS Otbrd, Pierce PSV, SCBA, Foldup, Safety, SECONDARY, SFR/Enf	1

Section 7, Item B.

Line	Option	Type	Option Description	Qty
128	0783479		Cabinet, Forward Facing, Center, 38.50 W x 50 H x 28 D, Roll, SFR/Enf Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Locking #751 Light, Tall Cabinet - Pierce, Interior, Left Side and Pierce, Interior, Right Side	
			Louvers, Cabinet - 0-No Louvers	
129	0632873		Seat, Fwd Fcng C/C, RS Otrbd, Pierce PSV, SCBA, Foldup, Safety,SECONDARY,SFR/Enf	1
130	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 06	6
131	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 05	5
132	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
133	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
134	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
135	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
136	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
137	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX Emergency Switching - Individual Switches	1
138	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
139	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
140	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
141	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
142	0802946		Wiper Control, 2-Speed w/Intermittent, Steering Wheel, Left Pod, SFR/Enf	1
143	0731813		Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
144	0002615		Switch, Aerial 12V Master	1
145	0002617		PTO switch, w/light - aerial	1
146	0821236		Wiring, Spare, 20 A 12V DC, 6 Ckt FB, Blue Sea 5025 Batt Dir 1st NFPA1900/ULC 12vdc power from - Battery direct Location - behind officer seat	1
147	0821473		Wiring, Spare, 4.8 A 12V DC, USB Term Batt Dir 1st NFPA1900/ULC Qty, - 01 12vdc power from - Battery direct Location - panel position #14	1
148	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714 System Of Measurement - US Customary	1
149	0816633		Collision Mitigation, HAAS Alert (R2V), HA7 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
150	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
151	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 02 Location, Antenna Mount - Left And Right Side	2
152	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714 Camera System Audio - Not Provided	1
153	0814831		Not Required, Camera Switcher	1
154	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT Color, Antenna - Black Antenna Module Housings - See Through Housings with LED Cuircuit Indicators	1
155	0896456		Prognostics, Electrical System	1
156	0816093		ClearSky Telematics, Remote Fleet & On-scene Management, AT&T Commercial Subscription, Telematics - 3 Year Subscription	1
157	0624253		Electrical System, Enforcer MUX	1
158	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
159	0008621		Battery System, Single Start, All Custom Chassis	1
160	0002698		Battery Compartment, Saber/Enforcer	1

Section 7, Item B.

Line	Option	Type	Option Description	Qty
161	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	
162	0814869		Location, Cab, Charger, Behind Driver Seat	
163	0813791		Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir	1
164	0814939		Location, Cab, Ind/Remote, Driver's Seat Riser	1
165	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
166	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
167	0764491		Alternator, 420 amp, Leece-Neville BLP4003	1
168	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
169	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
170	0804681		Light, Directional, WIn 604T* Cmn Bzl, Above Headlts,Sab/Enf	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Solid)	
171	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
172	0647800		Lights, Clearance/Marker/ID, Front, Truck-Lite 35375Y LED 5 Lts, Saber FR/Enf	1
			Light Guard - With Guard	
173	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
174	0090155		Lights, Clearance/Marker/ID, Rear, Truck-Lite 35200R LED 7Lts	1
175	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1
			Qty, Lights, Pair - 1	
176	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
177	0085910		Lights, Backup Included in Signal Cluster	1
178	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
179	0589905		Alarm, Back-up Warning, PRECO 1040	1
180	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
181	0769564		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	1
182	0758579		Lights, Perimeter Body, CLC-1049-20-AL LED 1lt, Turntable Access	1
			Control, Perimeter Lts - Parking Brake Applied	
183	0896454		Enhanced Software for Perimeter Lts	1
184	0589378		Lights, Step, P25 LED, Aerial With Pump, Ign, Prk Brk Set	1
185	0776995		Light, Roof Mt, HiViz, FT-MB-12-*-, 17"	2
			Qty, - 02	
			Location, driver's/passenger's/center - 1DS & 1PS Under Lightbar(s)	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - Flood/Spot	
186	0736731		Lights, HiViz FT-GESM LED 1st	1
			Location - behind driver side door, above side crew cab window	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - Blk Opt Hold, Blk Bez, Blk Fix	
187	0736729		Lights, HiViz FT-GESM LED 2nd	1
			Location - behind officers side door, above side crew cab window	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - Blk Opt Hold, Blk Bez, Blk Fix	
188	0757722		Lights, HiViz FT-B-65-* LED, 1st	1
			Location - centered over compartment LS2, on catwalk.	
			Qty, - 01	
			Control, Scene Lts - DS Scene Lts	
			Color, Lt Housing HiViz - Black	
189	0757717		Lights, HiViz FT-B-65-* LED, 2nd	1
			Location - centered over compartment RS2, on catwalk.	
			Qty, - 01	
			Control, Scene Lts - PS Scene Lts	
			Color, Lt Housing HiViz - Black	
190	0565198		Not Required, Deck Lights, Other Hose Bed & Rear Lighting, Aerial	1

Section 7, Item B.

Line	Option	Type	Option Description	Qty
191	0731115		Lights, Hose Bed, Sides, Amdor AY-LB-12HW040, 40" LED, 1.87", ASL ASP 2lts Control, Hose Bed Lts - Cup Switch At Rear	
192	0645678		Lights, Not Required, Rear Work, Alt. 120/240 Volt Lights At Rear Body	1
193	0743346		Lights, Rear Scene, HiViz FT-GSMJR-*, Surface Mt Location, Lights - rear of truck, one each side, mid height. Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS, Pump Panel DS and Body Switch, DS Rear Bulkhead Color, Trim - Black Trim & Optic Holder	2
194	0709438		Lights, Walk Surf, FRP Flood, LED	1
195	0624713		Aerial, HD Ladder 107' ASL Single, Quint, Alum Body	1
196	0554271		Body Skirt Height, 20"	1
197	0601008		Tank, Water, 500 Gallon, Poly, Ascendant Single Axle	1
198	0003405		Overflow, 4.00" Water Tank, Poly	1
199	0028104		Foam Cell Required	1
200	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
201	0003429		Not Required, Direct Tank Fill	1
202	0624711		Hose Bed, Alum, LS/RS, Ascendant Single Axle	1
203	0723546		DA Finished Hose Bed/Cargo Area	1
204	0003491		Hose Bed Capacity 1000' of 5.00", Ascendant, PAP, PAL	1
205	0604069		Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear	1
206	0003512		Running Boards, Ascendant, PAL	1
207	0735739		Turntable Steps, Swing-Down, LS Only, Non-TCO, Ascendant Single Axle Step, Flip - Flip Step, One Step Assembly Body Handrail Finish - knurled aluminum Step Retention - lift bar latching mechanism Step Surface, Turntable - Punched Grip Latch, Step Well - Southco C2 Chrome Raised	1
208	0889980		Lights, Step (3), P25 LED, One Side Control, Scene Lts - Park Brake	1
209	0690023		Wall, Rear, Smooth Aluminum	1
210	0074515		Tow Eyes (2), Painted Lower Job Color, 100AAT, Ascendant Single Axle, 75' HAL	1
211	0624701		Construction, Compt, Alum, 3rd Gen, Ascendant Single Axle	1
212	0624699		Compt, LS F/H, Roll Drs, Ascendant Single Axle	1
213	0624694		Compt, LS Turntable, F/H, Roll Dr, Ascendant Single Axle	1
214	0023672		Compt, IPO Stairs, Not Required, LS	1
215	0624693		Compt, RS F/H, Roll Drs, Ascendant Single Axle	1
216	0708788		Compt, RS Turntable, F/H, Roll Dr, One (1) Large Rear Compt, Ascendant Single Axle	1
217	0708767		Compt, IPO Stairs, Not Required, RS, Ascendant Single Axle	1
218	0624691		Compt, Rear, Amdor Rollup Door, Ascendant Single Axle Color, Roll-up Door - AMDOR Satin Aluminum Latch, Roll-up Door - Non-Locking Liftbar	1
219	0594012		Doors, Amdor, Rollup, Side Compartments Qty, Door Accessory - 06 Color, Roll-up Door - AMDOR Painted to Match Lower Body Latch, Roll-up Door - Non-Locking Liftbar	6
220	0624690		Bumper, Rear, Aluminum Rub Rail, Ascendant Single Axle	1
221	0768509		Lights, Compt, Amdor AY-LB-12HW0** LED, Dual Lt Strip Qty, - 07	7
222	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
223	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial Qty, Shelf - 06 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - RS3-Upper Third, RS1-Upper Third, LS2-Centered, LS3-Upper Third, LS1-Upper Third and RS2-Centered Left of Partition	6
224	0603179		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G, Ascendant Single Axle Qty, - 03 Location, Tray Slide-Out, Floor Mounted - RS1, RS3 and LS1 Material Finish, Tray - Painted - Spatter Gray	3
225	0725635		Cabinet, Drawer Assembly, CTECH, Four Drawers, Up To 36" Wide, 24" Deep Qty, - 01	1

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Line	Option	Type	Option Description	Qty
225			Location - LS3 floor mounted Size, Drawer Height 1 (Top) - 3.00" Size, Drawer Height 2 - 3.75" Size, Drawer Height 3 - 5.75" Size, Drawer Height 4 - 7.75"	
226	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G Qty - 1 Location, Pivot - Front Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Toolboard - RS2 - Ahead of Partition	1
227	0726457		Partition, Vertical Compt, Predefined Locations Qty, Partition - 01 Location, Partition/Toolboard, Predefined - RS2-60.00" From Forward Door Frame Material Finish, Partition - Painted - Spatter Gray	1
228	0755638		Pegboard, Back Wall Mounted, 3/16" Alum, Full Height Compt Qty, Comp. Accessory - 01 Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Compartment, Predefined - RS2	1
229	0050308		Rear of Body, Smooth Aluminum Sheet	1
230	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
231	0565606		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3G	1
232	0519849		Not Required, Hose, Hard Suction	1
233	0893756		Handrails, Side Pump Panels, Per Print, Aerial Step, Runningboard - no step	1
234	0004150		Handrail, Extra - 15-20" Long Qty, Handrails - 04 Location, Handrail Additional - on boom support 4-way aluminum privacy panel ahead of pump panel to help access crosslays, two at rear of truck, one each side for the recessed camper style steps.,	4
235	0074030		Compt, Air Bottle, Double, Fender Panel, Bolt-In, 3rd Gen Qty, Air Bottle Comp - 4 Location, Air Bottle - (1) LS Ahead Rr Wheel, (1) LS Behind Rr Wheel, (1) RS Ahead Rr Wheel and (1) RS Behind Rr Wheel Door Finish, Fender Compt - Painted Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	4
236	0004220		Ladder, 35' Duo-Safety 1225-A 3-Sect	1
237	0600821		Ladder, 24' Duo-Safety 900A 2-Section, Ascendant Single Axle, 75' HAL Qty, - 01 Location, Extension Ladder - ladder storage	1
238	0004232		Ladder, (2) 16' Duo-Safety 875A Roof	1
239	0648681		Ladder, 14' Duo-Safety 875-DR Roof Qty, - 01 Location - behind boom sign driver side of aerial ladder.	1
240	0024233		Not Required, Attic Extension Ladder	1
241	0600819		Ladder, 10' Duo-Safety Folding, 585A, Ascendant Single Axle, 75' HAL Qty, - 01 Location, Folding Ladder Aerial - ladder storage	1
242	0624687		Ladders Stored at Rear, Ascendant Single Axle, Smooth Aluminum Doors Latch, Ladder Storage - D-Ring latch, chrome	1
243	0600674		Lights, Torque Box Ladder Storage, Not Required, Ascendant Single, 75' HAL	1
244	0788575		Pike Pole, 12' Fire Hooks Unlimited, NY Roof Hook, Fiberglass, RH-12, Pry End Qty, - 02	2
245	0009048		Pike Pole, 8' Fire Hooks Unlimited, Fiberglass, APH-8', Gas Shut Off Qty, - 02	2
246	0551173		Pike Pole, 6' Fire Hooks Unlimited, Fiberglass, APH-6', Gas Shut Off Qty, - 02	2
247	0816916		Pike Pole, 3', Provided by Fire Department, NFPA/ULC 2024 Qty, - 02	2

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Line	Option	Type	Option Description	Qty
247			Pike Pole Make/Model - Fire Hooks Unlimited 4' New York Roof Hook D Handl	
248	0770572		Pike Pole Tubes, in Torque Box/Ladder Storage, Alum, Special Notch, NY Style Qty, - 06	6
249	0593075		Steps, Folding, Front Bulkheads (Aerial), w/LED, Trident Coating, Step - black	1
250	0760981		Step, Camper Style, Pull-Out & Drop Down, Rear Wall, Ascendant SA Rear Wall Qty, - 02	2
251	0724153		Location, driver's/passenger's/center - Left & Right Light, Short Step - Amdor Lumabar Light, Step, Additional - P25 LED Step, Folding - Extra, Body Only, w/LED, Trident Qty, Folding Step - 04	4
252	0559082		Location, Additional Step - two additional step's, each side of truck, on front body bulkheads. Coating, Step - black Steps, Stirrup Style, Imp/Vel Cab Style, Each Location, Additional Step - under passenger side running board Qty, - 01 Light, Step, Additional - P25 LED	1
253	0620530		Pump House, Side Control, 52", Control Zone, Aerial	1
254	0035501		Pump House Structure, Std Height	1
255	0004435		Pump, Waterous, CSU, 2000 GPM, Single Stage	1
256	0004481		Seal, Grafoil, Waterous	1
257	0816447		Trans, Pump, Waterous C22 Series	1
258	0635600		Pumping Mode, Stationary Only	1
259	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
260	0003148		Transmission Lock-up, EVS	1
261	0004547		Auxiliary Cooling System	1
262	0014486		Not Required, Transfer Valve, Single Stage Pump	1
263	0777650		Valve, Relief Intake, Akron Pressure Setting - 125 psig	1
264	0826104		Intake Relief Valve Control - Behind Right Side Pump Panel Controller, Pressure, FRC, Pump Boss Max, PBA500 Pressure Governor Throttle Control - Clockwise Pressure Governor Default Mode - RPM Setting Pressure Governor Std/Metric - Standard psi readouts Pressure Governor Transducer - Single 600 PSI Pressure Governor Alarm - NOT BE an additional alarm provided	1
265	0072153		Primer, Trident, Air Prime, Air Operated	1
266	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
267	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
268	0795135		Plumbing, Stainless Steel, w/Foam System	1
269	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
270	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
271	0084610		Valves, Akron 8000 series- All	1
272	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone" Qty, Inlets - 1	1
273	0004700		Control, Inlet, at Valve	1
274	0004660		Inlet (1), Left Side, 2.50"	1
275	0723551		Inlet (1), Right Side, 2.50"	1
276	0092569		No Rear Inlet (Large Dia) Requested	1
277	0064116		No Rear Inlet Actuation Required	1
278	0092696		Not Required, Cap, Rear Inlet	1
279	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
280	0586174		Provision, Front Inlet	1
281	0092568		No Rear Auxiliary Inlet Requested	1
282	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
283	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
284	0004905		Outlet, Tank Fill, 1.50"	1
285	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
286	0004940		Outlet, Left Side, 2.50" Qty, Discharges - 01	1

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Line	Option	Type	Option Description	Qty
287	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	
288	0092570		Not Required, Outlets, Left Side Additional	
289	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
290	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
291	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
292	0550252		Outlet, Right Side, 4" w/3" Plumbing, Handwheel Control, (added)	1
293	0659072		Elbow, Right Side Outlets, 30 Degree, 4.00" FNST x 5.00" Storz, Additional	1
294	0029137		Not Required, Outlet, Large Diameter	1
295	0007308		Not Required, Elbow, Large Diameter Outlet	1
296	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
297	0092575		Not Required, Outlet, Rear	1
298	0045099		Not Required, Elbow, Rear Outlets	1
299	0092574		Not Required, Outlet, Rear, Additional	1
300	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
301	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
302	0752096		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Vinyl Covered Cable	1
303	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
304	0029106		Not Required, Deluge Outlet	1
305	0029302		No Monitor Requested	1
306	0029304		No Nozzle Req'd	1
307	0029107		No Deluge Mount	1
308	0826323		Waterway Outlet & Control, Akron Valve	1
			Outlet, Waterway (Aerial), Valve Actuation - Pierce large handwheel	
309	0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	2
			Qty, Crosslays - 2	
310	0090442		Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap	1
311	0623374		Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides	3
			Qty, - 03	
			Color, Strap - Orange	
312	0029260		Not Required, Speedlays	1
313	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
314	0590891		Hose Restraint, Crosslay/Deadlay, Velcro Straps, Top	3
			Qty, - 03	
315	0739010		Plumbing for Future Foam Sys, Husky 3/12 Single Agent	1
			Fill in Blank - 1- Front bumper outlet	
			3- Crosslays	
316	0012126		Not Required, CAF Compressor	1
317	0552517		Not Required, Refill, Foam Tank	1
318	0031896		Demonstration, Foam System, Dealer Provided	1
319	0005446		Foam Cell, 20 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
320	0091036		Drain, 1.00" Foam Tank #1	1
321	0091079		Not Required, Foam Tank #2	1
322	0091112		Not Required, Foam Tank #2 Drain	1
323	0738072		Approval Dwg, Pump Panel(s), Not Required	1
324	0032479		Pump Panel Configuration, Control Zone	1
325	0562698		Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial	1
326	0769430		Light, Slide-Out Pump Operator Step, Amdor AY-LB-12HW020, Short Step	1
327	0635355		Material, Pump Panels, Side Control Painted FormCoat Black	1
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black	
			Material, Pump Panel, Side Control - Aluminum	
328	0721765		Panel, Pump Access - Right Side Only, Side Control	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
329	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White	2
			Qty, - 02	
330	0586382		Gauges, Engine, Included With Pressure Controller	1
331	0005601		Throttle, Engine, Incl'd w/Press Controller	1
332	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1

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Line	Option	Type	Option Description	Qty
333	0549333		Indicators, Engine, Included with Pressure Controller	
334	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	
335	0553643		Control, Air Horn at Pmp Pnl, Red Switch, Momentary	1
336	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
337	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
338	0757359		Gauge, Water Level, Class 1, Pierce Std, Remote Module Driver	1
			Activation, Water Level G - pg) pump in gear	
339	0746513		Water Level Gauge, WIn 50*02Z*R LED w/Flange, Gr-BI-Amb-Rd, Features	2
			Location - behind crew cab doors, above cab handrail.	
			Qty, - 02	
			Activation, Water Level G - pg) pump in gear	
			Color, Lens, LED's - Match	
			Color, Trim - Chrome Trim	
340	0659235		Provision for Gauge, Foam Level, (1) Tank, Class 1, Future Foam Sys, Stock Unit	1
341	0593161		Light Shield, S/S LED	1
342	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
343	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
344	0757092		Control, Air Horn, Multi Select	1
345	0757084		Control, Air Horn, Horn Ring	1
346	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Vinyl Covered .12" cable	
347	0533071		Siren, WIn 295SLSC1, 100 or 200 Watt, w/Plug-in/Detachable Microphone Cord	1
348	0015283		Location, Elect Siren	1
			Location - Switch panel POS A	
349	0748306		Control, Elec Siren, Multi Select	1
350	0748292		Control, Elec Siren, Push Button Sw, RS	1
351	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
352	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
353	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
354	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
355	0748305		Control, Mech Siren, Multi Select	1
356	0732666		Control Mech Siren, Ft Sw RS, Linemaster 632-SC36	1
357	0732668		Control Mech Siren, Ft Sw LS, Linemaster 632-SC36	1
358	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
359	0734625		Control, Warning Lt Intensity, WIn, Photocell, Prk Brk	1
360	0726191	SP	Lightbar, WIn, Freedom IV-Q, 2-21.5", RRRWR RWRRR, Lw Int	1
			Filter, Whl Freedom Ltbrs - No Filters	
361	0016380		No Additional Lights Req'd, Side Zone Upper	1
362	0745392		Lights, Front Zone, WIn M6** LED, in Common Bzl, Lw Int	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Red	
363	0558676		Daytime Running Lights, Headlights, Qtm, Vel/Imp, Enf/AXT-MUX, DCF (Low Beam)	1
364	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
365	0740512		Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6lts, Lw Int	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Over Rear Wheels	
			Color, Trim - Chrome Trim	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Red	
			Color, Lt Side Mid DS - Red	
			Color, Lt Side Mid PS - Red	
			Color, Lt Side Rear PS - Red	
			Color, Lt Side Rear DS - Red	
366	0746422		Lights, Rear Zn Lwr, WIn M6*, Lw Int	1
			Color, Lens, LED's - Clear	

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Line	Option	Type	Option Description	Qty
366			Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red Color, Trim - Chrome Trim	
367	0746415		Lights, Rear, WIn M6** LED, Features 1st, Lw Int Location - rear of truck, mid height, one each side Qty, - 02 Color, Lights, Warning - Red Flashing Control, Light - a) rear upper warning Color, Lens, LED's - Clear Color, Trim - Chrome Trim	2
368	0803250		Light, Rear Zone Up, WIn L31H*F Beacon, Red LED, DVI High, Lw Int Color, Dome, Rear Warning - j) both domes clear	1
369	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
370	0791501		Light, Traffic Directing, WIn TAL65, 36" Long LED, Aerials Activation, Traffic Dir L - Not Connected	1
371	0530074		Location, TDL, On Top of Body Below Turntable w/Treadplate Box	1
372	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
373	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab Qty, - 01 Location 1 - back wall of EMS cabinet, upper right wall, next to the 12 volt buss bar. AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	1
374	0779707		Receptacle Strip, 20A 120V 6-Place, Interior Body Qty, - 02 Location 1 - upper back wall centered RS1 & LS3 AC Power Source - Shoreline	2
375	0519934		Not Required, Brand, Hydraulic Tool System	1
376	0649736		Not Required, Hydraulic Tools	1
377	0755098		Aerial, 107' ASL Single Axle, 750/500 Tip, 35 MPH Wind	1
378	0000042		Boom Support, Rear of the Chassis Cab	1
379	0762413		Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	1
380	0799571		Provision for Boom Support Compartment, Stock Unit Only	1
381	0680820		Boom Panel, One, Sized to Match Opposite Side Box Location, Aerial Device - left side Paint Color, Predefined - #90 Red	1
382	0526890		Not Required, Indicator, Extension	1
383	0723719		Steps, Folding, Four, Aerial Device, Trident Coating, Step - black Light, Aerial Device Folding Step - no integrated light Finish, Aerial Device Folding Step - bright finish	1
384	0688232		Rung Covers, Aerial Device Rung Cover Color - Safety Yellow	1
385	0728974		Box,Stokes/Backboard Stg,w/Cover,Base Section,In Place of Boom Panel,w/Door Sw Qty, - 01 Finish - Painted, Aerial Device/Boom Panel Latch, Door, Storage - Rubber Draw Latch, Pair Location, Aerial Device - right side Louvers - no louvers Size, Stokes Basket, Predefined - 86"L x 24"W x 8"H Size, Backboard, Predefined - 72"L x 18"W x 2"H	1
386	0786841		Brackets Only, Roof/Fresno Ladder, Base Section, Inboard of Boom Panel Qty, - 01 Location, Aerial Device - left side Roof Ladder, Make/Model, Multi-Select - 14' Duo-Safety 875-DR	1
387	0623645		Aerial Stability Test, Maximum Tip Options	1
388	0601972		Lights, Turntable Walkway, P25, LED	1
389	0601949		Light, Turntable Console, TecNiq T-10, LED Strip Light	1
390	0814209		Control Stations, ASL Single Axle, MUX, Color Display, CL714	1
391	0624682		Stabilizers, One Set, Ascendant Single Axle Material, Stabilizer Pad - Composite	1
392	0728961		Stabilizer Pan Material Stabilizer Panels - stainless steel, painted to match lower body color	1

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Line	Option	Type	Option Description	Qty
393	0809973		Doors, Stabilizer Control Box, Controls Each Side MUX Aerials Latch, Door, Storage - Southco C2 Chrome Raised Hinge Location - Outboard Door, Material & Finish, Stabilizer - Smooth aluminum	
394	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
395	0624678		Hydraulic System, Ascendant Single Axle	1
396	0615180		Swivels, w/Encoder, ASL Single Axle, (28 Collector Rings)	1
397	0805188		Electrical System, ASL Single Axle, MUX, 10/8 Cable	1
398	0804781		Aerial Scene Lts Separated into Aerial Tip Category and Aerial Tracking Category	1
399	0807388		Lights, Tip, HiViz FT-WL-X-5-**-*, 2lts Color, Lt Housing HiViz - Black Housing Scene Lt Optics LH Fly - Flood Left Scene Lt Optics RH Fly - Flood Right	1
400	0764346		Lights, Tracking, HiViz FT-WL-X-9-* LED, 2lts Location, Sw, Arl DC Lts - m) 2 locations Color, Lt Housing HiViz - Black Scene Lt Optics LH Base - Left Spot Scene Lt Optics RH Base - Right Spot	1
401	0653677		Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid, Fly Control, Aerial Rung Lighting - Turntable Sw w/Master Batt Sw Color, Lt Aerial Fly Sect - Red Color, Lt Aerial Base Sect - Red Color, Lt Aerial Lower Mid Sect - Red Color, Lt Aerial Upper Mid Sect - Red	1
402	0895652	SP	Lights, Stabilizer Warn (1) Set, Wln M6**, Lw Int Color, Lens, LED's - Clear Color, Trim - Chrome Trim Color, Lt Stabilzr Pan, LS Rear - Red Color, Lt Stabilzr Pan, RS Rear - Red	1
403	0617469		Lights, Wln T0R00FRR LED 2", Stabilizer Beam (1) Set, Ascendant	1
404	0768550		Lights, Stabilizer Scene, Amdor AY-LB-12HW012, 12", 3lts LED, Ascendant Single	1
405	0006929		Not Required, 120v To Tip	1
406	0006920		Intercom, 2-Way Atkinson (PAL)	1
407	0540895		Not Required, Breathing Air to Tip, Aerial Ladder	1
408	0024742		Not Required, Mask, Breathing Air To Tip	1
409	0610887		Aerial Pedestal, Ascendant Single Axle	1
410	0604457		Lifting Eye Assembly, Rope Rescue Attachment, ASL, LSL	1
411	0530826		Turntable Access, ManSaver Bars, Yellow	1
412	0624672		Waterway, High Flow, 1500 GPM, ASL	1
413	0729475		Monitor, Akron 3486 StreamMaster II Electric, Extended Vertical Travel, w/ManualAVM Nozzle, Monitor 1 PAL - Akron 5178 Electric 1500 gpm Location, Valve - Akron S2 left side discharge	1
414	0010758		Flow Meter, Waterway, PAL, 110' Ascendant, MUX	1
415	0624671		Inlet, 5.00" w/5.00" Aluminum, Plumbing at Rear, w/Pump, Ascendant Single Axle	1
416	0673128		Quick-Lock Waterway Locking System, 100' HDL, 105' HDL, ASL	1
417	0047897		Tools, Aerial	1
418	0559494		Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL	1
419	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
420	0047021		Reflective Emergency Triangles, Set of Three Qty, - 1	1
421	0816502		NFPA Required Loose Equipment, Quint, NFPA/ULC 2024, Provided by Fire Dept	1
422	0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	1
423	0027023		No Strainer Required	1
424	0533246		Extinguisher, 20 lb Dry Chemical Qty, Extinguishers - 1	1
425	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
426	0007482		Not Required, Crowbars	1
427	0007484		Not Required, Claw Tools	1
428	0816998		Axe, Flathead, Provided by Fire Department	1
429	0817000		Axe, Pickhead, Provided by Fire Department	1
430	0007494		Not Required, Sledgehammers	1

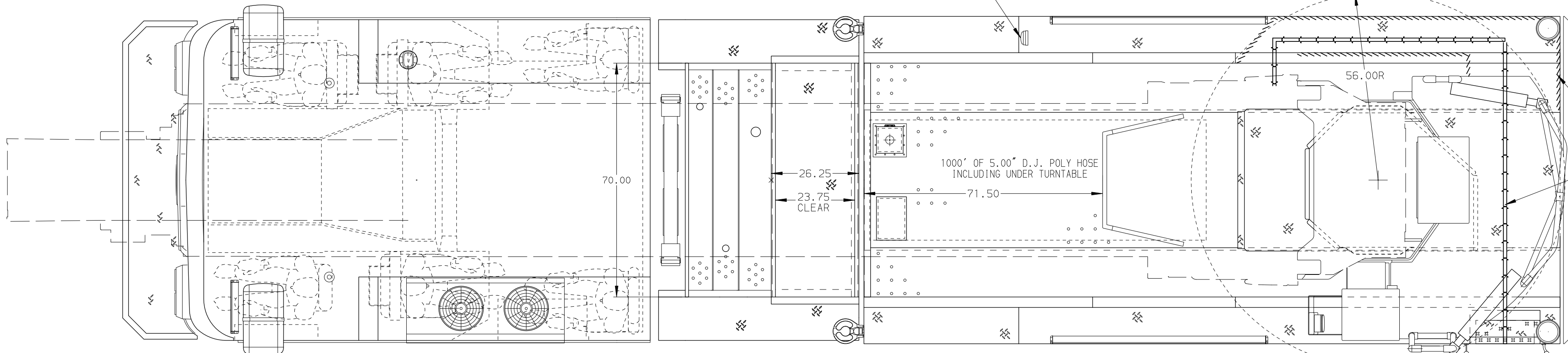
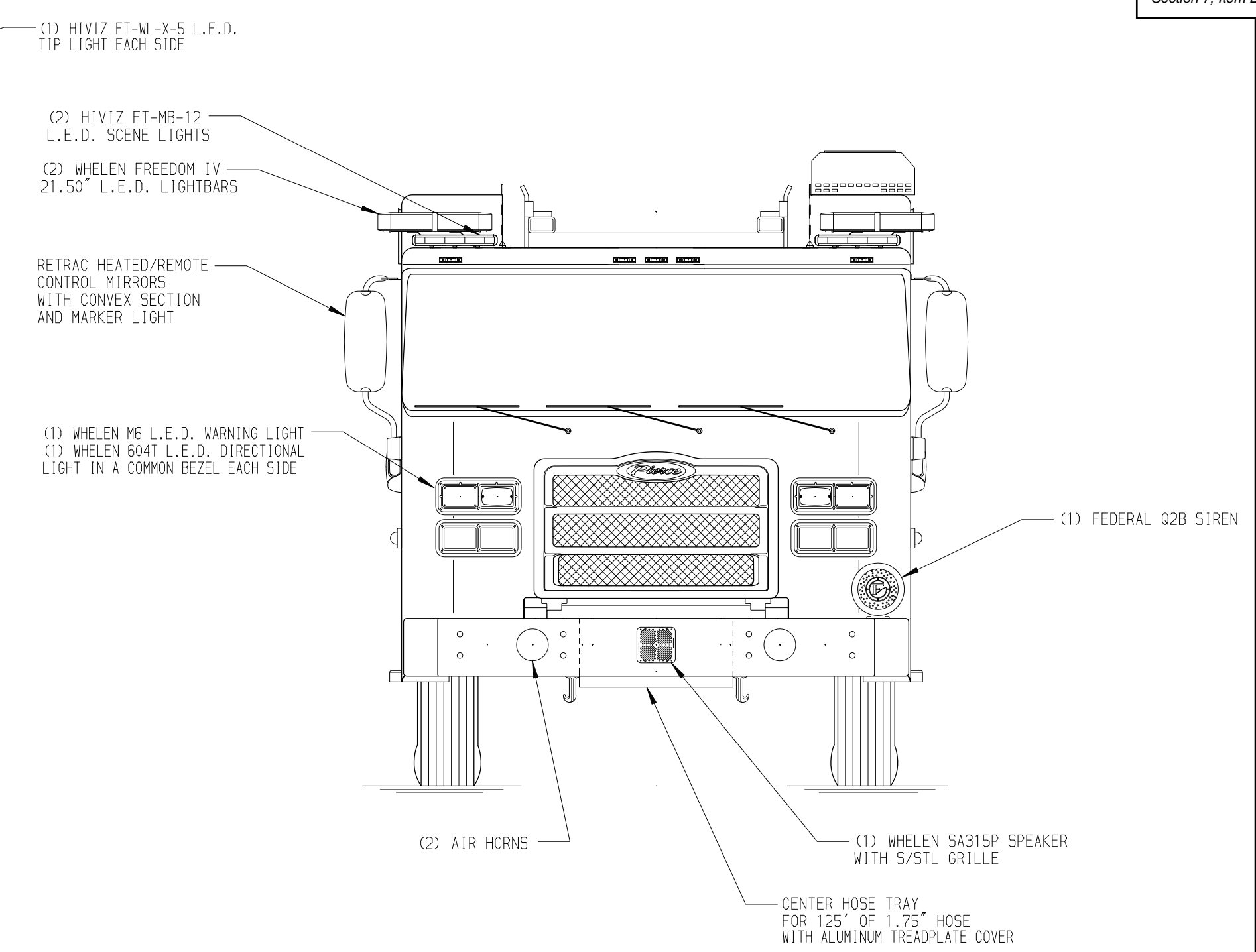
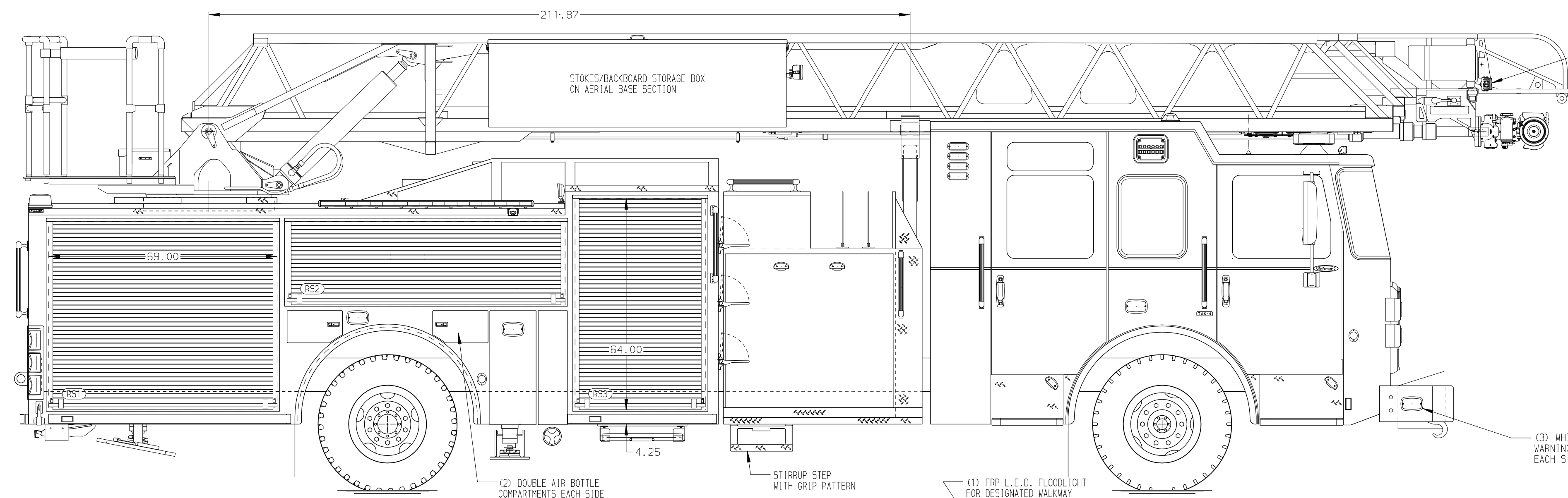
Section 7, Item B.

Line	Option	Type	Option Description	Qty
431	0741569		Paint Process / Environmental Requirements, Appleton	
432	0709567		Paint, Single Color, Enforcer	
			Paint Color, Cab - #90 Red	
433	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
434	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Gloss Black	
435	0693797		No Paint Required, Aluminum Front Wheels	1
436	0693792		No Paint Required, Aluminum Rear Wheels	1
437	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
438	0007230		Compartment, Painted, Spatter Gray	1
439	0792617		Aerial Ladder Paint, ASL-Single Axle, E-Coat	1
			Paint Color, Aerial Device - Black 101	
			Paint Color, Egress - #90 Red	
			Paint Color, Turntable - Black 101 zinc rich	
			Paint Color, Boom Support - black 101	
			Paint Color, Cylinders - black 101	
			Paint Color, Aerial Control Console - black 101	
440	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - i) gold	
			Color, Reflect Band - B - p) black	
			Color, Reflect Band - C - ze) gold	
441	0007356		Reflective across Cab Face	1
442	0624670		Stripe, Chevron, Rear, Diamond Grade, Aerial, Ascendant Single Axle	1
			Color, Rear Chevron DG - fluorescent yellow green	
443	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
444	0073811		Folded "Z" Ribbon in Reflective Stripe, Pair	1
			Location - front body compartment, one each side.	
			Qty, - 1	
445	0017359		Stripe, Black Outline, Vinyl on Reflective Band	2
			Qty, - 02	
446	0593225		Stripe, Reflective, Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
447	0027286		Not Required, Lettering Specs	1
448	0007472		[Lettering not Requested]	1
449	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
450	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
451	0772065		Manual, Chassis Operation, (2) USB Flash Drives, Custom	1
452	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
453	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
454	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
455	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
456	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
457	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
458	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
459	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
460	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
461	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
462	0695416		Warranty, Pierce Camera System, WA0188	1
463	0708760		Warranty, Not Applicable, LED Strip Lights	1
464	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
465	0685945		Warranty, Transmission Cooler, WA0216	1
466	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
467	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
468	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
469	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
470	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
471	0641372		Warranty, Foam System, Not Available	1

Section 7, Item B.

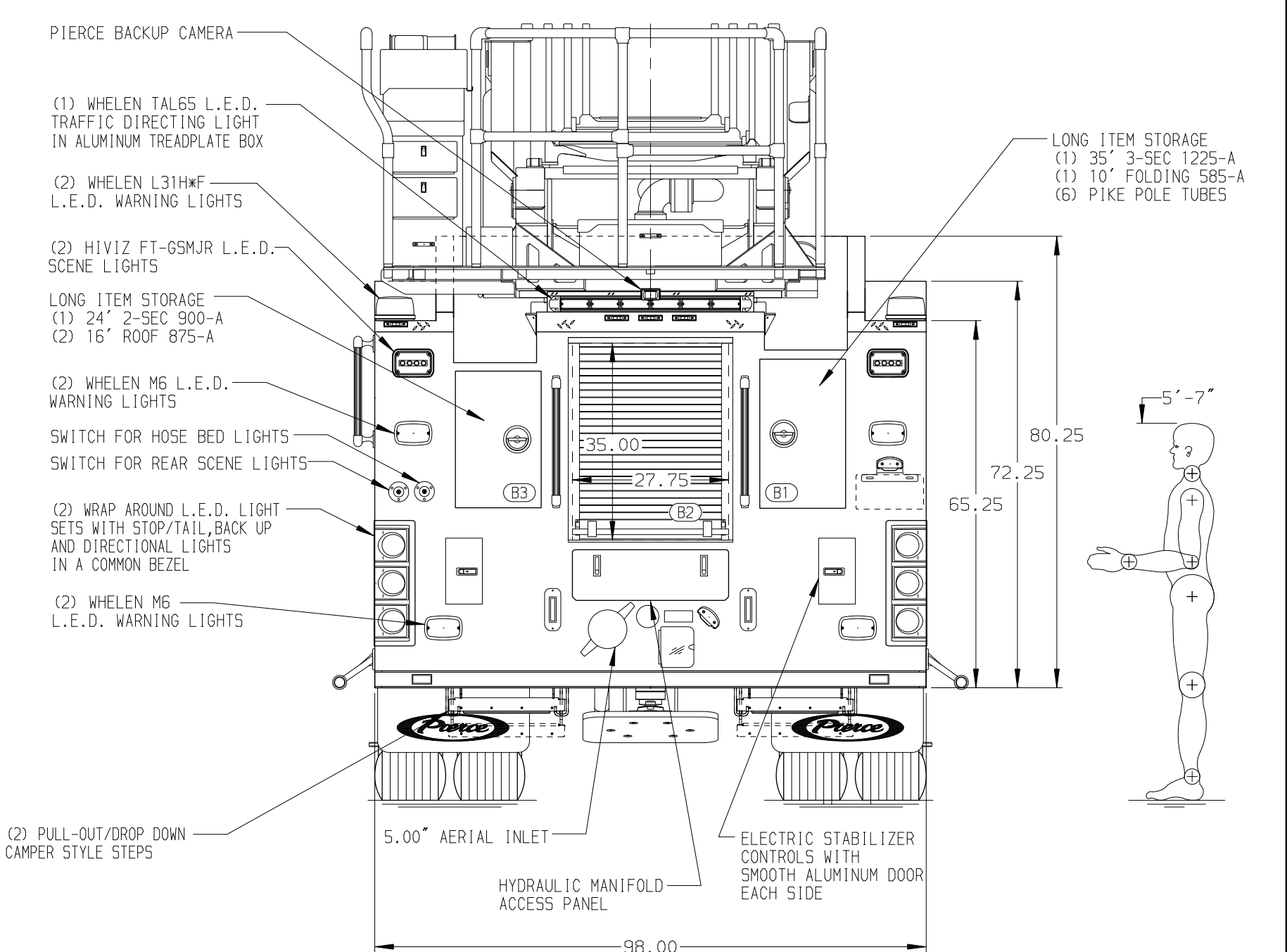
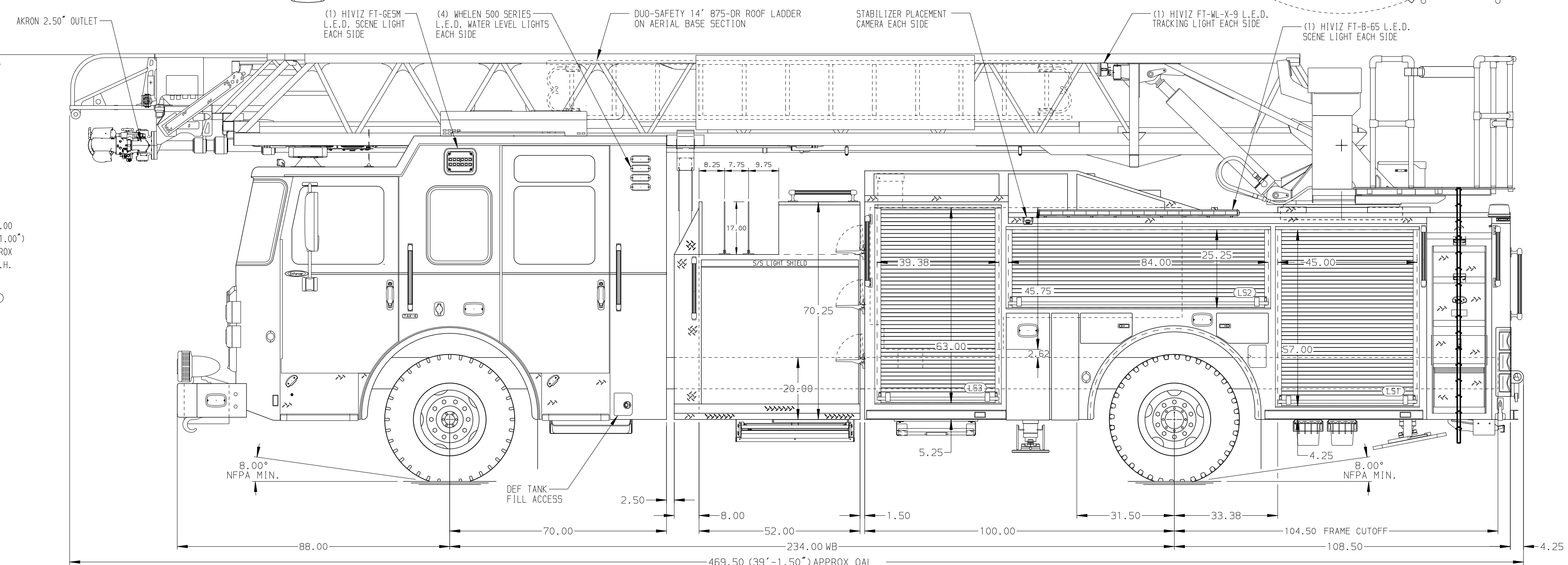
Line	Option	Type	Option Description	Qty
472	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	
473	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	
474	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
475	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
476	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
477	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
478	0593921		Not Required, Warranty, No Lettering	1
479	0819254		Certification, Vehicle Stability, CD0196	1
480	0807819		Certification, Engine Installation, Enf, Paccar MX13, 2024	1
481	0686786		Certification, Power Steering, CD0098	1
482	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
483	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
484	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
485	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
486	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
487	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
488	0545073		Amp Draw Report, NFPA Current Edition	1
489	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
490	0799247		Appleton/Florida Stock Unit	1
491	0000049		Ascendant BODY	1
492	0000012		PIERCE CHASSIS	1
493	0735525		PACCAR MX13 ENGINE	1
494	0046396		EVS 4000 Series TRANSMISSION	1
495	0020011		WATEROUS PUMP	1
496	0020009		POLY TANK	1
497	0028048		FOAM SYSTEM	1
498	0020006		SIDE CONTROL	1
499	0020007		AKRON VALVES	1
500	0020015		ABS SYSTEM	1
501	0658751		PUMPER BASE	1

Section 7, Item B.



SURFACE DESIGNATION AND PATHWAY MARKINGS

BODY	WATER TANK
107' ASL Aluminum Body	500 Gallon Poly Water Tank
COMPT, LEFT SIDE FRONT	Foam System
Full Height RollUp Forward	Plumbing for Future Husky Foam System
COMPT, LEFT SIDE REAR	Foam Cell
Full Height RollUp Rearward	20 Gallon Foam Cell, Non Reduced Water
COMPT, RIGHT SIDE FRONT	
Full Height RollUp Forward	
COMPT, RIGHT SIDE REAR	
Full Height RollUp Rearward	



CHASSIS	CAB	AXLE, FRONT, CUSTOM	TRANSMISSION	PUMPHOUSE	CROSSLAYS, 1.50"	SPEEDLAYS	SAFETY	CUSTOMER APPROVAL	Pierce MANUFACTURING INC.		JOB NO.
Enforcer Chassis	7010 Enforcer Notched Cab	22,800 Lb TAK-4 Axle	Allison 6th Gen, 4000 EV5 P	52" Control Zone Side Mount PUMP	(2) 1.50" Standard Capacity	Speedlays Not Required	Side Roll and Frontal Impact Protection	APPROVED BY: _____			43663
ENGINE	BUMPER	AXLE, REAR		PUMP	CROSSLAYS, 2.50"	GENERATOR		DATE: _____			SCALE
510 HP Paccor MX13 Engine	19" Extended Painted Steel	33,500 Lb Meritor Axle		2000 GPM Watertous CSU	(1) 2.50" Standard Capacity	Generator Not Required			1:24	09DEC24	
NOTE	1. SHORELINE RECEPTACLE WITH KUSSMALL SUPER AUTO-EJECT LOCATED ON DRIVER SIDE OF THE CAB		11. TWO RECEPTACLE STRIPS LOCATED PER ORDER						TITLE	DRAWN BY	
DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION. MINOR DETAILS NOT SHOWN.	2. AIR INLET WITH DISCONNECT COUPLING LOCATED FORWARD IN THE DRIVER SIDE STEPWELL		12. ONE SWING-OUT TOOLBOARD LOCATED IN COMPARTMENT PER ORDER						FOR	LWE	
	3. BATTERY CHARGER LOCATED BEHIND DRIVERS SEAT		13. ONE VERTICAL PARTITION LOCATED IN COMPARTMENT PER ORDER						PIERCE	09DEC24	
	4. BATTERY CHARGE INDICATOR LOCATED PER ORDER		14. ONE BACK WALL MOUNTED PEGBOARD LOCATED IN COMPARTMENT PER ORDER						MODEL	CHECKED BY	
	5. ONE 1.50" OUTLET WITH 2.00" PIPING AND SWIVEL LOCATED IN CENTER BUMPER TRAY		15. 1500 GPM HIGH FLOW WATERWAY						ENFORCER	AST	
	6. SIX ADJUSTABLE SHELVES LOCATED IN COMPARTMENTS PER ORDER		16. LIMITED RETRACTION NOT REQUIRED						DWG NO.	10DEC24	
	7. THREE FLOOR MOUNTED SLIDE-OUT TRAYS LOCATED IN COMPARTMENTS PER ORDER		17. MOUNTING PROVISIONS FOR FRONT INLET						43663AD	SHEET SIZE	
	8. ONE CTECH CABINET LOCATED IN COMPARTMENT PER ORDER		18. RING LIGHTING ON AERIAL LADDER							SHEET NO.	
	9. ONE RECEPTACLE LOCATED IN COMPARTMENT PER ORDER									1 OF 1	
	10. DUAL L.E.D. LIGHT STRIPS LOCATED IN COMPARTMENTS PER ORDER									247	



CITY OF LABELLE, FLORIDA

**Planning Staff Report
For
Fordson Church Variance**

TYPE OF CASE: Variance

STAFF REVIEWER: Patty Kulak

DATE: February 13, 2025

APPLICANT: K + B Commercial Rental c/o Jerry Blocker

AGENT: Same as Applicant

REQUEST: Allow for a reduction in the number of required off-street parking spaces at the subject property located at 359 West Hickpochee Avenue.

LOCATION: 359 West Hickpochee Avenue

PROPERTY SIZE: 7,000 square feet

FUTURE LAND USE DESIGNATION, CURRENT ZONING AND LAND USE:

Existing Future Land Use Designation: Commercial

Existing Zoning: Business (B-2)

Land Use: Commercial/Retail

SURROUNDING LAND USE:

North: FLU – Commercial
Zoning – Business (B-2)
Land Use – Commercial/Retail

South: FLU – Public
Zoning – Public Service (PS)
Land Use – Dentist office

East: FLU – Commercial
Zoning – Business (B-2)
Land Use – Commercial/Retail

West: FLU – Commercial

Zoning – Business (B-2)
Land Use – Commercial/Retail

STAFF NARRATIVE:

The property owner is seeking a variance to allow a reduction in the required off-street parking spaces for the existing commercial building located at 359 West Hickpochee Avenue. The Land Development Code (LDC) Section 4-85 establishes a minimum parking requirement of one (1) parking space per 400 square feet of sales floor area. Based on the total floor area of 7,000 square feet, the LDC requires a minimum of 17.5 parking spaces. The property currently provides five (5) standard parking spaces and one (1) handicap-accessible space, for a total of six (6) spaces.

The subject property was originally developed in 1985 as a furniture and appliance store, operating as Blocker's Furniture. Approximately two years ago, the site was leased to an arcade, which has since ceased operations due to code violations. The property owner has now re-leased the building to a furniture and appliance sales business.

The previously issued Business Tax Receipt (BTR) for the arcade included a condition limiting the sales floor area to no more than 2,000 square feet to ensure compliance with the existing parking availability. The property owner is requesting a variance to allow the full 7,000 square feet of sales floor area to be utilized without the need to provide additional parking beyond the six (6) existing spaces.

The applicant has owned the property since its original development in 1985 and asserts that the available parking will be sufficient to serve the proposed use without negatively impacting surrounding businesses or residential properties. Given the historical use of the building as a furniture and appliance store, the applicant maintains that the variance will not create undue congestion or burden on adjacent properties. Furthermore, the majority of the floor area will be used for display of relatively large merchandise. Thus, the square footage doesn't directly contribute to human occupancy (the key driver of parking demand) due to the nature of the furniture store use/size of the type of goods offered for sale.

The variance request was circulated for review and received no objections from Hendry County Planning and Zoning, AIM Engineering, Water/Sewer Utilities, or Fire Services.

Should the variance be approved, the applicant will be required to update the Business Tax Receipt to reflect the revised sales floor area and comply with any additional conditions imposed by the City of LaBelle.

VARIANCE REVIEW CRITERIA:

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

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

The property was developed in 1985, predating current regulations, and site constraints prevent adding more spaces. Unlike other properties in the district, it has historically operated with similar large good retail uses without issue. Furniture and appliance sales generate lower parking demand, and the variance would allow full use of the building

without impacting adjacent businesses. It is also noted furniture stores typically generate lower turnover parking, when compared to “small goods” retailers like convenience stores, food stores, etc.

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

The property was developed prior to current parking regulations, and strict enforcement would limit the tenant's ability to utilize the full 7,000 square feet of sales area, significantly restricting business operations. The existing parking constraints are a result of the original site design, making compliance impractical without substantial modifications that would be cost-prohibitive and potentially detrimental to the property's viability. Granting the variance would allow the business to operate as originally intended without creating adverse impacts on surrounding properties.

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

The variance will not be injurious to the surrounding neighborhood or incompatible with adjacent uses. The property has historically operated as a furniture and appliance store, a low-traffic commercial use that does not generate significant parking demand. The proposed variance would allow the business to utilize its full sales floor area without altering existing site conditions or negatively impacting nearby businesses. Additionally, no objections have been raised by reviewing agencies, and staff finds that the request is consistent with the character of the area.

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

The need for this variance arises from the property's original development in 1985, prior to the adoption of current parking regulations. The existing site constraints prevent the addition of more parking spaces, and strict enforcement of the parking requirement would significantly limit the functional use of the building. The conditions leading to this request were not created by the current owner but are a result of regulatory changes over time. Approval of the variance would allow the business to fully utilize the property as originally intended, without negatively impacting surrounding properties.

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

The requested variance is the minimum modification necessary to allow the full use of the existing 7,000-square-foot sales area without requiring additional parking that cannot

be reasonably accommodated on-site. The business has historically operated with limited parking, and the proposed variance ensures compliance while maintaining the functionality of the property. No physical expansion or site alterations are proposed, making this the least intrusive solution to address the parking requirement.

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

The requested variance to allow the full use of the 7,000-square-foot sales area without requiring additional parking does not confer any special privilege unavailable to other properties under similar conditions. The property was developed prior to current parking regulations, and the variance request seeks to address an inherent site constraint rather than gain an unfair advantage. Similar variances can be considered for properties facing comparable limitations due to historical development patterns, ensuring that longstanding businesses can continue operating without undue hardship.

STAFF RECOMMENDATION

Staff recommends APPROVAL subject to the following conditions:

- 1. The variance request applies to the property described in Exhibit 'A'.
- 2. The variance only applies for the explicit furniture store use. No other uses are authorized for a parking reduction under this approval.

SUGGESTED MOTION(S):

APPROVAL:

I make a motion to approve the Variance request at 359 West Hickpochee Avenue.

APPROVAL WITH CONDITIONS:

I make a motion to approve the Variance request at 805 and 813 Fordson Avenue, with the following condition(s):

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

DENIAL:

I make a motion to deny the Variance request at 359 West Hickpochee Avenue. The request does not meet the Variance criteria:

LOCATION MAP



STREET VIEW



EXHIBIT A

LOTS 3, 4 AND 5, PLUS THE EAST 2 FEET OF LOT 2 AND PLUS THE WEST 2 FEET OF LOT 6, ALL IN LABELLE ADAIRS ADDITION TO BELMONT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 20, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, LESS STATE ROAD 80 RIGHT-OF-WAY.

**CITY OF LABELLE
RESOLUTION 2025-01
J. BLOCKER PARKING VARIANCE**

A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, ALLOWING FOR A VARIANCE FROM THE REQUIREMENTS FOR OFF-STREET PARKING REGULATIONS ESTABLISHED IN THE LAND DEVELOPMENT CODE SECTION 4-85, TO ALLOW FOR A REDUCTION IN THE NUMBER OF PARKING SPACES REQUIRED AT THE SUBJECT PROPERTY LOCATED AT 359 WEST HICKPOCHEE AVENUE; IN THE CITY OF LABELLE, FLORIDA; PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, K_+ B Commercial Rentals #2 LLC, the Applicant, has filed a Variance application to allow a reduction in the number of required off-street parking spaces at the subject property in the Business (B-2) zoning district on the subject property located at 359 West Hickpochee Avenue; and,

WHEREAS, a duly advertised public hearing was held on February 13, 2025 before the City of LaBelle City Commission; and,

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

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

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

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

Section 2. The above-mentioned request is hereby granted to allow for a variance to allow a reduction in the number of required off-street parking spaces at the subject property located at 359 West Hickpochee Avenue in the Business (B-2) zoning district , City of LaBelle, Florida, subject to the following conditions:

- 1. The variance request applies to the property described in Exhibit ‘A’.
- 2. The variance only applies for the explicit furniture store use. No other uses are authorized for a parking reduction under this approval.

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

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51 **Section 4. Effective Date.** This Resolution shall become effective immediately upon its
52 adoption.
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PASSED AND ADOPTED in regular session this _____ day of _____,
2025.

THE CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

Attest: _____
Tijauna Warner, Deputy City Clerk

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

By: _____
Derek Rooney, City Attorney

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

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**EXHIBIT A
LEGAL DESCRIPTION**

LOTS 3, 4 AND 5, PLUS THE EAST 2 FEET OF LOT 2 AND PLUS THE WEST 2 FEET OF LOT 6, ALL IN LABELLE ADAIRS ADDITION TO BELMONT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 20, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, LESS STATE ROAD 80 RIGHT-OF-WAY.