

# CITY OF LABELLE



## AGENDA

### **Regular Commission Meeting**

Thursday, October 24, 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

## Agenda

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Roll Call**
4. **Presentations**
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 September Check Register**

**B. Approval of Minutes:**

- September 12, 2024 LPA Meeting Minutes
- September 12, 2024 City Commission Meeting Minutes
- September 13, 2024 Tentative Budget Hearing Meeting Minutes
- September 27, 2024 City Commission Workshop Minutes
- September 27, 2024 Final Budget Hearing Meeting Minutes

**C. Approval of Staff Reports:**

- HCSO- Lt. Hudson
- Fire Department- Chief 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. RESOLUTION 2024-25 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA RATIFYING THE DECLARED STATE OF LOCAL EMERGENCY WHICH PROVIDED FOR EMERGENCY GOVERNMENTAL OPERATIONS RELATED TO HURRICANE HELENE; AND PROVIDING AN EFFECTIVE DATE.**

**E. RESOLUTION 2024-26 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, APPROVING SIGNATORIES FOR VARIOUS BANK ACCOUNTS OF THE CITY OF LABELLE AT FIRST BANK; FURTHER AUTHORIZING CITY OFFICIALS TO EXECUTE ALL NECESSARY DOCUMENTS WITH FIRST BANK; PROVIDING AN EFFECTIVE DATE.**

- [F.](#) RESOLUTION 2024-27 A RESOLUTION OF THE CITY OF LABELLE, FLORIDA DECLARING CERTAIN REAL PROPERTY AS SURPLUS AND AUTHORIZING THE MAYOR TO DISPOSE OF SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.
- [G.](#) Engineering Proposal for Citrus Street Wastewater Treatment Plant Upgrades
- [H.](#) LaBelle Clean Water Facility Plan SAHFI Amendment Proposal
- [I.](#) LaBelle Drinking Water Facility Plan SAHFI Amendment Proposal
- [J.](#) LaBelle Clean Water Fiscal Solutions SAHFI Amendment Proposal
- [K.](#) LaBelle Drinking Water Fiscal Solutions SAHFI Amendment Proposal
- [L.](#) Forrey Park - Steven Lynn, Director of Parks & Recreation
- [M.](#) Tetra Tech Master Services Agreement RFQ 2024-02
- [N.](#) Woodard & Curran Master Services Agreement RFQ 2024-02
- [O.](#) WWTF Emergency Upgrades Recommendation of Award
- [P.](#) LaBelle Septic to Sewer Phases G-H-I
- [Q.](#) Hendry County School District and Community Signage
- [R.](#) LaBelle DW260390 SAHFI Drinking Water Agreement (*addition*)
- [S.](#) Consent for Mayor to Sign LaBelle SAHFI Clean Water Agreement (*addition*)
- [T.](#) DEP Agreement WG037 Change Order No. 2 (*addition*)

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

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

- [A.](#) 2025 Legislative Priorities
- [B.](#) Discussion Marijuana Ordinance
- [C.](#) Discussion Tree Height Ordinance
- [D.](#) Compliance Update, Audit Update, & Financial Reporting - Lilly Davenport, Finance Director

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

- [A.](#) ORDINANCE 2024 - 07 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CITY OF LABELLE LAND DEVELOPMENT CODE, CHAPTER 4, ARTICLE IV, SECTON 4.71; AMENDING REGULATIONS RELATING TO THE DOWNTOWN BUSINESS DISTRICT; PROVIDING FOR RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.
- [B.](#) ORDINANCE 2024 - 08 (*second reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, ADOPTING AN OFFICIAL CITY SEAL; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORIZATION OF USE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.
- [C.](#) ORDINANCE 2024 - 09 (*second reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; RELATING TO SCHOOL ZONE ENFORCEMENT WITHIN THE CITY OF LABELLE; AMENDING THE CITY OF LABELLE CODE, CHAPTER 12, CREATING A NEW

ARTICLE IV, SCHOOL ZONES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

**D.** ORDINANCE 2024-10 AN (*first reading*) ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2022-03 FOR THE OLD GROVE PLANNED UNIT DEVELOPMENT (AKA OAKBROOKE LAKE) LOCATED NORTH OF HELMS ROAD, SOUTH OF COWBOY WAY, AND ¾ MILES WEST OF STATE ROAD 29, CITY OF LABELLE, HENDRY COUNTY, FLORIDA; AMENDING THE CONDITIONS AND SCHEDULE OF USES; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**E.** ORDINANCE 2024-11 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 56+/-ACRE PROPERTY LOCATED IMMEDIATELY EAST OF DR. MARTIN LUTHER KING JR. BLVD. AND SOUTH OF STATE ROAD 80; AMENDING THE ZONING DISTRICT FROM AGRICULTURE (AG), SINGLE FAMILY-LOW DENSITY (R-1A), AND SINGLE-FAMILY MEDIUM DENSITY (R-1) 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.

**F.** Rate Increases 80% Sewer and 50% Water

**8. Public Comment on Non-Agenda Items**

*(Limited to 3 minutes per person)*

**9. City Related Business by Commissioners**

- A. Commissioner Akin
- B. Commissioner Ratica
- C. Commissioner Spratt
- D.** Commissioner Vargas - Single Family Zoning Permit
- E. Mayor Wilkins

**10. Adjournment**

**Upcoming Meetings:**

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

**City of Labelle Office Closures:**

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**Meeting Records Request**

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



**Notice of Commission Meetings and Agendas**

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

**Americans with Disabilities Act**

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

Range of Checking Accts: GEN FUND POOLED to UTILITY POOLED Range of Check Dates: 09/01/24 to 09/30/24  
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					
1487	09/04/24	BCSI BUILDERS CHOICE SUPPLY INC	28.34		9221
1488	09/04/24	CENTR005 CENTRAL FL EXPRESSWAY AUTH	7.82		9221
1489	09/04/24	CSOTO CYNTHIA SOTO	100.00		9221
1490	09/04/24	DRFI DIAMOND R FERTILIZER CO. INC	98.56		9221
1491	09/04/24	FPL FLORIDA POWER & LIGHT	26.68		9221
1492	09/04/24	ISBC IPITOMY SMARTER BUSINESS COMMU	75.76		9221
1493	09/04/24	KME KENNY GLISSON	25.00		9221
1494	09/04/24	PBGFS PITNEY BOWES GLOBAL FINANCIAL	145.71		9221
1495	09/04/24	TUPSS THE UPS STORE	143.83		9221
1496	09/04/24	UNWAYLEE UNITED WAY OF LEE COUNTY	30.00		9221
1497	09/04/24	AAPE AACTION POWER EQUIPMENT LLC	355.12		9224 Direct Deposit
1498	09/04/24	AMACS AMAZON CAPITAL SERVICES	369.22		9224 Direct Deposit
1499	09/04/24	CQL CAPTAINS QUICK LUBE	100.00		9224 Direct Deposit
1500	09/04/24	CULL CULLIGAN WATER	175.56		9224 Direct Deposit
1501	09/04/24	DOBBS005 DOBBS EQUIPMENT LLC	130,945.98		9224 Direct Deposit
1502	09/04/24	INM INDEPENDENT NEWSMEDIA INC USA	222.50		9224 Direct Deposit
1503	09/04/24	LDRC LABELLE DOWNTOWN	1,741.00		9224 Direct Deposit
1504	09/04/24	LILLI005 LILLIAN M DAVENPORT	4,295.08		9224 Direct Deposit
1505	09/04/24	ODP ODP BUSINESS SOLUTIONS, LLC	31.40		9224 Direct Deposit
1506	09/04/24	RGI RANDY'S GARAGE, INC.	125.00		9224 Direct Deposit
1507	09/04/24	FRS FLORIDA RETIREMENT SYSTEM	23,636.17		9226
1486	09/06/24	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9220
1589	09/06/24	FDOR FLORIDA DEPT OF REVENUE	517.50		9248
1509	09/11/24	ALLSTATE AMERICAN HERITAGE LIFE INS CO	1,584.20		9229
1510	09/11/24	AZ AUTO ZONE	1,686.44		9229
1511	09/11/24	CLINK CENTURYLINK	50.10		9229
1512	09/11/24	COLW2 CITY OF LABELLE WATER AND SANI	2,493.21		9229
1513	09/11/24	FMPT FL MUNICIPAL PENSION TRUST FND	14,269.69		9229
1514	09/11/24	LCBOCC LEE COUNTY SOLID WASTE	105.04		9229
1515	09/11/24	LEGALSH LEGAL SHIELD	73.75		9229
1516	09/11/24	MCS MONRO COMMERCIAL SOLUTIONS	929.62		9229
1517	09/11/24	NNA NATIONAL NOTARY ASSOCIATION	71.00		9229
1518	09/11/24	PHILLIPS PHILLIPS A/C & HEATING SERVICE	404.00		9229
1519	09/11/24	ROSAR005 ROSARIO SAUCEDO DUARTE	500.00		9229
1520	09/11/24	SHRED SHRED-IT USA	120.92		9229
1521	09/11/24	TEXTM005 TEXT MY GOV	4,500.00		9229
1522	09/11/24	WD SOUTHERN GROCERS LLC	333.95		9229
1523	09/11/24	AAPE AACTION POWER EQUIPMENT LLC	425.91		9232 Direct Deposit
1524	09/11/24	AMACS AMAZON CAPITAL SERVICES	2,249.28		9232 Direct Deposit
1525	09/11/24	BSS BUSINESS SERVICES & SOLUTIONS	261.00		9232 Direct Deposit
1526	09/11/24	IMPER005 IMPERIAL BAG & PAPER	587.70		9232 Direct Deposit
1527	09/11/24	LILLI005 LILLIAN M DAVENPORT	3,060.00		9232 Direct Deposit
1528	09/11/24	PRM PUBLIC RISK MANAGEMENT	41,681.19		9232 Direct Deposit
1529	09/11/24	PTLLC PROTECTED TRUST LLC	1,983.65		9232 Direct Deposit
1530	09/11/24	SSW SHARON SANDERS WHITE	110.00		9232 Direct Deposit
1531	09/11/24	THEMA005 THE MAKER'S MOTIF INC.	945.00		9232 Direct Deposit
1508	09/13/24	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9228
1532	09/16/24	COLW CITY OF LABELLE, WATER & SANIT	2,632.03		9234
1534	09/19/24	AAP ADVANCE AUTO PARTS	5,699.88		9236

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED	GENERAL FUND POOLED CASH	Continued			
1535	09/19/24	ABP ACCENT BUSINESS PRODUCTS	101.71		9236
1536	09/19/24	ATTM AT&T MOBILITY	523.02		9236
1537	09/19/24	BROWEL BROWN'S WELDING LLC	1,310.00		9236
1538	09/19/24	BSA BRIDGE STREET AUTO PARTS	771.48		9236
1539	09/19/24	CIC CHANNEL INNOVATIONS CORP.	445.00		9236
1540	09/19/24	COMCAST COMCAST	219.90		9236
1541	09/19/24	CTTF COUNTY TRANSPORTATION TRST FND	5,956.05		9236
1542	09/19/24	DEREKSD DEREK'S DETAILING & PRESSURE	150.00		9236
1543	09/19/24	FPL FLORIDA POWER & LIGHT	130.18		9236
1544	09/19/24	HCCOC HENDRY COUNTY CLERK OF COURT	40.00		9236
1545	09/19/24	KME KENNY GLISSON	20.00		9236
1546	09/19/24	PALMB005 PALM BEACH COUNTY MUNICIPAL	41.00		9236
1547	09/19/24	PARRISH PARRISH CATERING COMPANY LLC	400.00		9236
1548	09/19/24	PHILLIPS PHILLIPS A/C & HEATING SERVICE	215.00		9236
1549	09/19/24	VAH VISION ACE HARDWARE-LABELLE	580.36		9236
1550	09/19/24	WLMINC WOLFF'S LAWN MACHINES INC	36.99		9236
1551	09/19/24	WSC WINDMILL SPRINKLER CO., INC.	48.47		9236
1552	09/19/24	AAPE AACTION POWER EQUIPMENT LLC	584.86		9238 Direct Deposit
1553	09/19/24	AES AIM ENGINEERING & SURVEYING	3,651.47		9238 Direct Deposit
1554	09/19/24	AMACS AMAZON CAPITAL SERVICES	102.37		9238 Direct Deposit
1555	09/19/24	CQL CAPTAINS QUICK LUBE	49.95		9238 Direct Deposit
1556	09/19/24	ECOPR005 ECO PRODUCT SYSTEMS, LLC	330.00		9238 Direct Deposit
1557	09/19/24	EVERG005 EVERGLADES EQUIPMENT GROUP	95.42		9238 Direct Deposit
1558	09/19/24	FITCH005 FITCH & ASSOCIATES	16,498.35		9238 Direct Deposit
1559	09/19/24	LILLI005 LILLIAN M DAVENPORT	4,252.58		9238 Direct Deposit
1560	09/19/24	RVE RVE, INC. D/B/A RVI	7,940.00		9238 Direct Deposit
1561	09/19/24	TERMAI TERRA MAINTENANCE CO	626.00		9238 Direct Deposit
1533	09/20/24	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9235
1562	09/27/24	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9240
1563	09/27/24	AFL AMERICAN FAMILY LIFE ASSR CO.	1,424.16		9242
1564	09/27/24	AGM ALMA GUADALUPE MADRID	500.00		9242
1565	09/27/24	ALLSTATE AMERICAN HERITAGE LIFE INS CO	249.76		9242
1566	09/27/24	CENTLINK CENTURYLINK	368.44		9242
1567	09/27/24	CLINK CENTURYLINK	648.67		9242
1568	09/27/24	FPL FLORIDA POWER & LIGHT	0.00	09/27/24 VOID	0
1569	09/27/24	FPL FLORIDA POWER & LIGHT	5,092.43		9242
1570	09/27/24	GAFS GREAT AMERICA FINANCIAL SVCS	345.96		9242
1571	09/27/24	HCOBCC HENDRY CO BOARD COUNTY COMM	652.50		9242
1572	09/27/24	HO HOMERO OLIVAREZ, JR	150.00		9242
1573	09/27/24	HOMDEF HOMETEAM PEST DEFENSE INC	213.00		9242
1574	09/27/24	HRCH HENDRY REGIONAL CORP. HEALTH	80.00		9242
1575	09/27/24	LNATL GLOBE LIFE	23.13		9242
1576	09/27/24	VISA VISA	1,787.13		9242
1577	09/27/24	AAPE AACTION POWER EQUIPMENT LLC	866.28		9244 Direct Deposit
1578	09/27/24	ASSOC005 ASSOCIATED SALES AND BAG CO	141.70		9244 Direct Deposit
1579	09/27/24	DEXI DEX IMAGING LLC	194.68		9244 Direct Deposit
1580	09/27/24	JOSHR JOSHUA RIMES	2,600.00		9244 Direct Deposit
1581	09/27/24	LILLI005 LILLIAN M DAVENPORT	4,358.83		9244 Direct Deposit
1582	09/27/24	MUNES MUNICIPAL EMERGENCY SERVICES	13,320.33		9244 Direct Deposit
1583	09/27/24	NP NEWS-PRESS	650.96		9244 Direct Deposit
1584	09/27/24	SFSLLC SUMMIT FIRE & SECURITY LLC	378.00		9244 Direct Deposit
1585	09/27/24	TFSLLC TEN-8 FIRE & SAFETY, LLC	1,060.06		9244 Direct Deposit
1586	09/27/24	WRMLLC WORLD RISK MANAGEMENT	682.00		9244 Direct Deposit

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num	
GEN FUND POOLED GENERAL FUND POOLED CASH						
Continued						
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks:	62	1	83,481.22	0.00
		Direct Deposit:	39	0	248,048.43	0.00
		Total:	101	1	331,529.65	0.00
UTILITY DEPOSIT Water Revenue Deposit						
2485	09/04/24	U-000127 BALLARD, MADISON NEVAEH	76.65		9223	
2486	09/11/24	U-000128 BEWRY, WILLIAM L	35.43		9231	
2487	09/11/24	U-000129 MUNOZ ESTATES LLC	93.77		9231	
2488	09/27/24	U-000130 JAISWAL, ANKIT AJAY	140.39		9241	
2489	09/27/24	U-000131 LOPEZ BRAVO, ELOIDA KARINA	40.16		9241	
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks:	5	0	386.40	0.00
		Direct Deposit:	0	0	0.00	0.00
		Total:	5	0	386.40	0.00
UTILITY POOLED UTILITY FUND POOLED CASH						
721	09/04/24	FPL FLORIDA POWER & LIGHT	92.06		9222	
722	09/04/24	ISBC IPITOMY SMARTER BUSINESS COMMU	18.96		9222	
723	09/04/24	PBGFS PITNEY BOWES GLOBAL FINANCIAL	48.57		9222	
724	09/04/24	UNIF UNIFIRST FIRST AID & SAFETY	226.95		9222	
725	09/04/24	AMACS AMAZON CAPITAL SERVICES	59.98		9225 Direct Deposit	
726	09/04/24	BMI BADGER METER INC.	84.28		9225 Direct Deposit	
727	09/04/24	CULL CULLIGAN WATER	7.69		9225 Direct Deposit	
728	09/04/24	KBPI K&B PUMP & ELECTRICAL, LLC	8,505.16		9225 Direct Deposit	
729	09/04/24	ODP ODP BUSINESS SOLUTIONS, LLC	39.89		9225 Direct Deposit	
730	09/04/24	WOODARD WOODARD & CURRAN INC	136,101.25		9225 Direct Deposit	
731	09/04/24	FRS FLORIDA RETIREMENT SYSTEM	4,714.64		9227	
732	09/11/24	COLW2 CITY OF LABELLE WATER AND SANI	1,373.41		9230	
733	09/11/24	CORE CORE & MAIN LP	22,323.88		9230	
734	09/11/24	LUMEN LUMEN	624.17		9230	
735	09/11/24	SHRED SHRED-IT USA	40.31		9230	
736	09/11/24	AMACS AMAZON CAPITAL SERVICES	229.99		9233 Direct Deposit	
737	09/11/24	PRM PUBLIC RISK MANAGEMENT	9,343.49		9233 Direct Deposit	
738	09/11/24	PTLLC PROTECTED TRUST LLC	411.50		9233 Direct Deposit	
739	09/19/24	ABP ACCENT BUSINESS PRODUCTS	96.27		9237	
740	09/19/24	ATTM AT&T MOBILITY	35.24		9237	
741	09/19/24	BROWEL BROWN'S WELDING LLC	6,400.00		9237	
742	09/19/24	BSA BRIDGE STREET AUTO PARTS	201.00		9237	
743	09/19/24	CTTF COUNTY TRANSPORTATION TRST FND	1,002.04		9237	
744	09/19/24	FPL FLORIDA POWER & LIGHT	890.42		9237	
745	09/19/24	HCOBCC HENDRY CO BOARD COUNTY COMM	1,141.12		9237	
746	09/19/24	VAH VISION ACE HARDWARE-LABELLE	122.32		9237	
747	09/19/24	WASTEC WASTE CONNECTIONS INC	85,560.60		9237	
748	09/19/24	WSC WINDMILL SPRINKLER CO., INC.	235.35		9237	
749	09/19/24	EVERG005 EVERGLADES EQUIPMENT GROUP	414.78		9239 Direct Deposit	
750	09/19/24	UTISOL UTILITY SOLUTIONS & AUTOMATION	25,473.42		9239 Direct Deposit	
751	09/27/24	CENTLINK CENTURYLINK	122.82		9243	
752	09/27/24	CLINK CENTURYLINK	20.08		9243	
753	09/27/24	FPL FLORIDA POWER & LIGHT	9,748.96		9243	
754	09/27/24	POL POSTMASTER - LABELLE, FL.	1,300.00		9243	
755	09/27/24	VISA VISA	664.96		9243	

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
756	09/27/24	KGAUSE KATHARINA GAUSE	100.00		9245 Direct Deposit
757	09/27/24	ODP ODP BUSINESS SOLUTIONS, LLC	544.28		9245 Direct Deposit

UTILITY POOLED UTILITY FUND POOLED CASH Continued

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	24	0	137,004.13	0.00
Direct Deposit:	13	0	181,315.71	0.00
Total:	37	0	318,319.84	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	91	1	220,871.75	0.00
Direct Deposit:	52	0	429,364.14	0.00
Total:	143	1	650,235.89	0.00

# CITY OF LABELLE



## MINUTES

### Local Planning Agency Meeting

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

LaBelle Commission Chambers  
481 West Hickpochee Avenue  
LaBelle, Florida 33935

#### **CITY COMMISSION:**

Julie C. Wilkins., Mayor  
Daniel Akin, Commissioner  
Jackie Ratica, Commissioner  
Bobbie Spratt, Commissioner  
Hugo Vargas, Commissioner

#### **ADMINISTRATION:**

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

## MINUTES

### 1. Call to Order

The meeting was called to order by Mayor Wilkins at 5:33 PM.

### 2. 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

### 3. Invocation and Pledge of Allegiance

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

### 4. New Business

*Patty read Ordinance 2024-07 into record and gave a brief explanation.*

A. ORDINANCE 2024 - 07 AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CITY OF LABELLE LAND DEVELOPMENT CODE, CHAPTER 4, ARTICLE IV, SECTON 4.71; AMENDING REGULATIONS RELATING TO THE DOWNTOWN BUSINESS DISTRICT; PROVIDING FOR RATIFICATION OF PRIOR ACTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

*Public Hearing Opened 5:44 PM*

*Public Hearing Closed 5:44 PM*

**Motion made by Commissioner Ratica to approve Ordinance 2024-07, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously (5-0). Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas**

### 5. Adjournment

**Motion made by Commissioner Ratica to adjourn the meeting, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously (5-0). 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 5:45 PM.

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

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

# CITY OF LABELLE



## MINUTES

### Regular Commission Meeting

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

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 5:45 PM.

**2. Invocation and 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. Presentations**

A. Project 447878-1 / SR 80 from North of Captain Hendry Drive to West of Forrey Drive - David Agacinski (Project Manager IV), Florida Department of Transportation, District One Southwest Area Office (SWAO)

*David Agacinski gave a brief discussion of Project 447878-1/SR.*

*Adeline Contrena (resident) commented on Project 447878-1 / SR 80.*

**Motion made by Commissioner Spratt, to approve removing and relocating the crosswalk, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously (5-0). Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas**

B. National Diaper Need Awareness Week Proclamation

*Mayor Wilkins presented the National Diaper Need Awareness Week Proclamation to Amanda Brunson, Community Engagement Director of Healthy Start Coalition of Southwest Florida, Inc.*

C. Honoring Mayor Julie C. Wilkins SWFLC President - Commissioner Jackie Ratica

*Commissioner Ratica presented a SWFLC plaque to Mayor Wilkins in recognition of her dedicated service.*

Alexis Crespo informed the commission that a notice regarding Old Grove PUD is forthcoming, and she aim to expedite the PUD to present it to the commission next month. She requested consideration of waiving the application fee for the school district. Given their timeline, she proposed conducting the first and second readings in November, with the Local Planning Agency (LPA) meeting scheduled for October.

Regular Commission Meeting  
September 12, 2024

## 5. Consent Agenda Items for Consideration

### A. Approval of August Check Register

### B. Approval of \*Month\* Minutes:

- August 1, 2024 Budget Workshop Minutes
- August 8, 2024 Budget Workshop Minutes
- August 8, 2024 City Commission Meeting Minutes
- August 15, 2024 Budget Workshop Minutes
- August 22, 2024 Budget Workshop Minutes

### C. Approval of Staff Reports:

- HCSO-Lieutenant Allen K. Hudson
- Fire Department-Brent Stevens
- Building Department-Mark Lynch
- Code Enforcement-Zane Mungillo
- Planning and Zoning-Alexis Crespo
- Finance-Lilly Davenport
- Public Works-Mitch Wills
- Woodard & Curran-Glenn Burden
- Four Waters Engineering-

D. Bad Debt Write-Off - Utility Billing - April Aguilar

E. PRM 2024-2025 Renewal Proposal - Human Resource - Lisa Awbrey

**Motion made by Commissioner Vargas to approve Consent Agenda Items without Item 5D (Bad Debt Write-Off), Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously (5-0).**

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

**Motion made by Commissioner Akin to approve Bad Debt Write-Off, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously (5-0).**

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

## 6. Public Hearings and/or Ordinances

- A. ORDINANCE 2024 - 08 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, ADOPTING AN OFFICIAL VILLAGE SEAL; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORIZATION OF USE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Derek Rooney read Ordinance 2024-08 title into the record and gave a brief explanation.

Commission consented to move Ordinance 2024-08 forward to second reading.

- B. ORDINANCE 2024 - 09 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; RELATING TO SCHOOL ZONE ENFORCEMENT WITHIN THE CITY OF LABELLE; AMENDING THE CITY OF LABELLE CODE, CHAPTER 12, CREATING A NEW ARTICLE IV, SCHOOL ZONES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Derek Rooney read Ordinance 2024-09 title into the record and gave a brief explanation.

Commission consented to move Ordinance 2024-09 forward to second reading.

- C. Rate Increases 80% Sewer and 50% Water

Item will be discussed at the October 10, 2024 City Commission Meeting.

*Recess started 7: 32 PM*

*Recess ended 7:38 PM*

## 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. County Water Rate and Billing

Commission consented to the County Water Rate Billing.

- B. RFQ 2024 - 03 Architectural Services LaBelle Fire Department

Commission consented to RFQ 2024 - 03 Architectural Services LaBelle Fire Department being solicitation October 1, 2024 until November 1, 2024.

- C. Utility Billing Service Application

Item will be discussed at the October 10, 2024 City Commission Meeting.

## 8. Public Comment on Non-Agenda Items

*(Limited to 3 minutes per person)*

Nikki Yeager comment on Beck Apartments-Belle Arbor.

## 9. City Related Business by Commissioners

- A. Commissioner Jackie Ratica - Live Streaming City Commission Meetings

Commissioner Daniel Akins

Commissioner Bobbi Spratt

Commissioner Hugo Vargas

Mayor Julie C. Wilkins

Commissioner Ratica proposed live streaming the City Commission Meeting, which initiated a discussion regarding the necessary requirements. She also requested that Department Heads complete evaluations for their employees and informed the commission about an upcoming grant webinar. Furthermore, she suggested that the city establish an internship program for specific positions and conduct a paygrade study.

Commissioner Akin suggested decreasing the speed limit within the City of LaBelle on Highway 80.

Regular Commission Meeting  
September 12, 2024

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Commissioner Spratt emphasized the need for the City to address the issue of H2A housing located in residential areas and expressed concerns with the garbage pick-up schedule.

Commissioner Vargas provided an update on several matters, including his discussions with FDOT regarding safety concerns related to crosswalks. He also reported on the veterans' ceremony he attended in September at Veterans Park and shared updates on Habitat for Humanity. Additionally, he informed the commission that he has reached out to legislators regarding issues related to H2A housing.

**10. Adjournment**

**Motion made by Commissioner Spratt to approve adjourning the meeting, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously (5-0).**

**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 8:48 PM.

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

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

# CITY OF LABELLE



## MINUTES

### City Commission Tentative Budget Special Meeting

Friday, September 13, 2024, at 5:01 PM

LaBelle Commission Chambers  
481 West Hickpochee Avenue  
LaBelle, Florida 33935

#### **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

### A. CALL TO ORDER

The meeting was called to order by Mayor Wilkins at 5:01 PM.

### B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

### C. ROLL CALL

#### PRESENT

Mayor Julie C. Wilkins  
Commissioner Daniel Akin  
Commissioner Jackie Ratica  
Commissioner Bobbie Spratt  
Commissioner Hugo Vargas  
City Attorney Derek Rooney

#### ABSENT

Deputy City Clerk Tijauna Warner

*Public Hearing Opened for both Ordinances 5:03 p.m.*

*Public Hearing Closed for both Ordinances 5:03 p.m.*

### 1. PUBLIC HEARING

- A. RESOLUTION 2024 - 16 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, SETTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2024 – 2025 PURSUANT TO SECTION 200.065, FLORIDA STATUTES, TOGETHER WITH A ROLL-BACK RATE; ESTABLISHING THE DATE, TIME, AND PLACE OF PUBLIC HEARINGS TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET FOR FISCAL YEAR 2024 – 2025; PROVIDING FOR AN EFFECTIVE DATE.

*Attorney Derek Rooney read Resolution 2024 – 16 title into the record.*

**Motion moved by Commissioner Akin to approve Resolution 2024 - 16, Motion seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed (4-1).**

**Voting Yeas: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt,**

**Commissioner Vargas**

**Voting Nay: Commissioner Akin**

- B. RESOLUTION 2024 - 17 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA PROVIDING FOR THE ADOPTION OF THE TENTATIVE MUNICIPAL BUDGET FOR THE FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

*Attorney Derek Rooney read Resolution 2024 – 17 title into the record.*

*Motion moved by Commissioner Spratt to approve Resolution 2024 - 17, Motion seconded by Commissioner Akin. Mayor Wilkins called for the question. Motion passed unanimously (3-2).*

*Voting Yeas: Mayor Wilkins, Commissioner Ratica, Commissioner Vargas*  
*Voting Nay: Commissioner Akin, Commissioner Spratt*

*Motion moved by Commissioner Ratica to approve adjourning the meeting, Motion seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously (5-0).*

*Voting Yeas: Mayor Wilkins, Commissioner Ratica, Commissioner Vargas, Commissioner Akin, Commissioner Spratt*

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 6:59 PM.

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

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

# CITY OF LABELLE



## MINUTES

### City Commission Workshop

Friday, September 27, 2024, at 4:00 PM

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 4:09 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 via Teams

City Attorney Derek Rooney via Teams

Deputy City Clerk Tijauna Warner

**Motion made by Commissioner Spratt to approve Commissioner Vargas attending the meeting via Teams, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously (4-0).**

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

### 4. Public Hearings and/or Ordinances

#### A. Proposed Budget Fiscal Year 2024-2025

Lilly Davernport presented the proposed budget, incorporating any final changes that may be discussed today. She explained the current column reflects the items previously discussed, approved, and proposed, serving as the final working copy. Any modifications made during today's meeting will be recorded in the green column. Also, she referenced prior discussion items to facilitate our review of previously considered options. While completing some forms, she noted that our allowable discount for ad valorem taxes is capped at 5%. Since our current discount rate exceeds this limit, Lilly proposed an increase in ad valorem collections by 13.5 to ensure compliance with state regulations. This adjustment does not alter our expectations for the total amount collected.

Lilly clarified, increasing our collections aligns with state law, which permits a maximum discount of 5%, implying that we aim to collect 95% of the total assessment. Furthermore, upon reviewing our discount rates for special districts—such as lease, fire, recreation, and street—I found that our current rate is significantly lower at 1%. To maintain a conservative approach, she recommended reallocating this revenue from the special districts to the ad valorem tax, ensuring that the budget remains neutral. A discussion ensued in reference to the proposed final budget and millage rate.

City Commission Workshop  
September 27, 2024

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B. Marijuana Ordinance

5. Adjournment

**Motion made by Commissioner Ratica to adjourn the workshop, Seconded by Commissioner Spratt. Mayor Julie called for the question. Motion passed unanimously (5-0).**  
**Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas**

There being no further business to discuss, Mayor Wilkins adjourned the workshop at 5:15 PM.

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

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

# CITY OF LABELLE



## MINUTES

### City Commission Final Budget Hearing Special Meeting

Friday, September 27, 2024, at 5:01 PM

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 5:17 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 via Teams

City Attorney Derek Rooney via Teams

Deputy City Clerk Tijauna Warner

### 4. Public Hearings and/or Ordinances

- A. RESOLUTION 2024-18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF LABELLE FOR FISCAL YEAR 2024 – 2025 PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

*Public Hearing Opened 5:27 PM*

*Public Hearing Closed 5:27 PM*

**Motion made by Commissioner Akin to approve the Millage of 5.0. Motion failed due to leak of second.**

Derek Rooney read the City of LaBelle's Percentage Increase in Millage over Roll-Back Rate in the record as 5.25 mills, 7.92% increase over the rollback rate of 4.8646.

**Motion made by Commissioner Ratica to approve Resolution 2024-18, Seconded by Mayor Wilkins. Commissioner Akin called for the question. Motion passed (3-2).  
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Vargas  
Voting Nay: Commissioner Akin, Commissioner Spratt**

- B. RESOLUTION 2024-19 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; HENDRY COUNTY, FLORIDA; ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

*Public Hearing Opened 5:30 PM*

*Public Hearing Closed 5:30 PM*

Derek Rooney read into the record the City of LaBelle's Final Budget for Fiscal Year 2024-2025 is \$12,338,043.00.

**Motion made by Mayor Wilkins to approve Resolution 2024-19, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion failed (2-3).**

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

**Motion made by Commissioner Ratica to approve Resolution 2024-19, Seconded by Mayor Wilkins. Mayor Wilkins called for the question. Motion passed (3-2).**  
**Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Vargas**  
**Voting Nay: Commissioner Akin, Commissioner Spratt**

- C. RESOLUTION 2024-20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING UNIFORM RATES FOR PROVIDING FIRE PROTECTION, PROVIDING SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

**Motion made by Commissioner Spratt to approve Resolution 2024-20, 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**

- D. RESOLUTION 2024-21 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING UNIFORM RATES FOR PROVIDING POLICE PROTECTION, PROVIDING SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

**Motion made by Commissioner Ratica to approve Resolution 2024-21, 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**

- E. RESOLUTION 2024-22 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING UNIFORM RATES FOR PROVIDING RECREATION FACILITIES, PROVIDING SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

**Motion made by Commissioner Spratt to approve Resolution 2024-22, 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**

- F. RESOLUTION 2024-23 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, HENDRY COUNTY, FLORIDA, ESTABLISHING UNIFORM RATES FOR PROVIDING SREETLIGHTING, PROVIDING SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

**Motion made by Commissioner Ratica to approve Resolution 2024-23, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.**

City Commission Final Budget Hearing Special Meeting  
September 27, 2024

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**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 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 6:09 PM.

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Julie C. Wilkins, Mayor

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ATTEST: Tijauna Warner, BAS, MMC, City Clerk

La Belle Fire Department

Agenda Items

La Belle Fire Department Response:

Sept Calls- 74

Fiscal year -993

\*Engine Status

\* Truck Repairs

\*County Response

\*Station and Ladder

Fire Staff is working with the City Attorney to add a CMAR to the current RFP of the station.

\*Study

Fitch & Associates is working with staff to finish the study.

Chief Brent Stevens  
La Belle Fire Department  
863-234-8639

Range: PID: First to Last          Range of Util Accounts: First to Last  
          :                                 Range of Customers: First to Last  
          :

Range of Codes: BUI to BUI                                 Range of Years: First to 2025          Range of Periods: 1 to 12  
Range of Batch Ids: First to Last                         Range of Dates: 09/01/24 to 09/30/24  
Range of Sections: First to Last                         Name to Print: Bill To  
Print Ref Num: N

Payment Type Includes:   Sp Charges: Y   Prop Lien: N   Sp Assmnt: Y   Water: Y   Sewer: Y  
                                    Voucher Agency: Y   Garbage: Y   Invoice: Y   Misc: Y  
Payment Method Includes:   Cash: Y   Check: Y   Credit: Y   Voucher: N   VT: Y  
Range of Installment Due Dates: First to Last

Print Only Miscellaneous w/Parcel Id: N                 Sort Miscellaneous Payments by Utility Account: N  
Print Only Miscellaneous w/Utility Id: N

		Principal					
Code Description	Count	Arrears/Other	Fiscal 2023	Fiscal 2024	Fiscal 2025	Interest	Total
BUI BUILDING DEPT PYMTS	261	17,811.23	0.00	0.00	0.00	0.00	17,811.23
Invoice Payments	261	17,811.23	0.00	0.00	0.00	0.00	17,811.23
Payments Total:	261	17,811.23	0.00	0.00	0.00	0.00	17,811.23
Cash O/S Total:	0	0.00	0.00	0.00	0.00	0.00	0.00
NSF Reversals Total:	0	0.00	0.00	0.00	0.00	0.00	0.00
Total:	261	17,811.23	0.00	0.00	0.00	0.00	17,811.23

Total Cash:   0.00  
Total Check:                                        8,733.35  
Total Credit:                                        0.00  
Total V Term:                                      9,077.88



Range: First to Last Issue Date Range: 09/01/24 to 09/30/24

\*\*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:	1,528,902.52	0	PAID: 0.00	0.00	15,121.36
			0.00	10,609.20	1,877.70
				1,201.91	0.00
				0.00	1,050.00
			PERMIT COUNT:	0	30
				36	12
				11	0
				0	13

BP SURC2 - Bldg Code Admin & Inspect Brd	BP SURCH - FL Building Commission Surchar
1. Number of permits issued at the minimum surcharge rate 11 x \$2 \$ 22.00	1. Number of permits issued at the minimum surcharge rate 13 x \$2 \$ 26.00
2. Permit fees collected at other than minimum surcharge \$ 13,520.81	2. Permit fees collected at other than minimum surcharge \$ 13,173.71
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5) \$ 202.81	3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010) \$ 131.74
4. Total of Lines 1 & 3 \$ 224.81	4. Total of Lines 1 & 3 \$ 157.74
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10) \$ 22.48	5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10) \$ 15.77
6. Surcharge amount due (line 4 less line 5) \$ 202.33	6. Surcharge amount due (line 4 less line 5) \$ 141.97

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

**Hugo Vargas**  
Commissioner

**Jackie Ratica**  
Commissioner

**Daniel W. Akin**  
Commissioner

**Bobbie Spratt**  
Commissioner



*“The City of Oaks”*

**Julie C. Wilkins**  
Mayor

## Code Enforcement Report

September 2024

**09/01- 09/30**

LaBelle Code Enforcement is currently working 107 open cases, with 35 new cases opened in September and seven cases were closed for compliance. Six citizen complaints were filed and investigated, and 75 total violation inspections were done. The department sent out 61 courtesy letters, 4 notices of hearings and violations, and one hearing notice change. One case was heard before the special magistrate resulting in one order imposing liens. The department conducted two lien searches, investigated two occupational licenses and removed thirteen illegal signs. The city dock saw thirteen reservations bringing in \$311.20

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

**OCTOBER 2024  
PLANNING DEPARTMENT REPORT**

Application Name	Application No.	Status	Ordinance/Resolution No.
<b>APPLICATIONS UNDER REVIEW</b>			
Birkland PUD Rezone	PUD2021-05	2 <sup>nd</sup> Reading – 10/10/2024	ORD 2023-12
SR 80 Commercial Special Exception & Variance	SE2024-02 & VAR2024-05	Under Review	TBD
Residences at Grande Oaks	ANX-CPA-PUD	Comments Sent 4/26	TBD
Accurate Drilling PUD Rezone	PUD2024-02	Comments Sent – 6/27/24	TBD
Downtown Architectural Standards		1 <sup>st</sup> Reading – 10/10/2024 2 <sup>nd</sup> Reading – 11/14/2024	ORD 2024-07
Old Grove PUD Amendment (School District Site)	PUD2024-03	LPA & 1 <sup>st</sup> Reading – 10/10/2024 2 <sup>nd</sup> Reading – 11/14/2024	ORD 2024-10
Wheeler Grove Amendment	PUD2024-04	LPA & 1 <sup>st</sup> Reading – 10/10/2024 2 <sup>nd</sup> Reading – 11/14/2024	ORD 2024-11
<b>PRE-APPLICATION MEETINGS</b>			
None Pending			

**II. City-Initiated Land Development Code Amendments**

LDC Amendment/Subject Area	Status	Ordinance
Downtown Business District LDC (Architectural Guidelines)	Pending – 1 <sup>st</sup> Reading November 2024 2 <sup>nd</sup> Reading December 2024	ORD 2024-07
Downtown Walking District Future Land Use Element Amendment	LPA – December 2024 1 <sup>st</sup> Reading/Transmittal January 2025	TBD
Comprehensive Plan Assessment for F.S. Updates	Workshop – December 2024	TBD

**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
Race Trac	Pre-liminary Plat	Under Review
120 College ST	Lot Split	Under Review
1150 Commerce Drive	Zoning Verification letter	Sent 9/27/2024
737 S. Main Street	Fence Permit	Approved with Con. 9/27/2024

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# LaBelle Downtown Revitalization Corporation

Section 5, Item C.

## Statement of Financial Position

As of December 31, 2023

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
101 FCB - Checking	65,090.84
105 Petty cash	0.00
QuickBooks Checking Account	3,574.07
<b>Total Bank Accounts</b>	<b>\$68,664.91</b>
Other Current Assets	
149 Undeposited Funds	0.00
Uncategorized Asset	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$68,664.91</b>
Fixed Assets	
140 Equipment & Fixtures	2,589.00
150 Accumulated Depreciation	-1,079.00
<b>Total Fixed Assets</b>	<b>\$1,510.00</b>
Other Assets	
170 Exchange	0.00
<b>Total Other Assets</b>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>	<b>\$70,174.91</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
<b>Total Liabilities</b>	
Equity	
300 Opening Bal Equity	0.00
324 Unrestricted Funds	58,648.95
Net Revenue	11,525.96
<b>Total Equity</b>	<b>\$70,174.91</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$70,174.91</b>

# LaBelle Downtown Revitalization Corporation

## Statement of Activity January - December 2023

	TOTAL
Revenue	
400 Donations	19,075.51
Advertising Grant	10,000.00
Cash	765.00
City of LaBelle	19,151.00
Collaborative Shirt	135.70
Downtown Doxie Dash	211.51
Food Truck Vendor	4,400.31
Grants	108.00
Rib Sales	24,667.00
T-Shirt Sales	2,299.38
Where the Hell Tumbler	931.29
<b>Total 400 Donations</b>	<b>81,744.70</b>
401 Membership	725.20
405 Fundraising	
Beer & Wine	10,948.23
Corporate Sponsor	10,019.53
Raffle Ticket Sales	3,310.00
Rib Team for Smoke Under the Oaks	5,400.00
Vendor Fee	8,979.00
<b>Total 405 Fundraising</b>	<b>38,656.76</b>
Major Gift - Barron Park Renovation	15,000.00
Sales Tax	-2,994.08
Unapplied Cash Payment Revenue	3,867.10
<b>Total Revenue</b>	<b>\$136,999.68</b>
<b>GROSS PROFIT</b>	<b>\$136,999.68</b>
Expenditures	
500 Advertising	16,236.22
504 Bank Service Charges	50.82
QuickBooks Payments Fees	133.60
<b>Total 504 Bank Service Charges</b>	<b>184.42</b>
506 Contract Labor	
Salary Director	26,216.58
<b>Total 506 Contract Labor</b>	<b>26,216.58</b>
508 Depreciation Expense	370.00
509 Contributions and Donations	106.09
Reimbursement	-67.11
<b>Total 509 Contributions and Donations</b>	<b>38.98</b>
510 Dues & Subscriptions	6,632.57
514 Insurance	1,413.04
516 Professional Fees	10,774.14

# LaBelle Downtown Revitalization Corporation

Section 5, Item C.

## Statement of Activity January - December 2023

	TOTAL
518 Licenses	175.00
522 Supplies	19,144.39
RAFFLE ITEM	1,940.00
Rental Fees	5,409.14
<b>Total 522 Supplies</b>	<b>26,493.53</b>
523 Printing	4,009.46
524 Office Supplies	3,265.95
525 Postage	372.63
530 Rent	595.46
540 Utilities	1,994.17
555 Travel	4,660.29
565 Meals and Entertainment	513.69
568 Restoration Project	1,950.00
Cash Prizes	2,000.00
Continuing Education	540.00
Purchases	
Beer & Wine	7,824.48
Ribs	9,213.11
<b>Total Purchases</b>	<b>17,037.59</b>
<b>Total Expenditures</b>	<b>\$125,473.72</b>
<b>NET OPERATING REVENUE</b>	<b>\$11,525.96</b>
<b>NET REVENUE</b>	<b>\$11,525.96</b>

# LaBelle Downtown Revitalization Corporation

Section 5, Item C.

## Statement of Financial Position

As of October 16, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
101 FCB - Checking	84,704.90
105 Petty cash	600.00
QuickBooks Checking Account	7,044.12
<b>Total Bank Accounts</b>	<b>\$92,349.02</b>
Other Current Assets	
149 Undeposited Funds	0.00
Uncategorized Asset	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$92,349.02</b>
Fixed Assets	
140 Equipment & Fixtures	2,589.00
150 Accumulated Depreciation	-1,079.00
<b>Total Fixed Assets</b>	<b>\$1,510.00</b>
Other Assets	
170 Exchange	0.00
<b>Total Other Assets</b>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>	<b>\$93,859.02</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
<b>Total Liabilities</b>	
Equity	
300 Opening Bal Equity	0.00
324 Unrestricted Funds	70,174.91
Net Revenue	23,684.11
<b>Total Equity</b>	<b>\$93,859.02</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$93,859.02</b>



# LaBelle Downtown Revitalization Corporation

Section 5, Item C.

## Statement of Financial Position

As of September 30, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
101 FCB - Checking	93,704.39
105 Petty cash	0.00
QuickBooks Checking Account	6,559.07
<b>Total Bank Accounts</b>	<b>\$100,263.46</b>
Other Current Assets	
149 Undeposited Funds	0.00
Uncategorized Asset	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$100,263.46</b>
Fixed Assets	
140 Equipment & Fixtures	2,589.00
150 Accumulated Depreciation	-1,079.00
<b>Total Fixed Assets</b>	<b>\$1,510.00</b>
Other Assets	
170 Exchange	0.00
<b>Total Other Assets</b>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>	<b>\$101,773.46</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
<b>Total Liabilities</b>	
Equity	
300 Opening Bal Equity	0.00
324 Unrestricted Funds	70,174.91
Net Revenue	31,598.55
<b>Total Equity</b>	<b>\$101,773.46</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$101,773.46</b>

# LaBelle Downtown Revitalization Corporation

Section 5, Item C.

## Statement of Activity

July - September, 2024

	TOTAL
Revenue	
400 Donations	5,278.22
Downtown Doxie Dash	165.00
Food Truck Vendor	840.00
<b>Total 400 Donations</b>	<b>6,283.22</b>
405 Fundraising	
Corporate Sponsor	1,100.00
Rib Team for Smoke Under the Oaks	200.00
Vendor Fee	2,535.00
<b>Total 405 Fundraising</b>	<b>3,835.00</b>
Sales Tax	-249.41
<b>Total Revenue</b>	<b>\$9,868.81</b>
<b>GROSS PROFIT</b>	<b>\$9,868.81</b>
Expenditures	
500 Advertising	3,363.52
504 Bank Service Charges	3.24
506 Contract Labor	
Salary Director	6,049.98
<b>Total 506 Contract Labor</b>	<b>6,049.98</b>
509 Contributions and Donations	
Reimbursement	507.86
<b>Total 509 Contributions and Donations</b>	<b>507.86</b>
510 Dues & Subscriptions	2,954.81
514 Insurance	1,294.46
516 Professional Fees	1,532.00
522 Supplies	376.34
523 Printing	749.96
524 Office Supplies	283.68
525 Postage	201.70
536 Taxes - General	65.71
540 Utilities	502.37
555 Travel	390.16
Advertising/Promotional	
LDRC SWAG	1,980.70
<b>Total Advertising/Promotional</b>	<b>1,980.70</b>
Continuing Education	40.00
<b>Total Expenditures</b>	<b>\$20,296.49</b>
<b>NET OPERATING REVENUE</b>	<b>\$ -10,427.68</b>
<b>NET REVENUE</b>	<b>\$ -10,427.68</b>

# LaBelle Downtown Revitalization Corporation

Section 5, Item C.

## Statement of Financial Position

As of June 30, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
101 FCB - Checking	104,132.07
105 Petty cash	0.00
QuickBooks Checking Account	6,559.07
<b>Total Bank Accounts</b>	<b>\$110,691.14</b>
Other Current Assets	
149 Undeposited Funds	0.00
Uncategorized Asset	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$110,691.14</b>
Fixed Assets	
140 Equipment & Fixtures	2,589.00
150 Accumulated Depreciation	-1,079.00
<b>Total Fixed Assets</b>	<b>\$1,510.00</b>
Other Assets	
170 Exchange	0.00
<b>Total Other Assets</b>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>	<b>\$112,201.14</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
<b>Total Liabilities</b>	
Equity	
300 Opening Bal Equity	0.00
324 Unrestricted Funds	70,174.91
Net Revenue	42,026.23
<b>Total Equity</b>	<b>\$112,201.14</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$112,201.14</b>

# LaBelle Downtown Revitalization Corporation

Section 5, Item C.

## Statement of Activity

April - June, 2024

	TOTAL
Revenue	
400 Donations	5,428.00
Advertising Grant	15,000.00
Food Truck Vendor	800.00
Major Gift	7,500.00
T-Shirt Sales	223.19
<b>Total 400 Donations</b>	<b>28,951.19</b>
401 Membership	346.80
405 Fundraising	
Vendor Fee	2,375.00
<b>Total 405 Fundraising</b>	<b>2,375.00</b>
Sales Tax	-892.13
<b>Total Revenue</b>	<b>\$30,780.86</b>
<b>GROSS PROFIT</b>	<b>\$30,780.86</b>
Expenditures	
500 Advertising	1,139.07
504 Bank Service Charges	1.62
506 Contract Labor	
Salary Director	7,058.31
<b>Total 506 Contract Labor</b>	<b>7,058.31</b>
510 Dues & Subscriptions	1,266.86
514 Insurance	-295.20
516 Professional Fees	7,025.34
518 Licenses	125.00
522 Supplies	
Rental Fees	-661.91
<b>Total 522 Supplies</b>	<b>-661.91</b>
523 Printing	32.48
524 Office Supplies	443.17
540 Utilities	499.87
555 Travel	1,086.47
565 Meals and Entertainment	144.80
Advertising/Promotional	
LDRC SWAG	-185.41
<b>Total Advertising/Promotional</b>	<b>-185.41</b>
Continuing Education	45.00
<b>Total Expenditures</b>	<b>\$17,725.47</b>
<b>NET OPERATING REVENUE</b>	<b>\$13,055.39</b>
<b>NET REVENUE</b>	<b>\$13,055.39</b>

# LaBelle Downtown Revitalization Corporation

Section 5, Item C.

## Statement of Financial Position

As of March 31, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
101 FCB - Checking	91,076.68
105 Petty cash	0.00
QuickBooks Checking Account	6,559.07
<b>Total Bank Accounts</b>	<b>\$97,635.75</b>
Other Current Assets	
149 Undeposited Funds	0.00
Uncategorized Asset	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$97,635.75</b>
Fixed Assets	
140 Equipment & Fixtures	2,589.00
150 Accumulated Depreciation	-1,079.00
<b>Total Fixed Assets</b>	<b>\$1,510.00</b>
Other Assets	
170 Exchange	0.00
<b>Total Other Assets</b>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>	<b>\$99,145.75</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
<b>Total Liabilities</b>	
Equity	
300 Opening Bal Equity	0.00
324 Unrestricted Funds	70,174.91
Net Revenue	28,970.84
<b>Total Equity</b>	<b>\$99,145.75</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$99,145.75</b>

# LaBelle Downtown Revitalization Corporation

Section 5, Item C.

## Statement of Activity

January - March, 2024

	TOTAL
Revenue	
400 Donations	9,422.00
440 Other Donations	40.00
Cash	230.00
City of LaBelle	1,741.00
Downtown Doxie Dash	352.56
Food Truck Vendor	1,060.00
Love LaBelle Cup	50.00
Major Gift	5,000.00
Rib Sales	27,330.90
T-Shirt Sales	2,725.44
Where the Hell Tumbler	3,754.52
<b>Total 400 Donations</b>	<b>51,706.42</b>
401 Membership	121.07
405 Fundraising	
Beer & Wine	16,418.00
Corporate Sponsor	5,885.00
Raffle Ticket Sales	3,340.00
Rib Team for Smoke Under the Oaks	400.00
Vendor Fee	1,550.00
<b>Total 405 Fundraising</b>	<b>27,593.00</b>
Sales Tax	-804.57
<b>Total Revenue</b>	<b>\$78,615.92</b>
<b>GROSS PROFIT</b>	<b>\$78,615.92</b>
Expenditures	
500 Advertising	7,499.59
504 Bank Service Charges	33.28
QuickBooks Payments Fees	15.00
<b>Total 504 Bank Service Charges</b>	<b>48.28</b>
506 Contract Labor	
Salary Director	6,049.98
<b>Total 506 Contract Labor</b>	<b>6,049.98</b>
509 Contributions and Donations	94.69
510 Dues & Subscriptions	268.85
514 Insurance	875.95
516 Professional Fees	195.64
518 Licenses	86.25
522 Supplies	2,942.95
Rental Fees	3,453.17
<b>Total 522 Supplies</b>	<b>6,396.12</b>
523 Printing	55.71

# LaBelle Downtown Revitalization Corporation

Section 5, Item C.

## Statement of Activity

January - March, 2024

	TOTAL
524 Office Supplies	575.20
540 Utilities	492.27
555 Travel	1,781.27
565 Meals and Entertainment	1,887.31
Cash Prizes	2,500.00
Continuing Education	171.21
Purchases	
Beer & Wine	8,275.47
Ribs	12,391.29
<b>Total Purchases</b>	<b>20,666.76</b>
<b>Total Expenditures</b>	<b>\$49,645.08</b>
NET OPERATING REVENUE	<b>\$28,970.84</b>
NET REVENUE	<b>\$28,970.84</b>

**LaBelle Free Public Library**  
**Profit and Loss**  
October 2023 - September 2024

	<b>Total</b>
<b>Income</b>	
401 COUNTY/PER CAPITA FUNDS	55,601.00
402 CITY FUNDS	45,000.00
403 DONATIONS - PATRONS	2,464.63
404 NON-PATRON FEES	87.00
405 CARD REPLACEMENT FEES	314.20
406 OVERDUE/LOST/DAMAGED FEES	1,771.57
407 DONATIONS - EVENTS	11,773.00
408 SALES OF BOOKS TO PATRONS	184.43
409 MEMORIAL BOOKS	975.00
410 STATE AID	18,017.80
412 COPY MACHINE	5,613.24
414 DONATIONS - BOOK CLUB	184.30
417 Conference Room Rental	450.00
419 Donations - Classes	20.00
490 Interest Income	3.17
<b>Total Income</b>	<b>\$ 142,459.34</b>
<b>Gross Profit</b>	<b>\$ 142,459.34</b>
<b>Expenses</b>	
503 CHILDREN'S PROGRAMS-SPLY & EXP	479.09
504 Ferguson Funds	6,601.04
505 EMPLOYEE BENEFITS	8,222.95
510 DUES & SUBSCRIPTIONS	2,378.99
514 INSURANCE - LIABILITY & PROPERTY	13,389.83
516 PROFESSIONAL FEES	1,971.25
517 BOOK PURCHASES	7,964.62
518 Licenses and Permits	125.00
519 MAINT. BLD. & GROUNDS	47,396.30
520 MAINTENANCE - BOOKS	840.33
521 MAINTENANCE - EQUIPMENT	4,946.54
522 SUPPLIES	3,771.48
525 POSTAGE	243.55
526 TAXES - PAYROLL	7,855.38
532 SALARIES & WAGES	104,710.40
536 TAXES - GENERAL	193.22
538 TELEPHONE	2,616.08
540 ELECTRICITY	5,973.19
541 WATER, ETC.	1,227.85
542 SECURITY	850.68
550 TRAVEL EXPENSE	264.36
551 Food	89.63



552 Event Expenses		457.88
570 MISCELLANEOUS EXPENSES		81.18
<b>Total Expenses</b>	<b>\$</b>	<b>222,650.82</b>
<b>Net Operating Income</b>	<b>-\$</b>	<b>80,191.48</b>
Other Income		
605 INTEREST RECEIVED		4.15
<b>Total Other Income</b>	<b>\$</b>	<b>4.15</b>
<b>Net Other Income</b>	<b>\$</b>	<b>4.15</b>
<b>Net Income</b>	<b>-\$</b>	<b>80,187.33</b>

## Four Waters Engineering Commission Update

- **Helms Road Watermain Extension**
  - Approximately 14,250 LF of 12-inch
    - Permit received from FDEP.
    - County has approved the plans.
    - Design drawing and specifications will be advertised for bid in October.
- **Ongoing Engineering Support**
  - Wastewater Treatment Plant Permit Renewal
    - Request for Additional Information has been submitted to FDEP, including Operations & Maintenance Performance Report, Capacity Analysis Report, Power Outage Contingency Plan, Spill Response Plan and Emergency Response Plan.
  - Coordinating with the South Florida Water Management District on Consumptive Use Permit Modifications.
  - Water and Wastewater reviews for various proposed developments.
- **Zone A - Part 1 & Part 2**
  - Project is substantially complete.
- **Zone B**
  - Forcemain, pump station and gravity main North of SR80 bounded by Elm and a little East of Ft Thompson Avenue.
    - Pending funding for the watermain.
    - Design drawing and specifications are prepared expect for coordination with FPL on 3-phase power.

**RESOLUTION NO. 2024-25**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA RATIFYING THE DECLARED STATE OF LOCAL EMERGENCY WHICH PROVIDED FOR EMERGENCY GOVERNMENTAL OPERATIONS RELATED TO HURRICANE HELENE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of LaBelle places the highest premium on safety of life and property in the City during storm events; and

**WHEREAS**, Hurricane Helene posed a serious potential threat to the residents and property of the City of LaBelle; and

**WHEREAS**, the Governor of the State of Florida has promulgated Executive Orders Nos. 24-208 and 24-209 wherein he found that a State of Emergency exists within the State of Florida inclusive of Hendry County; and

**WHEREAS**, Chapter 252, Florida Statutes, authorizes municipalities to declare a state of local emergency and to waive procedures and formalities otherwise required of municipalities to take whatever prudent action is necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

**WHEREAS**, the Chapter 20 of the LaBelle Code authorizes they Mayor to declare a state of emergency to respond to the emergency should a quorum of the City Commission be physically unable to meet; and

**WHEREAS**, Hurricane Helene had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

**WHEREAS**, the Mayor hereby requests the Commission ratify her execution of Resolution 2024-24 declaring a local state of emergency in advance of Hurricane Helene, any extensions thereof, and those emergency actions and orders issued by the Mayor in response to the local state of emergency in response to Hurricane Helene.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of LaBelle, Florida hereby resolves:

**Section 1.** The recitals above are hereby incorporated herein.

**Section 2.** The Mayor is provided plenary authority on behalf of the City Commission to take all actions necessary for protection of persons and property authorized by law.

**Section 3.** All Resolutions authorized by and actions taken by the Mayor the state of local emergency including the prior Declaration of Local Emergency are hereby ratified. Additionally, the current state of emergency is continued as provide in Section 4.

**Section 4.** This Resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

**DULY PASSED AND ENACTED** by the City Commission of LaBelle, Florida this 10<sup>th</sup> day of October, 2024.

Attest:

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

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

Reviewed for legal sufficiency:

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



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

To: Honorable Mayor and City Commission  
Prepared By: Tijauna Warner, Deputy City Clerk  
Date of Meeting: October 10, 2024  
Date Submitted: October 1, 2024  
Title of Agenda Item: Resolution 2024 – 26 Bank Signatories  
Agenda Location: Consent Agenda Items

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Report in brief: The City of Labelle has to select signatories for First Bank. Currently, the city has the Mayor, Superintendent PW, and one (1) Commissioner. This resolution will be adding the Director of Human Resources as a signer.

Staff Comments: Once a Financial Director or Senior Accountant is hired the signatories may be amended.

Fiscal Impact: N/A

Recommended Actions: Staff recommends approving Resolution 2024 – 26 Bank Signatories

**RESOLUTION 2024-26**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, APPROVING SIGNATORIES FOR VARIOUS BANK ACCOUNTS OF THE CITY OF LABELLE AT FIRST BANK; FURTHER AUTHORIZING CITY OFFICIALS TO EXECUTE ALL NECESSARY DOCUMENTS WITH FIRST BANK; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of LaBelle (“City”) recognizes First Bank as its financial institution; and

**WHEREAS**, authorized signatories on the City’s bank accounts need to be updated to include only the Mayor, Superintendent, Commissioner, and the Human Resource Director, as primary signatories; and

**WHEREAS**, the City Commission of the City of LaBelle (“City Commission”) desires to approve signatories to the City’s bank accounts and further authorizes the execution of all necessary documents for the City’s banking accounts at First Bank.

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

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

**SECTION 2.** Authorization and Approval. The City Commission of the City of LaBelle hereby authorizes and approves the Mayor, Superintendent, Commissioner, and Human Resource Director, as primary signatories to the City’s bank accounts.

**SECTION 3.** Signatories to City Bank Accounts. The following City officials are hereby designated as the only authorized signatories to the City’s bank accounts:

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

\_\_\_\_\_  
Superintendent, Mitchell Wills

\_\_\_\_\_  
Commissioner, Bobbie Spratt

\_\_\_\_\_  
HR Director, Lisa Awbrey

**SECTION 4. Effective Date.** This Resolution shall become effective immediately upon passage and adoption.

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

ATTESTED:

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

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

APPROVED AS TO  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
City Attorney

Mayor Wilkins \_\_\_\_\_  
Commissioner Akin \_\_\_\_\_  
Commissioner Ratica \_\_\_\_\_  
Commissioner Spratt \_\_\_\_\_  
Commissioner Vargas \_\_\_\_\_



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

To: Honorable Mayor and City Commission  
Prepared By: Mitch Wills(Superintend) & Derek Rooney(City Attorney)  
Date of Meeting: October 10, 2024  
Date Submitted: October 1, 2024  
Title of Agenda Item: Resolution 2024 – 27 Frierson Surplus  
Agenda Location: Consent Agenda Items

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Report in brief: The City previously sought to realign and improve the right-of-way of Riviera Vista Boulevard and obtain property voluntarily from Edward P. Frierson from his property 250 Riviera Vista Blvd. After the vacation and realignment of the road a remnant of the Frierson donation has remained in City ownership but it was the understanding of Mr. Frierson that any unused portions would be returned. Keith Frierson, Mr. Frierson’s son has requested that the remnant portion be returned (a map has been attached which depicts the portion of the land).

Staff Comments: Adopt resolution declaring surplus a portion of land on the north side of Riviera Vista Boulevard and approve a quit claim deed.

Fiscal Impact: N/A

Recommended Actions: Staff recommends approving Resolution 2024 – 27 Frierson Surplus



**RESOLUTION NO. 2024-27**

**A RESOLUTION OF THE CITY OF LABELLE, FLORIDA  
DECLARING CERTAIN REAL PROPERTY AS SURPLUS AND  
AUTHORIZING THE MAYOR TO DISPOSE OF SURPLUS  
PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Superintendent of Public Works has identified a remnant portion of land acquired for the realignment of Riviera Vista Boulevard, and has determined that such property does not serve a public purpose and should be declared surplus.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of LaBelle, Florida hereby resolves:

**Section 1.** The recitals above are hereby incorporated herein.

**Section 2.** The property identified in Exhibit A attached hereto and described there in is hereby declared surplus.

**Section 3.** The Mayor is authorized to dispose of such surplus as deemed appropriate.

**Section 4.** This Resolution shall take effect immediately upon adoption.

**DULY PASSED AND ENACTED** by the City Commission of LaBelle, Florida this 10<sup>th</sup> day of October, 2024.

Attest:

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

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

Reviewed for legal sufficiency:

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

This Instrument Prepared By:  
Derek P. Rooney, Esq.  
Gray Robinson, P.A.  
1405 Dean St., Suite 300  
Fort Myers, Florida 33901

PREPARATION WITHOUT BENEFIT  
OF TITLE SEARCH OR OPINION

**QUIT CLAIM DEED**

This QUITCLAIM DEED, executed this 10th day of October, 2024 by and between the City of LaBelle, a Florida municipal corporation, 481 West Hickpochee Ave., Florida 33935, as the first party, Edward Keith Frierson, whose address is P.O. Box 758, LaBelle, Florida 33975, as the second party:

WITNESSETH

WHEREAS, the land hereinafter described was heretofore acquired by the first party, City of LaBelle, in order to adjust the alignment of Riviera Vista Blvd from the predecessor in title to the second party; and

WHEREAS, a remnant portion of the land initially conveyed to the City was not utilized in the aforementioned realignment and was subsequently declared surplus at the City Commission meeting on October 10, 2024; and

WHEREAS, the first party hereby desires to quitclaim the land hereinafter described to the second party; and

NOW, THEREFORE, that the first party, for and in consideration of the premises and sum of \$10.00 and other valuable consideration in hand paid by the second party, the receipt of which is acknowledged, does remise, release, and quitclaim to the second party forever all the right, title, interest, claim, and demand which the first party has in and to the following described lot, piece, or parcel of land as follows:

A parcel of land being part of Riviera Vista Subdivision as recorded in Plat Book 1, Page 22, of the Public Records of Hendry County, Florida. Being more particularly described in Exhibit A, attached hereto, and described as follows:

Commencing at the southeast corner of said Block C, thence S 44°43'52" W, along the southerly line of said Block C, a distance of 113.64 feet to the west line of a parcel of land as described in Official Records Book 998, Page 287, of the Public Records of Hendry County, Florida also being the point of beginning; thence continue S 44°43'52" W, along said southerly line of Block C, a distance of 154.57 feet to the north right of way line of Riviera Vista Boulevard thence N 72°09'03" E, along the said north right of way line, a distance of 113.68 feet to the southwest corner of said

Official Records Book 998, Page 287; thence N 00°26'20" E, along the west line of said parcel, a distance of 74.97 feet to the point of beginning. Containing a computed area of 0.09 acres more or less.

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the first party, either in law or equity, to the only proper use, benefit, and behalf of the second party forever.

IN WITNESS WHEREOF, the City of LaBelle, as the first party, has caused this quitclaim deed to be signed in the name of the City by the Mayor of its Board of Commissioners, attested by its Deputy City Clerk on the day and year aforesaid.

ATTEST:

CITY OF LABELLE

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

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

STATE OF FLORIDA  
COUNTY OF HENDRY

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Julie C. Wilkins, as Mayor of the City of LaBelle. She is personally known to me and has acknowledged before me that he executed the forgoing instrument in the name of and for the City of LaBelle.

\_\_\_\_\_  
Notary Public, State of Florida

# Exhibit A

Section 5, Item F.

SE. C

NORTH

SCALE: 1" = 30'

6

7

8

9

BLOCK C

P.O.B.

DESCRIPTION BOUNDARY (TYPICAL)

SOUTHERLY LINE, BLOCK C

10

S 44°43'52" W 113.64'

N 00°26'20" E 74.97'

S.W. CORNER,  
O.R.B. 998, PG. 287

N. R/W LINE, RIVERA  
VISTA BOULEVARD

N 72°09'03" E 113.68'

RIVERA VISTA BOULEVARD  
(50' R/W)

BLOCK E

11

3

### ABBREVIATIONS

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

I HEREBY CERTIFY THAT THIS SKETCH OF A DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR: H.L. BENNETT & ASSOCIATES, INC. LB 07632

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

DATE

2/10/22

### DESCRIPTION:

A PARCEL OF LAND BEING PART OF RIVERA VISTA SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 22, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK C, THENCE S 44°43'52" W, ALONG THE SOUTHERLY LINE OF SAID BLOCK C, A DISTANCE OF 113.64 FEET TO THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 998, PAGE 287, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S 44°43'52" W, ALONG SAID SOUTHERLY LINE OF BLOCK C, A DISTANCE OF 154.57 FEET TO THE NORTH RIGHT OF WAY LINE OF RIVERA VISTA BOULEVARD; THENCE N 72°09'03" E, ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 113.68 FEET TO THE SOUTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 998, PAGE 287; THENCE N 00°26'20" E, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 74.97 FEET TO THE POINT OF BEGINNING. CONTAINING A COMPUTED AREA OF 0.09 ACRES MORE OR LESS.

"NOT A SURVEY"



H. L. BENNETT & ASSOCIATES, INC.  
241 YEOMANS AVENUE - P.O.  
LABELLE, FLORIDA 33975 PH (813) 8882

### REVISIONS

DWN BY: LM DATE: 01/05/22 CHKD BY: DWG. ID: 21268DESC  
CLIENT: FRIERSON SHEET: 1 OF 1  
PROJECT NUMBER: 21268 SECTION 5 TOWNSHIP 43 S, RANGE 29 E.

SKETCH OF DESCRIPTION  
OF A PARCEL IN  
HENDRY COUNTY, FLORIDA

56



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

**To:** Honorable Mayor and City Commission  
**Prepared By:** Tijauna Warner, Deputy City Clerk  
**Date of Meeting:** October 10, 2024  
**Date Submitted:** October 1, 2024  
**Title of Agenda Item:** Woodard & Curran SAHFI Proposals  
**Agenda Location:** Consent

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**Report in brief:** Citrus Street Emergency WWTF Construction Administration – The construction bids came in higher than expected. The successful low bidder has provided a promise to hold their bids until mid-November. W&C secured a letter of support from Rep Mello to move funding to support the full execution of this project. The letter is with FDEP for review and approval. We expect to get approval from FDEP before the Oct. 10 Commission meeting. We are requesting to add an item to the Commission Agenda for the approval of the low bid and issue a notice to proceed for construction. Additionally, the attached scope of services is for W&C to provide bidding services (completed), services during construction including having a representative onsite during construction, office shop drawings, pay req review, monthly meetings and grant administration. Assuming the letter of support is acceptable, all of our services and the construction cost will be reimbursable by the legislative appropriation grant. This CIP project has been earmarked to W&C by the Commission (Item 6 on Derek’s attached email).

DW Facility Plan SAHFI Amendment – City of LaBelle has been placed on an Intended Use Plan (IUP) as part of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program. The program has identified the City of LaBelle for a grant award in the amount of \$19,500,000 to perform Drinking Water System

Upgrades largely described in the Facility Planning document. In order to further qualify for the grant, the City of LaBelle must demonstrate that the projects scheduled to be completed are in compliance with the SAHFI requirements. The attached scope of services amendment will authorize W&C to modify the Drinking Water Facility Plan document to ensure that the projects recommended in the report meet the SAHFI rules and will assist the City in securing approval for the subsequent design and construction services. This task order is 100% eligible for reimbursement under the grant. This CIP project has been earmarked to W&C by the Commission (Item 1, 2, 3 and 5 on Derek's attached email).

DW Funding Support SAHFI - City of LaBelle has been placed on an Intended Use Plan (IUP) as part of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program. The program has identified the City of LaBelle for a grant award in the amount of \$19,500,000 to perform Drinking Water System Upgrades largely described in the Facility Planning document. The attached task order will authorize W&C to perform fiscal solutions services pertaining to planning, design, construction and closeout services on behalf of the City. Services in the task order include but are not limited to monthly project meetings with the fiscal solutions team, draw down reimbursement requests, Davis-Bacon and AIS compliance interviews (as required) and other grant management support tasks. This task order is 100% eligible for reimbursement under the grant. This CIP project has been earmarked to W&C by the Commission (Item 1, 2, 3 and 5 on Derek's attached email).

CW Facility Plan SAHFI Amendment – City of LaBelle has been placed on an Intended Use Plan (IUP) as part of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program. The program has identified the City of LaBelle for a grant award in the amount of \$19,823,318 to perform Wastewater System Upgrades largely described in the Facility Planning document. In order to further qualify for the grant, the City of LaBelle must demonstrate that the new wastewater treatment plant scheduled to be completed is in compliance with the SAHFI requirements. The attached scope of services amendment will authorize W&C to modify the Clean Water Facility Plan document to ensure that the new wastewater treatment plant project recommended in the report meets the SAHFI rules and will assist the City in securing approval for the subsequent design and construction services. This task order is 100% eligible for reimbursement under the grant. This CIP project has been earmarked to W&C by the Commission (Item 7, 8, 9, 10, 11, and 12 on Derek's attached email).

CW Funding Support SAHFI - City of LaBelle has been placed an Intended Use Plan (IUP) as part of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program. The program has identified the City of LaBelle for a grant award in the amount of \$19,823,318 to perform Wastewater System Upgrades largely described in the Facility Planning document. The attached task order will authorize W&C to perform fiscal solutions services pertaining to planning, design, construction and closeout services on behalf of the City. Services in the task order include but are not limited to monthly project meetings with the fiscal solutions team, draw down reimbursement requests, Davis-Bacon and AIS compliance interviews (as required) and other grant management support tasks. This task order is 100% eligible for reimbursement under the grant. This CIP project has been earmarked to W&C by the Commission (Item 7, 8, 9, 10, 11, and 12 on Derek's attached email).

**Staff Comments:** Please find a series of Task Orders ready for your review and approval. Since the recommendation to award these projects was made by City Commission vote back in July.

**Fiscal Impact:** Yes

**Recommended Actions:** Commission make a motion to approve under consent agenda items.

6/19/2024



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

RE: Citrus Street Wastewater Treatment Plant Upgrades  
LaBelle, FL

Dear Mayor Wilkins:

Woodard & Curran, Inc. is pleased to present this proposal to provide engineering services for the Citrus Street Wastewater Treatment Plant Upgrades. This proposal between Woodard & Curran, Inc. (W&C) and the City of LaBelle, Florida (City) shall be completed in accordance with the Scope of Work, Compensation, Schedule, and Terms and Conditions, as defined herein.

### **BACKGROUND**

W&C will provide bidding and construction administration services for the design of emergency upgrades at the Citrus Street Wastewater Treatment Plant (WWTP) located at 370 Citrus Street, LaBelle, FL 33935. The objective of this project is to alleviate operational difficulties that were identified during the site visit by the Engineer on July 5, 2022.

The City has obtained \$3.7 million dollars in funding for this project.

### **SCOPE OF SERVICES**

The scope of work consists of tasks grouped into three phases:

- 1.0 Bidding
- 2.0 Construction Administration
- 3.0 Construction Observation
- 4.0 SCADA Implementation
- 5.0 Funding Support

#### **Phase 1.0: Bidding**

This project will be publicly bid on per State of Florida statutory requirements. Bidding will be administered electronically. Anticipated tasks include the following:

- 1. Assist the City with project advertising in the local newspaper.
- 2. Conduct bidding using the City's website or W&C's electronic bidding platform.





3. Printing and distribution up to three (3) sets of contract documents for the City's use.
4. Attend one (1) pre-bid conference.
5. Attend one (1) general bid opening.
6. Prepare up to two (2) addenda in response to questions during the bid phase.
7. Tabulate, check, and review bids. Solicit references for apparent low bidder.
8. Make recommendation to the City regarding award, presenting the results of the bid review.
9. Prepare Notice of Intent to Award.
10. Prepare Notice of Award.
11. Prepare draft agreement between the City and successful bidder for review by the City.
12. Update the Drawings and Specifications and Issue Conformed Set for Construction. Includes printing and distribution of up to three (3) sets of Conformed documents for the City's use.

## **Phase 2.0: Construction Administration**

The construction phase services are sub-divided into the following tasks:

1. General Supervision: During the construction phase the following engineering services will be provided:
  - a. Consult with the City and act as City's representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of W&C as assigned in said General Conditions shall not be modified, except as W&C and the City may otherwise agree in writing. All of the City's instructions to the Contractor will be issued through W&C, who shall have authority to act on behalf of the City in dealings with the Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. Participate in one (1) pre-construction conference prior to commencement of Work at the Site.
3. Participate in monthly construction meetings, as necessary.
4. In connection with observation of Contractor's work while it is in progress:
  - a. Make specialty engineering visits to the site at intervals appropriate to the various stages of construction, as W&C deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. These visits are in addition to the construction observation provided under Phase 3.0. Such visits and observations by W&C are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to W&C in this Agreement and the Contract Documents, but rather are



to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on W&C's exercise of professional judgment. Based on information obtained during such visits and such observations, W&C will determine in general if Contractor's work is proceeding in accordance with the Contract Documents and shall keep the City informed of the progress of the Work. W&C shall certify to the City, and to the Department of Environmental Protection at the completion of the project that the implementation of the project is in general accordance with the Contract Documents.

- b. The purpose of W&C's visits to the Site will be to enable W&C to better carry out the duties and responsibilities assigned to and undertaken by W&C during the Construction Phase, and, in addition, by the exercise of W&C's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. W&C shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall W&C have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, W&C neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
5. Recommend to the City that Contractor's work be disapproved and rejected while it is in progress, if on the basis of such observations, W&C believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. W&C may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Maintain a detailed log of all necessary submittals and submit the status of such log to the Client and the RPR at regularly scheduled job site meetings. Such reviews and approvals or other action will not extend to means,



methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Shop drawing review and approval shall be done in a timely manner so not to interfere with the contractor's ability to maintain the construction schedule.

9. Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.
10. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. W&C's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. W&C shall be entitled to rely on the results of such tests.
11. Render formal written decisions on all claims of the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, W&C shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. Based on W&C's observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying supporting documentation:
  - a. Determine the amounts that W&C recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute W&C's representation to the City, based on such observations and review, that, to the best of W&C's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is W&C's responsibility to observe Contractor's work. In the case of unit price work, W&C's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of W&C are expressly subject to the limitations set forth in this agreement and other express or general limitations in this Agreement and elsewhere.
  - b. By recommending any payment W&C shall not thereby be deemed to have represented that on-site observations made by W&C to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed



inspections of the work beyond the responsibilities specifically assigned to W&C in this Agreement and the Contract Documents. Neither W&C's review of Contractor's work for the purposes of recommending payments nor W&C's recommendation of any payment including final payment will impose on W&C responsibility to supervise, direct or control Contractor's work in progress or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on W&C to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials or equipment has passed to the City free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between the City and Contractor that might affect the amount that should be paid.

13. Contractor's Completion Documents: Receive and review maintenance and operating instruction, schedules, and guarantees.
  - a. Receive bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and other data approved as provided under paragraph 1.1.8, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such W&C's review will be limited as provided herein.
  - b. W&C shall transmit all Contractor completion documents to the City.
14. Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Client, W&C considers the work Substantially Complete, W&C shall deliver a certificate of Substantial Completion to the City and Contractor for execution.
15. W&C shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that W&C may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, W&C shall provide notice that the Work is acceptable to the best of the W&C's knowledge, information and belief and based on the extent of the services provided by W&C under this Agreement.
16. Start Up and Testing Services: W&C will be on-site during start-up operation to:
  - a. Monitor equipment performance testing by vendor's representatives.
  - b. Monitor compliance with the Contract Documents.
  - c. Assist the City's personnel with start-up training.
  - d. Assist in troubleshooting equipment start-up issues.
  - e. Follow-up project performance and the City's satisfaction.



### Phase 3.0: Construction Observation

1. During construction, the following services will be provided:
  - a. The City will act as the Resident Project Representative (RPR) for the Project. To support the City's RPR, W&C shall provide up to **180** hours of construction observation of the Contractor's work, spanned amongst key milestones throughout the course of construction. If additional construction observation is requested, an Amendment to this agreement will be submitted. The furnishing of such RPR's services will not extend W&C's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

### Phase 4.0: SCADA Implementation

W&C will provide SCADA Implementation as follows:

1. Implement the Supervisory Control and Data Acquisition (SCADA) System. Specific duties will include:
  - a. Implementing SCADA system i.e., software installation, screen development, ensuring communication between components.
  - b. In-house programming for SCADA, MCC, and MCP, as applicable.
  - c. Providing system start up and training of the City's staff.
2. Develop a detailed Sequence of Operation for process control. The Sequence of Operation will be submitted for the City's approval prior to PLC programming.
3. Provide PLC programming necessary to ensure operation of the control system. (Electrical contractor will provide all PLCs, control panels, wiring and terminations.)
4. Provide operator interface programming using the appropriate software. A set of preliminary screen layouts will be submitted for the City's approval prior to full screen development.
5. W&C will be responsible for proper operation of SCADA and PLC software within the SCADA workgroup computer and PLC equipment.
6. Provide for up to 40 hours of startup assistance. The time is based upon past experience, I/O count, and that all field wiring is completed and tested prior to day 1. Startup assistance will include I/O checkout, loop tuning, system debug and SCADA commissioning.
7. Supply Operation and Maintenance manuals as they relate to the SCADA implementation scope of work in both hardcopy and digital format. . Included in these manuals will be the following:
  - a. System Overview
  - b. Operating Instructions
  - c. Sequence of Operation
  - d. Alarm List



- e. I/O List
  - f. PLC Program Listing
  - g. PLC Program Database and Cross Referencing
  - h. System Drawings (8.5"x11") or (11"x17")
  - i. Operator Interface Documentation
  - j. Troubleshooting Guidelines
  - k. Recommended Spare Parts List.
  - l. Equipment Cut Sheets
  - m. System Disks Containing
  - n. PLC Program & Documentation (AB format)
  - o. Operator Interface files
  - p. O&M Manual files (MS Word format)
  - q. Drawings of MCP Panel (AutoCAD DWG format)
8. Provide up to 1 day of SCADA training to Client. This training will be provided for operators and maintenance staff. This training will be conducted after startup.

### **Phase 5.0: Funding Support**

W&C will provide funding support services for the project during the bidding and construction phases of the project:

- a. Coordination between FDEP and the City during the bidding and construction phases of the project.
- b. Complete and file Request for Inclusion for Construction, Design Agreement, Monitoring Reports, Disbursement Forms for Engineering Design Services, and Construction Request for Inclusion.
- c. Attend FDEP meetings and hearings related to this project.
- d. Prepare and Review Finance Plans, Schedules, and Pledged Revenues.
- e. Attend Update Meetings with the City.
- f. Identify pledge revenue/s to be applied to repaying construction loan.
- g. Complete Capital Financing Plan for Construction.
- h. Draft Funding Schedule.
- i. Assist in processing funds via electronic fund transfer (disbursement request) for Design Phase.
- j. Provide project status, updates and monitoring to W&C, City Staff and the FDEP.
- k. Assist in the draft schedule for implementing the recommended facilities.



- l. Complete the following, as appropriate: Construction Loan Application and Processing, Construction Loan Resolution for Adoption by Council, Legal Opinion for Approval, FFATA Forms, and EPA Forms)
- m. Draft and file the funding agreement between the City and the FDEP for Construction

**SCHEDULE**

Our estimated schedule based on receipt of a signed agreement on or before July 1, 2024 is as follows:

Phase	Start Date	Completion Date
Client Approval/Initiate Design	July 1, 2024	July 1, 2024
Phase 1.0: Bidding Services	July 2024	September 2024
Phase 2.0: Construction Administration	October 2024	March 2026
Phase 3.0: Construction Observation	October 2024	October 2025
Phase 4.0: SCADA Implementation	May 2025	October 2025
Phase 5.0: Funding Support	October, 2024	March 2026

If execution of the agreement is delayed, W&C reserves the right to extend the schedule based on the phase durations presented above.

The schedule is dependent on bidding and contract award timelines and may need to be adjusted accordingly with the mutual agreement of W&C and the City.

**ASSUMPTIONS AND UNDERSTANDINGS**

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

We are aware that the WWTF does not consistently achieve compliance with its discharge permit, and additional improvements beyond those included in this project are likely required to resolve the issues. We recommend that the City conduct a Comprehensive Plant Evaluation to identify the causes of noncompliance and develop recommendations to achieve consistent compliance.

- Material testing is the responsibility of the contractor and excluded from this scope of work.
- The construction contractor will be responsible for providing red-line as-builts for this project. Incorporating the redline as-builts into an updated set of record drawings is excluded from this project since the plant is anticipated to be repurposed in the future and reconfigured to be a master pump station. Record drawings can be provided as part of a future contract amendment.
- Operations & Maintenance manuals for each piece of new equipment will be provided to the plant staff at the end of the project. Updating the plant’s overall Operation & Maintenance manual is currently excluded from the project.





- Post-construction services is currently excluded from the project. Further engineering services after final completion of the project can be provided as part of a future contract amendment.

**BUDGET**

Compensation for the Engineering Services described herein will be based upon the following budgets that are not to be exceeded without prior written authorizations. The budget for each phase of service is as follows:

Description of Work	Budget	Billing Method
Phase 1.0: Bidding	\$35,000.00	Lump Sum
Phase 2.0: Construction Administration	\$222,500.00	Lump Sum
Phase 3.0: Construction Observation	\$36,000.00	Time & Materials
Phase 4.0: SCADA Implementation	\$30,000.00	Time & Materials
Phase 5.0: Funding Support	\$24,000.00	Lump Sum
<b>Total Fee</b>	<b>\$347,500.00</b>	

Phases 1, 2 and 5 are lump sum phases and will be invoiced monthly on a percent complete basis. Phase 3 and 4 will be invoiced on a time and materials basis for a not to exceed budget as identified above.

**TERMS AND CONDITIONS**

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and the City of LaBelle, Florida dated August 18, 2021.

**CLOSING**

We greatly appreciate this opportunity to offer our consulting services. If you accept this proposal and wish to proceed with the Scope of Services, please sign the below Authorization to Proceed and return a copy for our files.

Please feel free to contact me at 863.354.4416 or [jdemello@woodardcurran.com](mailto:jdemello@woodardcurran.com) if you have any questions regarding this proposal or require any further information.



Sincerely,

Woodard & Curran, Inc.



*Justin deMello*  
Justin deMello, PE  
Senior Client Manager

KF/laa

PN: 0234532.17

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

**AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

CITY OF LABELLE, FL

*Justin deMello* 06/19/2024  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Justin deMello, PE  
\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name (printed)

Vice President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Via Electronic Mail

September 30, 2024



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

Re: Proposal Clean Water Facility Plan Amendment

Dear Ms. Wilkins:

Woodard & Curran, Inc. (W&C) appreciates the opportunity to provide this proposal for professional engineering services to amend the Clean Water Facility Plan to meet the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) requirements for the City of LaBelle.

## **BACKGROUND**

The City of LaBelle is located in northwestern Hendry County on the south side of the Caloosahatchee River. The population is approximately 5,950 people as provided in the 2020 BEBR. An annual 2.5% population growth is expected to occur within the existing service area. The City has an aging wastewater collection and treatment system that is prone to sanitary sewer overflows during storm events and sporadic failure due to equipment exceeding its useful life.

In 2022, the City of LaBelle partnered with Woodard & Curran to develop a Clean Water Facility Plan to dovetail with the ongoing Wastewater Master Plan (performed by others). While the master plan focused on the City's long-term capital needs to address growth and the future of the City, the Facility Plan focused on the serving the existing customers needs along with planning for normal/census-based growth expected over a 20-year planning cycle.

Since planning began in 2022, the City of LaBelle has been placed on an Intended Use Plan (IUP) as part of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program. The program has identified the City of LaBelle for a grant award in the amount of \$19,823,318 to perform Clean Water System Upgrades largely described in the Facility Planning document.

In order to meet the requirements of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program the City needs to update the Facility Planning document to ensure that the recommended alternatives. This task order proposes the scope of work and budget for Woodard & Curran to amend the City's existing Clean Water Facilities Plan to demonstrate compliance with the specific requirements of the SAHFI grant, to enable its use for design and construction of the eligible wastewater system improvements.



## SCOPE OF SERVICES

Woodard & Curran will prepare an amendment to the City's Clean Water Facilities Plan and submit the Plan to the Florida Department of Environmental Protection (FDEP) for review and approval to enable the use of the City's SAHFI Grant to fund design and construction of the recommended Wastewater System Improvements. This scope of work includes the following tasks:

### **Task 1.0 Update Technical Plan**

Woodard & Curran will amend the technical components presented in the original Facilities Plan to highlight the specific elements to be funded using the SAHFI Grant.

Under this task, Woodard & Curran will prepare the Facilities Plan Amendment submittal, which incorporates the findings and results of Tasks 2.0, 3.0, and 4.0 below. The format of the amendment is anticipated to be an additional chapter to be appended to the original Facilities Plan to facilitate review and approval by FDEP and confirm SAHFI Grant Eligibility.

The amended plan recommendations will be presented to City leadership for adoption at a City Commission Meeting.

### **Task 2.0 Address SAHFI Grant Eligibility Requirements**

Woodard & Curran will provide justification for grant eligibility by describing how individual project elements meet the Clean Water SAHFI program goals. Applicable elements are anticipated to address the following:

Projects that prevent interruption of collection system operation in the event of a flood or natural disaster, including but not limited to:

- Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities
- Physical "hardening" or waterproofing of pumps and electrical equipment at pump stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including:
  - Installation of submersible pumps
  - Waterproofing electrical components (e.g., pump motors)
  - Waterproofing circuitry
  - Dry floodproofing/sealing of structure to prevent floodwater penetration
  - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)
- Installation/construction of redundant collection system components and equipment
- Correction of significant infiltration and inflow problems that increase the likelihood of sewer backups or flooding of a treatment works
- Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures.
- Regionalization project that enables diversion of wastewater flows to an alternate system for emergency wastewater collection and treatment services.



- SCADA system projects to allow remote or multiple system operation locations
- Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection systems

Projects that prevent floodwaters from entering a treatment works, including but not limited to:

- Relocation of facilities to less flood prone areas

Projects that maintain the operation of a treatment works and the integrity of the treatment train in the event of a flood or natural disaster, including but not limited to:

- Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities
- Installation of larger capacity storage tanks
- Replacement of damaged equipment with more energy efficient equipment
- Waterproofing electrical components
- SCADA system projects that allow remote or multiple system operation locations

**Task 3.0 Identify Potential Project Amendments**

Based on the anticipated grant program budget and the needs to demonstrate program eligibility, Woodard & Curran will identify additional project elements that need to be added to further demonstrate program eligibility and that can be included in the project to maximize the benefit of the grant funds to the City of LaBelle and its wastewater system.

**Task 4.0 Update Project Cost Estimate**

Woodard & Curran will update the cost estimate for the recommended alternatives described in the Facilities Plan proposed to be funded by the SAHFI Grant funds to demonstrate how those funds will be used to cover the anticipated project costs.

**Task 5.0 Project Management and Coordination**

This task consists of activities necessary to inform the City of the project’s needs; monitor and control the funding and grant administration process; coordinate information and meetings; coordinate with project stakeholders; reach timely decisions to meet the project schedule; prepare reports to the City on the progress of the project and provide status of schedule and budget; and provide financial oversight.

The purpose of this task is to support general project administration, project management, permit acquisition, participation in conference calls, attendance at project meetings, and expenses. It includes:

- Development of a project schedule;
- Preparation of progress reports, identifying project progress to date, and schedule and financial updates;
- Invoicing on a monthly basis;
- Attendance and Facilitation of Coordination meetings with the City

**SCHEDULE**

This scope of work is estimated to be completed over a period of six months, to commence upon receipt of notice-to-proceed from the City. Woodard & Curran will prioritize the completion of interim deliverables to be completed earlier, especially where possible to accelerate the timeline for commencing design and construction.



**BUDGET**

The project will be completed on a lump-sum basis for an amount not to exceed \$125,000. This project is eligible to be funded through the SAHFI Grant and is therefore anticipated to be fully reimbursable to the City. The proposed budget for completion of the work described herein is summarized below:

Task	Description	Fee
1.0	Update Technical Plan	\$55,000
2.0	Address SAHFI Grant Eligibility Requirements	\$20,000
3.0	Identify Potential Project Amendments	\$20,000
4.0	Update Project Cost Estimate	\$15,000
5.0	Project Management and Coordination	\$15,000
<b>Total:</b>		<b>\$125,000</b>

**TERMS AND CONDITIONS**

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and the City of LaBelle dated \_\_\_\_\_.

**CLOSING**

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

Sincerely,

WOODARD & CURRAN, INC.



*Justin F. deMello*  
Justin F. deMello, PE  
Senior Principal

Enclosure(s)

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

**AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

CITY OF LABELLE, FL

9/30/2024

*Justin F. deMello*

Signature

Date

Signature

Date

Justin F. deMello, PE

Name (printed)

Name (printed)

Senior Principal

Title

Title

Via Electronic Mail

September 30, 2024



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

Re: Proposal Drinking Water Facility Plan Amendment

Dear Ms. Wilkins:

Woodard & Curran, Inc. (W&C) appreciates the opportunity to provide this proposal for professional engineering services to amend the Drinking Water Facility Plan to meet the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) requirements for the City of LaBelle.

## **BACKGROUND**

The City of LaBelle is located in northwestern Hendry County on the south side of the Caloosahatchee River. The population is approximately 5,950 people as provided in the 2020 BEBR. An annual 2.5% population growth is expected to occur within the existing service area. The City has an aging drinking water system with miles of asbestos pipe that's prone to breaks, meters that are beyond their useful life and many short lived assets at the Water Treatment Facility that need to be repaired, upgraded and replaced.

In 2022, the City of LaBelle partnered with Woodard & Curran to develop a Drinking Water Facility Plan to dovetail with the ongoing Drinking Water Master Plan (performed by others). While the master plan focused on the City's long-term capital needs to address growth and the future of the City, the Facility Plan focused on the serving the existing customers needs along with planning for normal/census-based growth expected over a 20-year planning cycle.

Since planning began in 2022, the City of LaBelle has been placed on an Intended Use Plan (IUP) as part of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program. The program has identified the City of LaBelle for a grant award in the amount of \$19,500,000 to perform Drinking Water System Upgrades largely described in the Facility Planning document.

In order to meet the requirements of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program the City needs to update the Facility Planning document to ensure that the recommended alternatives. This task order proposes the scope of work and budget for Woodard & Curran to amend the City's existing Drinking Water Facilities Plan to demonstrate compliance with the specific requirements of the SAHFI grant, to enable its use for design and construction of the eligible water system improvements.



## SCOPE OF SERVICES

Woodard & Curran will prepare an amendment to the City's Drinking Water Facilities Plan and submit the Plan to the Florida Department of Environmental Protection (FDEP) for review and approval to enable the use of the City's SAHFI Grant to fund design and construction of the recommended Drinking Water System Improvements. This scope of work includes the following tasks:

### **Task 1.0 Update Technical Plan**

Woodard & Curran will amend the technical components presented in the original Facilities Plan to highlight the specific elements to be funded using the SAHFI Grant.

Under this task, Woodard & Curran will prepare the Facilities Plan Amendment submittal, which incorporates the findings and results of Tasks 2.0, 3.0, and 4.0 below. The format of the amendment is anticipated to be an additional chapter to be appended to the original Facilities Plan to facilitate review and approval by FDEP and confirm SAHFI Grant Eligibility.

The amended plan recommendations will be presented to City leadership for adoption at a City Commission Meeting.

### **Task 2.0 Address SAHFI Grant Eligibility Requirements**

Woodard & Curran will provide justification for grant eligibility by describing how individual project elements meet the Drinking Water SAHFI program goals. Applicable elements are anticipated to address the following:

Projects that prevent interruption of distribution system operation in the event of a flood or natural disaster, including but not limited to:

- Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities
- Replacement of damaged equipment with more energy efficient equipment
- Physical "hardening" or waterproofing of pumps and electrical equipment at pump stations and other components of distribution systems (including storage facilities and associated equipment) through upgrade or replacement, including:
  - Waterproofing electrical components (e.g., pump motors)
  - Waterproofing circuitry
  - Dry floodproofing/sealing of structure to prevent floodwater penetration
  - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage-resistant windows, storm shutters)
- Installation/construction of redundant distribution system components and equipment
- SCADA system projects to allow remote or multiple system operation locations

Projects that maintain the operation of a drinking water treatment plant, intake or well in the event of a flood or natural disaster, including but not limited to:

- Installation of back-up energy supply or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) and/or hardening of existing connections to the power grid





- Physical “hardening” or waterproofing of pumps and electrical equipment at pump stations and other components of distribution systems (including storage facilities and associated equipment) through upgrade or replacement, including:
  - Waterproofing electrical components (e.g., pump motors)
  - Waterproofing circuitry
  - Dry floodproofing/sealing of structure to prevent floodwater penetration
  - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage-resistant windows, storm shutters)
- Installation of larger capacity storage tanks
  - Installation of larger capacity chemical storage tanks for continued treatment in absence of delivery service
  - Installation of larger capacity fuel storage tanks for back-up generators
  - Installation of larger capacity water storage facilities (e.g., raw water reservoirs, backwash tanks, contact basins)
- SCADA system projects to allow remote or multiple system operation locations

### **Task 3.0 Identify Potential Project Amendments**

Based on the anticipated grant program budget and the needs to demonstrate program eligibility, Woodard & Curran will identify additional project elements that need to be added to further demonstrate program eligibility and that can be included in the project to maximize the benefit of the grant funds to the City of LaBelle and its drinking water system.

### **Task 4.0 Update Project Cost Estimate**

Woodard & Curran will update the cost estimate for the recommended alternatives described in the Facilities Plan proposed to be funded by the SAHFI Grant funds to demonstrate how those funds will be used to cover the anticipated project costs.

### **Task 5.0 Project Management and Coordination**

This task consists of activities necessary to inform the City of the project’s needs; monitor and control the funding and grant administration process; coordinate information and meetings; coordinate with project stakeholders; reach timely decisions to meet the project schedule; prepare reports to the City on the progress of the project and provide status of schedule and budget; and provide financial oversight.

The purpose of this task is to support general project administration, project management, permit acquisition, participation in conference calls, attendance at project meetings, and expenses. It includes:

- Development of a project schedule;
- Preparation of progress reports, identifying project progress to date, and schedule and financial updates;
- Invoicing on a monthly basis;
- Attendance and Facilitation of Coordination meetings with the City

**SCHEDULE**

This scope of work is estimated to be completed over a period of six months, to commence upon receipt of notice-to-proceed from the City. Woodard & Curran will prioritize the completion of interim deliverables to be completed earlier, especially where possible to accelerate the timeline for commencing design and construction.



**BUDGET**

The project will be completed on a lump-sum basis for an amount not to exceed \$47,000. This project is eligible to be funded through the SAHFI Grant and is therefore anticipated to be fully reimbursable to the City. The proposed budget for completion of the work described herein is summarized below:

Task	Description	Fee
1.0	Update Technical Plan	\$18,000
2.0	Address SAHFI Grant Eligibility Requirements	\$8,000
3.0	Identify Potential Project Amendments	\$7,000
4.0	Update Project Cost Estimate	\$8,000
5.0	Project Management and Coordination	\$6,000
<b>Total:</b>		<b>\$47,000</b>

**TERMS AND CONDITIONS**

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and the City of LaBelle dated \_\_\_\_\_.

**CLOSING**

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

Sincerely,

WOODARD & CURRAN, INC.



Justin F. deMello, PE  
Senior Principal

Enclosure(s)

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

**AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

CITY OF LABELLE, FL

9/30/2024

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Justin F. deMello, PE

\_\_\_\_\_  
Name (printed)

Senior Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

Via Electronic Mail

October 1, 2024



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

Re: Funding Support Proposal – Clean Water SAHFI

Dear Ms. Wilkins:

Woodard & Curran, Inc. (W&C) appreciates the opportunity to provide this proposal for fiscal solutions services to administer the Clean Water SAHFI project to meet the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) requirements for the City of LaBelle.

## **BACKGROUND**

The City of LaBelle is located in northwestern Hendry County on the south side of the Caloosahatchee River. The population is approximately 5,950 people as provided in the 2020 BEBR. An annual 2.5% population growth is expected to occur within the existing service area. The City has an aging wastewater collection and treatment system that is prone to sanitary sewer overflows during storm events and sporadic failure due to equipment exceeding its useful life.

In 2022, the City of LaBelle partnered with Woodard & Curran to develop a Clean Water Facility Plan to dovetail with the ongoing Wastewater Master Plan (performed by others). While the master plan focused on the City's long-term capital needs to address growth and the future of the City, the Facility Plan focused on the serving the existing customers needs along with planning for normal/census-based growth expected over a 20-year planning cycle.

Since planning began in 2022, the City of LaBelle has been placed on an Intended Use Plan (IUP) as part of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program. The program has identified the City of LaBelle for a grant award in the amount of \$19,823,318 to perform Clean Water System Upgrades largely described in the Facility Planning document.

In order to meet the requirements of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program the City needs to update the Facility Planning document to ensure that the recommended alternatives. This task order proposes the scope of work and budget for Woodard & Curran to amend the City's existing Clean Water Facilities Plan to demonstrate compliance with the specific requirements of the SAHFI grant, to enable its use for design and construction of the eligible wastewater system improvements.



**SCOPE OF SERVICES**

This scope of services provided by W&C under this proposal is to provide SRF funding support for the WWTP Upgrades and Expansion project during the planning, design and construction phases. The specifics of each phase as well as the overall Project Management and Coordination for construction administration to be provided by W&C are summarized below.

**Phase 1.0 SRF Funding Support Deliverables - Planning**

W&C will provide funding support activities as follows during the planning phase of the project, to include:

- Coordination between FDEP and the City of LaBelle during planning phase of the project.
- Complete and file Request for Inclusion for Design
- Prepare and submit necessary financial statement support
- Prepare and review Finance Plans, Schedules, and Pledged Revenues
- Complete draft Legal Opinion for approval and signature by City Attorney
- Complete and file CCNA Forms
- Draft and file the funding agreement between the City and the FDEP
- Quarterly Budget Updates
- Complete and file Monitoring Reports
- Complete and file Disbursement Forms for services
- Disbursement processing and tracking
- Attend FDEP meetings and hearings related to this project.
- Attend Monthly Update Meetings with City on progress
- Assistance as needed through annual/single audit
- Complete and file request for planning approval

**Phase 2.0 SRF Funding Support Deliverables - Design**

Upon a notice-to-proceed from the City, W&C will provide funding support activities as follows during the design phase of the project, to include:

- Review biddable plans & specifications and submit to department for approval
- Coordination between FDEP and the City of LaBelle during design phase of the project.
- Complete and file Request for Inclusion
- Prepare and submit necessary financial statement support
- Complete Loan Resolution for adoption by Commission



- Prepare and review Finance Plans, Schedules, and Pledged Revenues
- Complete draft Legal Opinion for approval and signature by City Attorney
- Complete and file CCNA Forms
- Draft and file the funding agreement between the City and FDEP
- Review and process Engineering/Vendor Agreements
- Review and process Engineer/Vendor Invoice
- Prepare and submit bid documentation checklist to DEP
- Draft Funding Schedule
- Assist in the draft schedule for implementing the recommended facilities
- Provide project status, updates and monitoring to the Engineer, City Staff and the FDEP.
- Quarterly Budget Updates
- Complete and file Disbursement Forms for services
- Disbursement processing and tracking
- Attend FDEP meetings and hearings related to this project.
- Attend Monthly Update Meetings with City on progress
- Assistance as needed through annual/single audit
- Assistance through design closeout

**Phase 3.0 SRF Funding Support Deliverables - Construction**

Upon a notice-to-proceed from the City, W&C will provide funding support activities as follows during the construction phases of the project, to include:

- Review biddable plans & specifications and submit to department for approval
- Coordination between FDEP and the City of LaBelle during construction phases of the project.
- Complete and file Request for Inclusion for construction
- Complete Construction Loan Application and processing
- Prepare and submit necessary financial statement support
- Complete Construction Loan Resolution for adoption by Commission
- Prepare and review Finance Plans, Schedules, and Pledged Revenues
- Complete draft Legal Opinion for approval and signature by City Attorney
- Complete and file FFATA Forms
- Complete and file EPA Forms



- Complete and file CCNA Forms
- Draft and file the funding agreement between the City and the FDEP for construction
- Assist with Notice to Proceed/Award phase
- Process necessary Change Orders
- Review and process Engineering/Vendor Agreements
- Review and process Engineer/Vendor Invoice
- Prepare, submit, and process Davis-Bacon Requirements
- Conduct In-field labor interviews
- Review pay-roll for Davis-Bacon compliance
- Attend and review bid opening
- Prepare and submit bid documentation checklist to DEP
- Attend and present at Pre-Construction Meeting
- Conduct in-field inspections for BABA compliance
- Submit BABA Certifications, Letters, and documents to DEP for compliance
- Coordinate with DEP for in-field inspections as scheduled
- Draft Funding Schedule
- Assist in the draft schedule for implementing the recommended facilities
- Provide project status, updates and monitoring to the Engineer, City Staff and the FDEP.
- Quarterly Budget Updates
- Complete and file Monitoring Reports
- Complete and file Disbursement Forms for services
- Disbursement processing and tracking
- Attend FDEP meetings and hearings related to this project.
- Attend Monthly Update Meetings with City on progress
- Assistance as needed through annual/single audit
- Complete and file construction closeout documentation
- Complete and submit Engineer Certification of Completion



**SCHEDULE**

Phase	Description	Schedule
1.0	SRF Funding Support - Planning	6 months
2.0	SRF Funding Support - Design	12 months
3.0	SRF Funding Support - Construction	24 months

This scope of work is estimated to be completed over a period of six months for planning, twelve months for design, and twenty-four months for construction. Phase 2.0 and Phase 3.0 will commence upon receipt of notice-to-proceed from the City. Woodard & Curran will prioritize the completion of interim deliverables to be completed earlier, especially where possible to accelerate the timeline for commencing design and construction.

**BUDGET**

The project will be completed on a lump-sum basis for an amount not to exceed \$469,438. This project is eligible to be funded through the SAHFI Grant and is therefore anticipated to be fully reimbursable to the City. The proposed budget for completion of the work described herein is summarized below:

Task	Description	Fee
1.0	SRF Funding Support - Planning	\$5,000
2.0	SRF Funding Support - Design	\$42,030
3.0	SRF Funding Support - Construction	\$422,408
<b>Total:</b>		<b>\$469,438</b>

**TERMS AND CONDITIONS**

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and **Error! Reference source not found.** dated \_\_\_\_\_.

**CLOSING**

We greatly appreciate this opportunity to offer our consulting services. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated

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below and return a copy for our files. Please feel free to call me at 863.354.4416 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.



Justin F. deMello, PE  
Senior Principal

Enclosure(s)

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

**AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

CITY OF LABELLE, FL

10/1/2024

Signature

Date

Justin F. deMello, PE

Name (printed)

Senior Principal

Title

Signature

Date

Name (printed)

Title

Via Electronic Mail

October 1, 2024



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

Re: Funding Support Proposal – Drinking Water SAHFI

Dear Ms. Wilkins:

Woodard & Curran, Inc. (W&C) appreciates the opportunity to provide this proposal for fiscal solutions services to administer the Drinking Water SAHFI project to meet the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) requirements for the City of LaBelle.

## **BACKGROUND**

The City of LaBelle is located in northwestern Hendry County on the south side of the Caloosahatchee River. The population is approximately 5,950 people as provided in the 2020 BEBR. An annual 2.5% population growth is expected to occur within the existing service area. The City has an aging drinking water system with miles of asbestos pipe that's prone to breaks, meters that are beyond their useful life and many short lived assets at the Water Treatment Facility that need to be repaired, upgraded and replaced.

In 2022, the City of LaBelle partnered with Woodard & Curran to develop a Drinking Water Facility Plan to dovetail with the ongoing Drinking Water Master Plan (performed by others). While the master plan focused on the City's long-term capital needs to address growth and the future of the City, the Facility Plan focused on the serving the existing customers needs along with planning for normal/census-based growth expected over a 20-year planning cycle.

Since planning began in 2022, the City of LaBelle has been placed on an Intended Use Plan (IUP) as part of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program. The program has identified the City of LaBelle for a grant award in the amount of \$19,500,000 to perform Drinking Water System Upgrades largely described in the Facility Planning document.

In order to meet the requirements of the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program the City needs to update the Facility Planning document to ensure that the recommended alternatives. This task order proposes the scope of work and budget for Woodard & Curran to amend the City's existing Drinking Water Facilities Plan to demonstrate compliance with the specific requirements of the SAHFI grant, to enable its use for design and construction of the eligible water system improvements.



**SCOPE OF SERVICES**

This scope of services provided by W&C under this proposal is to provide SRF funding support for the Drinking Water System Improvements project during the planning, design and construction phases. The specifics of each phase as well as the overall Project Management and Coordination for construction administration to be provided by W&C are summarized below.

**Phase 1.0 SRF Funding Support Deliverables - Planning**

W&C will provide funding support activities as follows during the planning phase of the project, to include:

- Coordination between FDEP and the City of LaBelle during planning phase of the project.
- Complete and file Request for Inclusion for Design
- Prepare and submit necessary financial statement support
- Prepare and review Finance Plans, Schedules, and Pledged Revenues
- Complete draft Legal Opinion for approval and signature by City Attorney
- Complete and file CCNA Forms
- Draft and file the funding agreement between the City and the FDEP
- Quarterly Budget Updates
- Complete and file Monitoring Reports
- Complete and file Disbursement Forms for services
- Disbursement processing and tracking
- Attend FDEP meetings and hearings related to this project.
- Attend Monthly Update Meetings with City on progress
- Assistance as needed through annual/single audit
- Complete and file request for planning approval

**Phase 2.0 SRF Funding Support Deliverables - Design**

Upon a notice-to-proceed from the City, W&C will provide funding support activities as follows during the design phase of the project, to include:

- Review biddable plans & specifications and submit to department for approval
- Coordination between FDEP and the City of LaBelle during design phase of the project.
- Complete and file Request for Inclusion
- Prepare and submit necessary financial statement support
- Complete Loan Resolution for adoption by Commission



- Prepare and review Finance Plans, Schedules, and Pledged Revenues
- Complete draft Legal Opinion for approval and signature by City Attorney
- Complete and file CCNA Forms
- Draft and file the funding agreement between the City and FDEP
- Review and process Engineering/Vendor Agreements
- Review and process Engineer/Vendor Invoice
- Prepare and submit bid documentation checklist to DEP
- Draft Funding Schedule
- Assist in the draft schedule for implementing the recommended facilities
- Provide project status, updates and monitoring to the Engineer, City Staff and the FDEP.
- Quarterly Budget Updates
- Complete and file Disbursement Forms for services
- Disbursement processing and tracking
- Attend FDEP meetings and hearings related to this project.
- Attend Monthly Update Meetings with City on progress
- Assistance as needed through annual/single audit
- Assistance through design closeout

### **Phase 3.0 SRF Funding Support Deliverables - Construction**

Upon a notice-to-proceed from the City, W&C will provide funding support activities as follows during the construction phases of the project, to include:

- Review biddable plans & specifications and submit to department for approval
- Coordination between FDEP and the City of LaBelle during construction phases of the project.
- Complete and file Request for Inclusion for construction
- Complete Construction Loan Application and processing
- Prepare and submit necessary financial statement support
- Complete Construction Loan Resolution for adoption by Commission
- Prepare and review Finance Plans, Schedules, and Pledged Revenues
- Complete draft Legal Opinion for approval and signature by City Attorney
- Complete and file FFATA Forms
- Complete and file EPA Forms
- Complete and file CCNA Forms



- Draft and file the funding agreement between the City and the FDEP for construction
- Assist with Notice to Proceed/Award phase
- Process necessary Change Orders
- Review and process Engineering/Vendor Agreements
- Review and process Engineer/Vendor Invoice
- Prepare, submit, and process Davis-Bacon Requirements
- Conduct In-field labor interviews
- Review pay-roll for Davis-Bacon compliance
- Attend and review bid opening
- Prepare and submit bid documentation checklist to DEP
- Attend and present at Pre-Construction Meeting
- Conduct in-field inspections for BABA compliance
- Submit BABA Certifications, Letters, and documents to DEP for compliance
- Coordinate with DEP for in-field inspections as scheduled
- Draft Funding Schedule
- Assist in the draft schedule for implementing the recommended facilities
- Provide project status, updates and monitoring to the Engineer, City Staff and the FDEP.
- Quarterly Budget Updates
- Complete and file Monitoring Reports
- Complete and file Disbursement Forms for services
- Disbursement processing and tracking
- Attend FDEP meetings and hearings related to this project.
- Attend Monthly Update Meetings with City on progress
- Assistance as needed through annual/single audit
- Complete and file construction closeout documentation
- Complete and submit Engineer Certification of Completion



**SCHEDULE**

Phase	Description	Schedule
1.0	SRF Funding Support - Planning	6 months
2.0	SRF Funding Support - Design	12 months
3.0	SRF Funding Support - Construction	24 months

This scope of work is estimated to be completed over a period of six months for planning, twelve months for design, and twenty-four months for construction. Phase 2.0 and Phase 3.0 will commence upon receipt of notice-to-proceed from the City. Woodard & Curran will prioritize the completion of interim deliverables to be completed earlier, especially where possible to accelerate the timeline for commencing design and construction.

**BUDGET**

The project will be completed on a lump-sum basis for an amount not to exceed \$466,000. This project is eligible to be funded through the SAHFI Grant and is therefore anticipated to be fully reimbursable to the City. The proposed budget for completion of the work described herein is summarized below:

Phase	Description	Fee
1.0	SRF Funding Support - Planning	\$3,000
2.0	SRF Funding Support - Design	\$29,000
3.0	SRF Funding Support - Construction	\$434,000
<b>Total:</b>		<b>\$466,000</b>

**TERMS AND CONDITIONS**

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and **Error! Reference source not found.** dated \_\_\_\_\_.

**CLOSING**

We greatly appreciate this opportunity to offer our consulting services. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated

\_\_\_\_\_





# Forrey Park

Section 5, Item L.





**Total Construction Costs to date = \$ 2,957,378.90**

## Construction Cost Examples

- New irrigation for all three fields, along with new main line
- Irrigation cost \$25,000.00
- These 3 fields have been rebuilt from scratch starting in January 2024
- Cost of clay \$42,000.00
- Cost of fill dirt to raise SR. field \$18,600.90
- Total costs \$85,600.90



# Sr. Field Before & After

• January 2024



• June 2024





# Before & After

**Majors and Softball  
January 2024**



**Majors Field June 2024**



**Softball Field June 2024**



**2 Baseball Fields left to complete after concession stand is done,**

**Estimated cost \$120,000 - \$130,000**



- New pump station along with new wiring for all wells and electrical panels
- Electric cost \$6,400.00

## Pump Station

Section 5, Item L.





# Recharge Wells

- Well pumps costs \$16,000.00

Pump 1



Pump 2



Pump 3





## Field Clay Storage

- Storage Bin for clay and conditioner
- Cost of bin blocks \$8,420.00
- Cost of concrete and grading \$5,100.00
- Total cost \$13,520.00



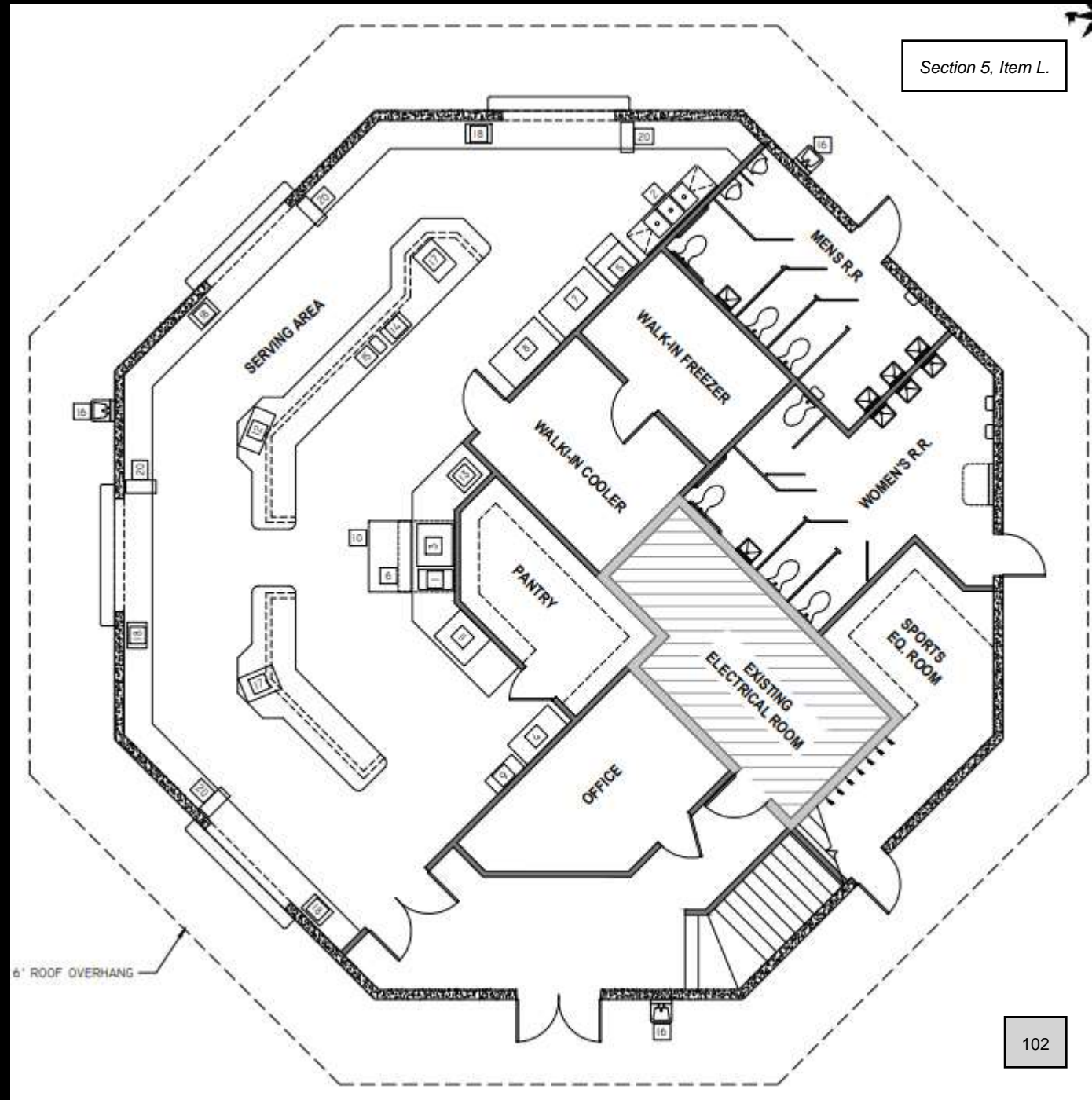


- **Future home of the Concession stand**



# Concession Design

- Sq footage equals roughly 3,264 sq. ft.
- Estimates are \$320- \$575 a sq ft
- Designs to accommodate a second floor in the future
- Building will be bided out





## Possible future home of Recreation Center/ Hurricane Shelter



- Possible Grant Funding
- Includes actual building, full kitchen, restrooms and storage.



# Future Amenities



## Outdoor Theater

- Future Home for the outdoor theater
- Includes artificial turf/ or fill dirt (150' x 150') and 15' to 20' movie screen
- Estimated cost \$210,656.25



# Pickleball/ Tennis & Basketball court

- Future home of Pickle Ball/ Tennis Court
- Basketball Court
- Estimated cost \$522,920.00 (includes 6 tennis & pickleball & 4 basketball courts)





**Future home of the Horse shoe and  
Cornhole covered pavilion**

- Estimated cost \$43,000.00
- Size 50' x 60'x 12' high

# In Addition misc. amenities

- Picnic Tables
- Gazebos
- Grills
- Beach volleyball

# 2023-2024 Forrey Budget

	Account Number	Actual 2022-2023	Adjusted 2023-2024	NOTES
Supplemental @25 Collection	004-0016-338.30-00	\$ 130,000	\$ 149,186	
City of LaBelle Donation		\$ 43,000	\$ 43,724	
Cash Balance Forward	004-0000-301.20-00	\$ 884,891	\$ 794,846	
<b>Total Revenue</b>		<b>\$ 1,057,891</b>	<b>\$ 987,756</b>	
Salaries	004-4002-572.12-00	\$ 56,000	\$ 70,000	
FICA Taxes	004-4002-572.21-00	\$ 4,284	\$ 5,356	
Retirement Contributions	004-4002-572.22-00	\$ 6,166	\$ 9,466	
Life & Health Contributions	004-4002-572.23-00	\$ 12,000	\$ 12,722	
Professional Services	004-4002-572-3100	\$ 30,000	\$ 30,000	
Auditing & Accounting	004-4002-572-3200	\$ 2,500	\$ 2,500	
Contractual Services	004-4002-572.34-00	\$ 63,000	\$ 63,000	
Communications	004-4002-572-4100	\$ 4,000	\$ 4,000	
Fuel	004-4002-572.52-02	\$ 5,000	\$ 5,000	
Utility Services	004-4002-572.43-00	\$ 10,000	\$ 10,000	
Repairs & Maintenance	004-4002-572.46-00	\$ 2,000	\$ 2,000	
Office Supplies	004-4002-572-5100	\$ 1,000		
Janitorial Supplies	004-4002-572.51-20	\$ 1,000	\$ 250	
Operating Supplies	004-4002-572.52-00	\$ 6,000	\$ 6,500	
Principal	004-4002-572.71-00	\$ 66,000	\$ 66,000	LOAN
Interest	004-4002-572.72-00	\$ 39,000	\$ 39,000	LOAN
<b>Total Operating Expenditure</b>		<b>\$ 307,950</b>	<b>\$ 325,794</b>	
Machinery & Equipment	004-4002-572.64-00	\$ 10,000	\$ 11,962	
Buildings	004-4002-572.62-00			
Improv Other Than Buildings	004-4002-572.63-01			
<b>Capital Outlay</b>		<b>\$ 10,000</b>	<b>\$ 11,962</b>	
Contingencies	004-4002-572.99-01	\$ 739,941	\$ 650,000	
<b>Total Reserves</b>		<b>\$ 739,941</b>	<b>\$ 650,000</b>	
<b>Total Expenditures</b>		<b>\$ 1,057,891</b>	<b>\$ 987,756</b>	



# Forrey Park Loan \$1,400,000.

- Payment amounts
- Principal account \$66,000
- Interest account \$39,000
- Total \$105,000 / year to end in November 2037

## Issuer

Name of Governmental Unit:  
Hendry-LaBelle Recreation Board

Mailing Address of Governmental Unit or its Manager:  
310 West Cowboy Way

Address 2:  
(blank)

City: LaBelle State: FL Zip Code: 33935

Counties in which governmental unit has jurisdiction:  
Hendry

Type of Issuer:  
Other

Other Issuer Type:  
F.S. 163.01, 125 and 166

Is the Issuer a Community Development District?  
No

## Bond Information

### Bond Issue Detail(s):

Name of Bond Issue	Amount Issued	Interest Calculation	Yield
Improvements at LaBelle Recreation Park - Forrey Drive	1,400,000.00	True Interest Cost Rate	2.75

Amount Authorized:  
1,400,000.00

LaBelle Regional Sport Complex

Dated Date:  
11/19/2019

Sale Date:  
11/19/2019

Delivery Date:  
11/19/2019

Legal Authority For Issuance:  
Other

Other Legal Authority for Issuance:  
F.S. 163.01, 125 and 166

Type Of Issue:  
Bank Loan/Line of Credit

Is this a Private Activity Bond?  
No

Specific Revenue(s) Plledged:  
Primary: Special Assessment  
Secondary: Special Assessment

Purpose(s) of the Issue:  
Primary: Recreational Facilities  
Secondary: Recreational Facilities

Loan payment  
105,000.00  
Until November  
2037

Director



Thank you from our Staff.  
Any Questions?

Assistant Director

Section 5, Item L.

Office Manager

Grounds Keepers

Grounds Keepers



CITY OF LABELLE, FLORIDA  
PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as “Master Services Agreement” or “Agreement”) is made and entered into this 10th day of October, 2024, between the City Commission of the City of LaBelle, a municipality incorporated in the State of Florida (hereinafter referred to as the “City”) and Tetra Tech, Inc. (hereinafter referred to as the “Consultant”).

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Engineering Services for Drinking Water, Wastewater, and Stormwater Funding, Design, and Construction Administration Services, and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of LaBelle, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants Competitive Negotiation Act, §287.055, Florida Statutes, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES

Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY

The term “City” shall refer to the City of LaBelle, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City’s behalf relative to this Agreement.

2.02 CONSULTANT

The term “Consultant” shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES

The term “Professional Services” shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term “Sub-Consultant” shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

2.05 SUBCONTRACTOR

The term "Subcontractor" shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

2.06 PROJECT

The term "Project" shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

2.07 BASIC SERVICES

The term "Basic Services" shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

2.08 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such professional services as the City may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.09 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant's general administrative and overhead costs and profit.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the City may do so by issuance of a written change order to the Consultant.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term "Supplemental Task Authorization" as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

2.11 MAYOR

The term "Mayor" shall refer to the Mayor or his designee requesting the service, employed by the City Commission to serve and act on the City's behalf, as it relates to this project. The Mayor within the authority conferred by the City Commission, acting as the City's designated representative shall issue written notification to the Consultant of any and all changes approved by the City in the Consultant's: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or supplemental task authorization(s) pertaining thereto. The Mayor shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.12 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. The Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the

Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant's compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the City and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the City shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the City covering all such costs and expenses; and

With the understanding and agreement that the Consultant's invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the City; and with the understanding and agreement that when the Consultant's compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Hendry County and in the City of LaBelle, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT’S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant’s Project Director. The Consultant’s Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant’s Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the City in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant’s Project Director shall be subject to the prior approval and acceptance of the City.

3) CONSULTANT’S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify City’s Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant’s Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the City shall request, in writing, be removed, this request may be made by the City with or without cause.

5) IMMIGRATION LAW COMPLIANCE

Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors and subcontractors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. The City may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances and codes issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, in its services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY AND HOLD HARMLESS

Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify and hold harmless the City of LaBelle, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consultant and City agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, City agrees that the Consultant will not be liable for damages arising out of the negligence of the City, its officers, or employees.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its cost and expenses and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the City.

The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time after written notice, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the City for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

- 1) In the event the services required pursuant to this Agreement include the Consultant preparing and submitting to the City cost estimates, the Consultant, by exercise of this experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under this Agreement. Any opinions or estimates of probable construction costs to be provided under this Agreement by the Consultant are to be made or reviewed on the basis of Consultant's experience and qualifications and represent the Consultant's judgment as an experienced and qualified professional, familiar generally with the construction industry. The City agrees that the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others or control over competitive bidding or market conditions, nor the Contractor's methods of determining prices. However, while Consultant cannot and does not guarantee that proposals, bids, or actual final construction

costs will not vary from the opinions or estimates prepared or reviewed by the Consultant, City may choose to employ an independent cost estimator in order to achieve greater assurance of actual construction costs.

3.10 PERMITS

The Consultant, if applicable to the Consultant's Scope of Services, will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the City and made payable to the respective governmental body upon the Consultant furnishing the City satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the City so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the CITY request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations authorized thereto shall be understood and agreed to compensate the Consultant for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the Consultant regarding requirements the City has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational,



equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant’s request, the City agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the City to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the City such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF CITY’S DESIGNATED REPRESENTATIVES

The City agrees that the Mayor and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The City further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO CITY PROPERTY

The City agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to City property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with City operations, or the operations carried on by others under a lease, or other contractual arrangement with the City, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant’s normal office and/or field work days and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant’s invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The City shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

- a) The City shall pay Consultant on the basis of services completed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment, as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the City. No payments shall be made for Consultant’s work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the City.
- b) The City shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant’s work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the City. The decision of the City shall be final as to the work-in-progress percentages paid. Payment by the City for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the City of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this

manner shall be identified in the Compensation and Method of Payment with the notation (w/i/p). Only tasks so identified will be paid on a work-in-progress percentage basis.

3) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant’s invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar days payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar days’ period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Consultant’s services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the City and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant’s time of performance. Upon receipt of the Consultant’s request for an extension of time, the City shall grant the extension if the City determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the City, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the City on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the City at its option, may, upon written notice to the Consultant, and affording Consultant reasonable time and opportunity to investigate, refute or cure, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) and supplemental task authorization(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00-CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its sub-consultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such sub-consultant shall decline the representation upon written notice by the City.

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the City as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM LABELLE GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as “Vendor”. The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

The Vendor shall procure and maintain property insurance (Builder’s Risk, Installation Floaters, etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City’s separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City’s separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

Certificates issued as a result of the award of this solicitation must identify: “For any and all work performed on behalf of the City of LaBelle.”

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of LaBelle, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of LaBelle. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: “For any and all work performed on behalf of the City of LaBelle.”

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor’s sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased.

or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00-REPRESENTATION OF THE CITY

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the City in this manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant’s services or work involves construction contract administrative support services, the Consultant is not authorized to act on the City’s behalf, and shall not act on the City’s behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The City will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

All final documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the City of a written change order deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the City, shall be delivered by the Consultant to the City within seven (7) calendar days of the City making such a request. In the event the City gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the City of a written change order deleting all or part of the services or work required, the Consultant shall deliver to the City the requested documents as set forth hereinabove, with the mutual understanding and commitment by the City that compensation earned or owing to the commitment by the City that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the notice of termination or change order.

The Consultant, at its expense, may make and retain copies of all documents delivered to the City for reference and internal use. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without the prior expressed written permission of the City.

Any use by the City of said documents, data and information contained therein, obtained by the City under the provisions of this Agreement for therein, obtained by the City under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the City, and without liability to the Consultant. The City shall be liable and agrees to be liable for and shall indemnify, defend and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys’ fees arising out of the City’s use of such documents in a manner contrary to the provisions set forth hereinabove. The City hereby acknowledges receipt of \$10.00 (ten and no hundred dollars) and other good and valuable consideration from the Consultant which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this

Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) 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 Consultant does not transfer the records to the City.
- d) Upon completion of the Contract, transfer, at no cost, to the City of LaBelle all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.
- f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under §119.10, Florida Statutes, as amended.
- g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: (863) 675-2872, CITY OF LABELLE, 481 Hickpochee Ave., LaBelle, Florida 33935, [tiawarner@citylabelle.com](mailto:tiawarner@citylabelle.com).**
- h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 19.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

Exhibit A entitled Scope of Professional Services

dated \_\_\_\_\_.

Exhibit B entitled Truth in Negotiation Certificate  
dated \_\_\_\_\_.

Exhibit C entitled Insurance and Bonding Requirements  
dated \_\_\_\_\_.

Exhibit D entitled Vendor's Insurance Statement  
dated \_\_\_\_\_.

Exhibit E Scrutinized Companies Statement  
dated \_\_\_\_\_.

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Mayor  
City of LaBelle  
481 Hickpochee Ave.  
LaBelle, FL 33935

Copy: City Attorney  
City of LaBelle  
481 Hickpochee Ave.  
LaBelle, FL 33935

20.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record unless waived by Consultant:

Tetra Tech, Inc.

3475 E. Foothill Blvd.  
Pasadena, CA 91107  
Telephone Number: (626) 351-4664

ATTENTION: [Project Lead will be identified with each Task Order]  
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 21.00-TERM

This Agreement is effective as of October 10, 2024. The Agreement period is for ten (10) years with the option to renew for an additional five (5) years.

ARTICLE 22.00-TERMINATION

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City’s contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, effective unless and until Consultant is notified, in writing, by the City of its acceptance.

Notwithstanding anything to the contrary herein, if City fails to pay any amount when due hereunder and such failure continues for ten (10) days after City’s receipt of written notice of nonpayment, then Consultant (1) may retain all prior payments received from City in relation to the services (even if such services have not yet been performed) (2) cease providing services unless and until such breach is cured to Consultant’s reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to City.

22.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the Consultant shall deliver to the City all papers, drawings, models, and other material in which the City has exclusive rights by virtue hereof or of any business done, or services or work performed by the Consultant on behalf of the City.

ARTICLE 23.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 24.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City’s internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 25.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 26.00- CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the City and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

ARTICLE 27.00- DISPUTE RESOLUTION

The City and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party’s written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the City shall pay for such services during the dispute resolution process unless the City issues a written notice to suspend work. Causes of action between the parties to this



Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

**ARTICLE 28.00- FORCE MAJEURE**

Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**ARTICLE 29.00- FLORIDA STATUTE SEC. 558.0035**

**PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**[This space intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF LABELLE CITY COMMISSION

BY: \_\_\_\_\_  
CITY CLERK

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

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

APPROVED AS TO FORM

BY: \_\_\_\_\_  
CITY ATTORNEY'S OFFICE

ATTEST:

CONSULTANT

\_\_\_\_\_  
(Witness)

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

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

CORPORATE SEAL

EXHIBIT A

Scope of Professional Services  
Engineering Services for Drinking Water, Wastewater, and Stormwater Funding,  
Design, and Construction Administration Services

Date: October 10, 2024

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement. The Consultant was awarded work pursuant to City of LaBelle RFQ 2024-02: Request for Qualifications for Engineering Services for Drinking Water, Wastewater, and Stormwater Funding, Design, and Construction Administration Services; all work by Consultant under this Master Services Agreement will be subject to the scope and requirements of that solicitation.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the for any of the twenty-seven (27) capital projects for which they were selected for in the aforementioned solicitation. As anticipated and disclosed in the solicitation, each individual project is funding dependent, and the City will negotiate and issue task orders for each project separately.

EXHIBIT B

Truth in Negotiation Certificate  
Engineering Services for Drinking Water, Wastewater, and Stormwater Funding,  
Design, and Construction Administration Services

Date: \_\_\_\_\_

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Commission of the City of LaBelle for the project known as the Engineering Services for Drinking Water, Wastewater, and Stormwater Funding, Design, and Construction Administration Services.

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Master Services Agreement as provided in Truth-In-Negotiations Certificate.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Master Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.
3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Master Services Agreement referred to as the Consultant, doing business as:

COMPANY NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_ who is personally known OR has produced \_\_\_\_\_  
(Print or Type Name) (Type of Identification & Number)

as identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Commission Number/Expiration

EXHIBIT C

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
<input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements. <input checked="" type="checkbox"/> <b>The policy shall be endorsed to provide a waiver of subrogation in favor of the City.</b> NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
<input checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000</u> single limit per occurrence (Workers' Compensation Part B)
<input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <input checked="" type="checkbox"/> <u>\$1,000,000</u> per occurrence, <u>\$1,000,000</u> aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
<input checked="" type="checkbox"/> Indemnification	Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify hold harmless the City of LaBelle, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to its subconsultants, subcontractors, materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, the City of LaBelle agrees that the Consultant will not be liable for damages arising out of the negligence of the City of LaBelle, its officers, or employees.
<input checked="" type="checkbox"/> Automobile Liability	<input checked="" type="checkbox"/> <u>\$ 1,000,000</u> Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
<input checked="" type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence  <input type="checkbox"/> United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. <b>STATUTORY</b>  <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence  <input type="checkbox"/> Property Insurance (Or Builder's Risk) <b>Full insurable value of the scope of the work</b>  <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input checked="" type="checkbox"/> Professional Liability <u>\$1,000,000</u> per claim and in the aggregate  <input type="checkbox"/> Umbrella Excess \$ _____ Per Occurrence

<input type="checkbox"/> Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of LaBelle on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
<input type="checkbox"/> Performance and Payment Bonds	<p>If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.</p> <p><b><u>Per §255.05, Florida Statutes, as amended, the Contractor shall provide a certified copy of the recorded bond to the City.</u></b></p>

Vendor shall require that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

The City of LaBelle must be named as "**ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS**" on the Insurance Certificate for Commercial General Liability.

The Certificate Holder shall be named as the City of LaBelle. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of LaBelle."

**Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of LaBelle.

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

- (1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

Company Name

DUNS Number

Signature

Date

Print Name and Title

Street Address

City, State, Zip

For City of LaBelle use only

To access the debarment search: https://www.sam.gov/SAM/ > Search Records tab > Enter DUNS number > Click Search

Company: [ ] is debarred [ ] is not debarred

Verified by: \_\_\_\_\_ Name

Date: \_\_\_\_\_

EXHIBIT E

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number RFQ 2024-02, for Engineering Services for Drinking Water, Wastewater, and Stormwater Funding, Design, and Construction Administration Services.
2. This sworn statement is submitted by [Name of entity submitting sworn statement] whose business address is [address] and (if applicable) its Federal Employer Identification Number (FEIN) is [FEIN] (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: [SSN]).
3. My name is [Please print name of individual signing] and my relationship to the above is [relationship].
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [ ]

[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

- [ ] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

- [ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

- [ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

- [ ] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.



The City will follow §287.135, Florida Statutes, as amended. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ as \_\_\_\_\_ of

\_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(stamp)

THIS SPACE INTENTIONALLY LEFT BLANK

**For City of LaBelle use only**

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

entity is **NOT** on list       entity is on list

Scrutinized Companies with Activities in Sudan List:

entity is **NOT** on list       entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

entity is **NOT** on list       entity is on list

Business Operations in Cuba or Syria:

entity is **NOT** on list       entity is on list

Verified by: \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

CITY OF LABELLE, FLORIDA  
PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Master Services Agreement (hereinafter referred to as “Master Services Agreement” or “Agreement”) is made and entered into this 10th day of October, 2024, between the City Commission of the City of LaBelle, a municipality incorporated in the State of Florida (hereinafter referred to as the “City”) and Woodard and Curran, Inc. (hereinafter referred to as the “Consultant”).

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Engineering Services for Drinking Water, Wastewater, and Stormwater Funding, Design, and Construction Administration Services, and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of LaBelle, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants Competitive Negotiation Act, §287.055, Florida Statutes, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES

Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY

The term “City” shall refer to the City of LaBelle, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City’s behalf relative to this Agreement.

2.02 CONSULTANT

The term “Consultant” shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES

The term “Professional Services” shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term “Sub-Consultant” shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

## 2.05 SUBCONTRACTOR

The term “Subcontractor” shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

## 2.06 PROJECT

The term “Project” shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

## 2.07 BASIC SERVICES

The term “Basic Services” shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

## 2.08 ADDITIONAL SERVICES

The term “Additional Services” shall refer to such professional services as the City may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

## 2.09 CHANGE ORDER

The term “Change Order” shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant’s general administrative and overhead costs and profit.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the City may do so by issuance of a written change order to the Consultant.

## 2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term “Supplemental Task Authorization” as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

## 2.11 MAYOR

The term “Mayor” shall refer to the Mayor or his designee requesting the service, employed by the City Commission to serve and act on the City’s behalf, as it relates to this project. The Mayor within the authority conferred by the City Commission, acting as the City’s designated representative shall issue written notification to the Consultant of any and all changes approved by the City in the Consultant’s: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or supplemental task authorization(s) pertaining thereto. The Mayor shall be responsible for acting on the City’s behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

## 2.12 PROJECT MANAGER

The term “Project Manager” shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City’s behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. The Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the

effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant’s compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant’s professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the City and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the City shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the City covering all such costs and expenses; and

With the understanding and agreement that the Consultant’s invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the City; and with the understanding and agreement that when the Consultant’s compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Hendry County and in the City of LaBelle, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT’S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant’s Project Director. The Consultant’s Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant’s Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the City in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant’s Project Director shall be subject to the prior approval and acceptance of the City.

3) CONSULTANT’S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify City’s Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant’s Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the City shall request, in writing, be removed, this request may be made by the City with or without cause.

5) IMMIGRATION LAW COMPLIANCE

Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors and subcontractors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. The City may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances and codes issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

Consistent with the Standards of Professional Service, the Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, in its services, work and materials resulting from the negligent: acts, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY AND HOLD HARMLESS

Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify and hold harmless the City of LaBelle, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consultant and City agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, City agrees that the Consultant will not be liable for damages arising out of the negligence of the City, its officers, or employees.

Neither party shall be responsible or liable to the other for special, indirect, or consequential damages.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its cost and expenses and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the City.

The City reserves the right, should the Consultant fail to put a plan in place to make such repairs and/or replacement within a reasonable period of time after written notice, to cause such repairs and/or replacement to be reasonably made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the City for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

In the event the services required pursuant to this Agreement include the Consultant preparing and submitting to the City cost estimates, the Consultant, by exercise of this experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under this Agreement. Any opinions or estimates of probable construction costs to be provided under this Agreement by the Consultant are to be made or reviewed on the basis of Consultant's experience and qualifications and represent the Consultant's judgment as an experienced and qualified professional, familiar generally with the construction industry. The City agrees that the Consultant has no control over the cost of labor, materials,

equipment, or services furnished by others or control over competitive bidding or market conditions, nor the Contractor's methods of determining prices. However, while Consultant cannot and does not guarantee that proposals, bids, or actual final costs will not vary from the opinions or estimates prepared or reviewed by the Consultant, City may choose to employ an independent cost estimator in order to achieve greater assurance of actual construction costs.

3.10 PERMITS

The Consultant, if applicable to the Consultant's Scope of Services, will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the City and made payable to the respective governmental body upon the Consultant furnishing the City satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the City so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the CITY request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations authorized thereto shall be understood and agreed to compensate the Consultant for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA



Guidelines to the Consultant regarding requirements the City has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant's request, the City agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the City to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: Hazardous Substance information; previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the City such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports. Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and City. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Consultant by City or by any other party, or which could not have been reasonably identified by Consultant. City acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "Hazardous Substance"), or dangerous condition at the Project site. Consequently, City agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action relating to personal injury, property damage, non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent that such claims are based on or arise from the existence or release of any Hazardous Substances.

4.03 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the Mayor and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The City further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO CITY PROPERTY

The City agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to the Project site and City property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with City operations, or the operations carried on by others under a lease, or other contractual arrangement with the City, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant's normal office and/or field work days and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The City shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

- a) The City shall pay Consultant on the basis of services completed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment, as evidenced by work products

such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the City. No payments shall be made for Consultant's work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the City.

- b) The City shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant's work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the City. The decision of the City shall be final as to the work-in-progress percentages paid. Payment by the City for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the City of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in the Compensation and Method of Payment with the notation (WIPP). Only tasks so identified will be paid on a work-in-progress percentage basis.

3) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar days payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar days' period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the City and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement, to the extent consistent with the professional standard of care.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the City shall grant the extension if the City determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the City, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the City on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 7.00-SECURING AGREEMENT

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00-CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its sub-consultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such sub-consultant shall decline the representation upon written notice by the City.

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the City as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM LABELLE GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters, etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of LaBelle."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of LaBelle, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of LaBelle. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of LaBelle."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00-REPRESENTATION OF THE CITY

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only perform the services and work in the manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant’s services or work involves construction contract administrative support services, the Consultant is not authorized to act on the City’s behalf, and shall not act on the City’s behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The City will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

All final documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the City of a written change order deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the City, shall be delivered by the Consultant to the City within seven (7) calendar days of the City making such a request. In the event the City gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the City of a written change order deleting all or part of the services or work required, the Consultant shall deliver to the City the requested documents as set forth hereinabove, with the mutual understanding and commitment by the City that compensation earned or owing to the commitment by the City that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the notice of termination or change order.

The Consultant, at its expense, may make and retain copies of all documents delivered to the City for reference and internal use. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without the prior expressed written permission of the City, except for background intellectual property, including but not limited to, proprietary software, source code, software frameworks and methodologies.

Any use by the City of said documents, data and information contained therein, obtained by the City under the provisions of this Agreement for therein, obtained by the City under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the City, and without liability to the Consultant. The City shall be liable and agrees to be liable for and shall indemnify, defend and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys’ fees arising out of the City’s use of such documents in a manner contrary to the provisions set forth hereinabove. The City

hereby acknowledges receipt of \$10.00 (ten and no hundred dollars) and other good and valuable consideration from the Consultant which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) 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 Consultant does not transfer the records to the City.
- d) Upon completion of the Contract, transfer, at no cost, to the City of LaBelle all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.
- f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under §119.10, Florida Statutes, as amended.
- g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: (863) 675-2872, CITY OF LABELLE, 481 Hickpochee Ave., LaBelle, Florida 33935, [tiawarner@citylabelle.com](mailto:tiawarner@citylabelle.com).**
- h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 19.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

Exhibit A entitled Scope of Professional Services  
dated \_\_\_\_\_.

Exhibit B entitled Truth in Negotiation Certificate  
dated \_\_\_\_\_.

Exhibit C entitled Insurance and Bonding Requirements  
dated \_\_\_\_\_.

Exhibit D entitled Vendor's Insurance Statement  
dated \_\_\_\_\_.

Exhibit E Scrutinized Companies Statement  
dated \_\_\_\_\_.

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Mayor Copy:  
City of LaBelle  
481 Hickpochee Ave.  
LaBelle, FL 33935

City Attorney  
City of LaBelle  
481 Hickpochee Ave.  
LaBelle, FL 33935

20.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record unless waived by Consultant:

Woodard & Curran, Inc.

41 Hutchins Drive

Portland, ME 04102

Telephone Number: (800) 426-4262

Fax Number: (207) 774-6635

ATTENTION: [Project Lead will be identified with each Task Order]  
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

**ARTICLE 21.00-TERM**

This Agreement is effective as of October 10, 2024. The Agreement period is for ten (10) years with the option to renew for an additional five (5) years.

**ARTICLE 22.00-TERMINATION**

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City's contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience and upon written agreement with Consultant, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, effective unless and until Consultant is notified, in writing, by the City of its acceptance.

**22.01 CONSULTANT TO DELIVER MATERIAL**

Upon termination, the Consultant shall deliver to the City all papers, drawings, models, and other material in which the City has exclusive rights by virtue hereof or of any business done, or services or work performed by the Consultant on behalf of the City, except for background intellectual property, including but not limited to, proprietary software, source code, software frameworks and methodologies.

**ARTICLE 23.00-AMENDMENTS**

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

**ARTICLE 24.00-MODIFICATIONS**

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

**ARTICLE 25.00-ACCEPTANCE**

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

**ARTICLE 26.00-LIMITATION OF LIABILITY**

The total aggregate liability of the Consultant to City for any and all claims whatsoever arising out of this Agreement shall not exceed One Million Dollars (\$1,000,000.00).



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF LABELLE CITY COMMISSION

BY: \_\_\_\_\_  
CITY CLERK

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

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

APPROVED AS TO FORM

BY: \_\_\_\_\_  
CITY ATTORNEY'S OFFICE

ATTEST:

CONSULTANT

\_\_\_\_\_  
(Witness)

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

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

CORPORATE SEAL

EXHIBIT A

Scope of Professional Services  
Engineering Services for Drinking Water, Wastewater, and Stormwater Funding,  
Design, and Construction Administration Services

Date: October 10, 2024

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement. The Consultant was awarded work pursuant to City of LaBelle RFQ 2024-02: Request for Qualifications for Engineering Services for Drinking Water, Wastewater, and Stormwater Funding, Design, and Construction Administration Services; all work by Consultant under this Master Services Agreement will be subject to the scope and requirements of that solicitation.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the for any of the twenty-seven (27) capital projects for which they were selected for in the aforementioned solicitation. As anticipated and disclosed in the solicitation, each individual project is funding dependent, and the City will negotiate and issue task orders for each project separately.

EXHIBIT B

Truth in Negotiation Certificate  
Engineering Services for Drinking Water, Wastewater, and Stormwater Funding,  
Design, and Construction Administration Services

Date: \_\_\_\_\_

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Commission of the City of LaBelle for the project known as the Request for Qualifications for Engineering Services for Drinking Water, Wastewater, and Stormwater Funding, Design, and Construction Administration Services.

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Master Services Agreement as provided in Truth-In-Negotiations Certificate.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Master Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.
3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Master Services Agreement referred to as the Consultant, doing business as:

COMPANY NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_ who is personally known OR has produced \_\_\_\_\_  
(Print or Type Name) (Type of Identification & Number)

as identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Commission Number/Expiration

EXHIBIT C

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
<input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements. <input checked="" type="checkbox"/> <b>The policy shall be endorsed to provide a waiver of subrogation in favor of the City.</b> NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
<input checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000</u> single limit per occurrence (Workers' Compensation Part B)
<input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <input checked="" type="checkbox"/> <u>\$1,000,000</u> per occurrence, <u>\$1,000,000</u> aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability pursuant to standard ISO policy form CG 00 01 language.
<input checked="" type="checkbox"/> Indemnification	Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify hold harmless the City of LaBelle, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to its subconsultants, subcontractors, materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, the City of LaBelle agrees that the Consultant will not be liable for damages arising out of the negligence of the City of LaBelle, its officers, or employees.
<input checked="" type="checkbox"/> Automobile Liability	<input checked="" type="checkbox"/> <u>\$ 1,000,000</u> Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
<input checked="" type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence  <input type="checkbox"/> United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. <b>STATUTORY</b>  <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence  <input type="checkbox"/> Property Insurance (Or Builder's Risk) <b>Full insurable value of the scope of the work</b>  <input type="checkbox"/> Pollution \$ _____ Per Occurrence  <input checked="" type="checkbox"/> Professional Liability <u>\$1,000,000</u> per claim and in the aggregate

	<input type="checkbox"/> Umbrella Excess \$ _____ Per Occurrence
<input type="checkbox"/> Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of LaBelle on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
<input type="checkbox"/> Performance and Payment Bonds	<p>If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.</p> <p><b><u>Per §255.05, Florida Statutes, as amended, the Contractor shall provide a certified copy of the recorded bond to the City.</u></b></p>

Vendor shall require that all subcontractors comply with the applicable insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

The City of LaBelle must be named as "**ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS**" on the Insurance Certificate for Commercial General Liability.

The Certificate Holder shall be named as the City of LaBelle. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of LaBelle."

**Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of LaBelle.

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

- (1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

Company Name

DUNS Number

Signature

Date

Print Name and Title

Street Address

City, State, Zip

For City of LaBelle use only

To access the debarment search: https://www.sam.gov/SAM/ > Search Records tab > Enter DUNS number > Click Search

Company: [ ] is debarred [ ] is not debarred

Verified by: \_\_\_\_\_ Name

Date: \_\_\_\_\_

EXHIBIT E

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number RFQ 2024-02, for Engineering Services for Drinking Water, Wastewater, and Stormwater Funding, Design, and Construction Administration Services.
2. This sworn statement is submitted by [Name of entity submitting sworn statement] whose business address is [address] and (if applicable) its Federal Employer Identification Number (FEIN) is [FEIN].
3. My name is [Please print name of individual signing] and my relationship to the above is [relationship].
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

- [ ] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

- [ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

- [ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

- [ ] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow §287.135, Florida Statutes, as amended. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ as \_\_\_\_\_ of

\_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(stamp)

THIS SPACE INTENTIONALLY LEFT BLANK



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**For City of LaBelle use only**

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

entity is **NOT** on list       entity is on list

Scrutinized Companies with Activities in Sudan List:

entity is **NOT** on list       entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

entity is **NOT** on list       entity is on list

Business Operations in Cuba or Syria:

entity is **NOT** on list       entity is on list

Verified by: \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

**AMENDMENT NO. 1  
TO AGREEMENT NO. QG004  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CITY OF LABELLE**

This Amendment to Agreement No. QG004 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of LaBelle (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Advanced Wastewater Treatment Facility Construction Project (Project), effective July 11, 2024; and,

WHEREAS, \$5,419,565 in additional funding for this Project is provided under Line Item 1732A of the 2024-2025 General Appropriations Act; and the total funding for this Agreement is now \$9,419,565; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

<b>Total Amount of Funding:</b>	<b>Funding Source?</b>	<b>Award #s or Line Item Appropriations:</b>	<b>Amount per Source(s):</b>
\$10,000,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WQIG, GAA LI 1712, FY 23-24, WPSPTF	\$4,000,000.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1732A, FY 24-25, GR	\$5,419,565.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
<b>Total Amount of Funding + Grantee Match, if any:</b>			<b>\$9,419,565.00</b>

2. Section 13 of Attachment 2, Special Audit Requirements, is hereby revised to the following;

i. 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](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov)

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LABELLE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Secretary or Designee

Julie Wilkins, Mayor  
Print Name and Title

Angela Knecht, Division Director  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Cameron McMahan, DEP Grant Manager

\_\_\_\_\_  
Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

## ATTACHMENT 3-1 GRANT WORK PLAN

**PROJECT TITLE:** Advanced Wastewater Treatment Facility Construction Project

**PROJECT LOCATION:** The Project will be located in the City of LaBelle within Hendry County; Lat/Long (26.7479, -81.4566).

**PROJECT BACKGROUND:** The existing City of LaBelle (Grantee) Wastewater Treatment Plant (WWTP) is currently processing wastewater for approximately 61% of LaBelle residents. During the 20-year planning period which ends in 2046 the WWTP is likely to see an increase in flows. The WWTP is anticipated to have an average annual daily flow of 0.815 MGD and a maximum daily flow of 1.05 MGD which will be able to handle increased load and state requirements.

**PROJECT DESCRIPTION:** The Grantee will design and begin construction on a new WWTP that includes a raw sewage pump station, headworks with screening and grit removal, secondary process, tertiary filtration, disinfection, effluent discharge, aerobic digestion, and sludge dewatering. The secondary process can consist of an oxidation ditch, secondary clarifier, and return activated sludge (RAS) and WAS pump station. The Grantee will also conduct geotechnical or topographic surveys, hydro-analysis and water modeling, in addition to the preparation of a facilities plan.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

### **Task 1: Commitment to Basin Management Action Plan (BMAP)**

**Deliverables:** The Grantee will submit an official letter to the Department's Division of Environmental Assessment and Restoration indicating its commitment to completing this project and requesting this project be included in the Caloosahatchee River and Estuary Basin BMAP.

**Documentation:** The Grantee will submit a signed copy of this letter to the Department's Grant Manager.

**Performance Standard:** The Department's Grant Manager will review the copy of the letter to ensure it indicates the Grantee's commitment to completing this project and contains a request for this project to be included in the appropriate BMAP. Approval by the Department will be indicated by written acceptance by the Department's Grant Manager.

**Financial Consequences:** The Grantee may not proceed with any other tasks in this Agreement until written acceptance of the deliverable is provided by the Department's Grant Manager.

**Additional Financial Consequences:** The Department's Grant Manager must receive and accept the official letter to prior to the processing of reimbursement requests for any other tasks.

**Payment Request Schedule:** There is no reimbursement specifically for this task.

### **Task 2: Preconstruction Activities**

**Deliverables:** The Grantee will complete the design of the new WWTP 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 3: 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 WWTP.

**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 4: Project Management**

**Deliverables:** The Grantee will perform project management related to Advanced Wastewater Treatment Facility Construction Project, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction 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 5: Construction**

**Deliverables:** The Grantee will construct the WWTP 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.

**ADVANCE PAYMENT:**

For those grant agreements for which advance payment is approved, the reference to “payment” in the Payment Request Schedules shall mean submittal of invoice(s), and the Grantee shall submit invoice documentation with each payment request. Proof of payment must be submitted prior to each subsequent payment request and no later than sixty (60) calendar days following the final payment request.

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Commitment to Basin Management Action Plan (BMAP)	No-Cost Deliverable	\$0	07/01/2023	12/31/2024
2	Preconstruction Activities	Contractual Services	\$7,350,000	07/01/2023	05/31/2027
3	Bidding and Contractor Selection	Contractual Services	\$100,000	07/01/2023	06/30/2027
4	Project Management	Contractual Services	\$362,500	07/01/2023	02/29/2028
5	Construction	Contractual Services	\$1,607,065	07/01/2023	02/29/2028
Total			\$9,419,565.00		

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

**Attachment 5-1**

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 \$750,000 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 \$750,000 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 \$750,000 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 other 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>.

**Attachment 5-1**

1 of 6

## 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](mailto: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](mailto: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 the reporting package was delivered to the recipient 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*

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

*Note: If 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:*

<b>Federal Program A</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.	
<b>Federal Program B</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 <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>Original Agreement</b>	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1712, FY 23-24, WPSPTF	\$4,000,000.00	149950
<b>Amendment 1</b>	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects - LI 1732A, FY 24-25, GR	\$5,419,565.00	140047
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

<b>Total Award</b>	<b>\$9,419,565.00</b>	
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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](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.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

Via Regular US Mail

10/4/2024



Tia Warner, Deputy City Clerk  
City of LaBelle  
481 West Hickpochee Avenue  
LaBelle, FL 33935

Re: Review of Bids  
City of LaBelle, FL for the Citrus Street Wastewater Treatment Plant Upgrades

Dear Ms. Warner:

Bids for the subject Project were opened on July 19, 2024, 2:00 PM at 481 West Hickpochee Avenue, LaBelle, FL 33935. We have completed our post bid evaluation for the above referenced project and items generated as part of the post bid processing effort are attached.

Our review included a tabulation of the Bids received, a check of the required Bid submissions, an arithmetic check of the Bids and a reference check for the apparent low Bidder.

Four Bids were received for the Project. The lowest Bid was submitted by US Water Services Corporation (US Water) of Lehigh Acres, FL with a Bid of \$2,966,753.30 (Base Bid \$2,938,489.30 (corrected) plus Alternate A \$28,264.00). The Bid Summary, Tabulation of Bids received, and Bid Package submitted by US Water are included in Attachments 1, 2, and 3 respectively. All required forms and certifications were submitted along with the Bid Form as required and the Bid complies with the Bidding Requirements.

Woodard & Curran contacted several references from the submitted project list and was successful at receiving references from five project contacts. Woodard & Curran received feedback from the following references:

- Stefano Ceriana, City of Casselberry, FL; Sausalito FM Replacement Project
- Teresa Irby-Butler, FGUA; General Reference
- Junos Reed, City of Port Orange; Herbert & Nova MLS Rehabilitation
- Scott Trigg, Saint Johns County BOCC; Lift Station Improvements for Fish Island, Bartram Oaks, and Bermuda Run
- Dave Watson, Charlotte County; Lift Station 815 Rehabilitation



Feedback from references submitted by the Bidder was acceptable and generally positive. Stefano Ceriana with the City of Casselberry, FL stated the quality of work by US Water was very good, the relationships and communication with owner, engineer, and subcontractor were also good. There were four change orders but all reasonable. Teresa Irby-Butler from FGUA states US Water is on time, generally on budget, and hard working. Junos Reed with the City of Port Orange called the quality of work "good" and that they would absolutely recommend US Water. There were two change orders but they were both owner-initiated. Scott Trigg of Saint Johns County BOCC reported the work of US Water to be good. He had no issues with their paperwork, communications, and there were no change orders. Lastly, Dave Watson of Charlotte County stated he was "very happy with the final product" and would recommend US Water for similar work.

In summary, t US Water appears to be the lowest qualified, responsive, and eligible Bidder. with a Bid of **\$2,966,753.30 (Base Bid plus Alternate A)**. Their Bid was accompanied by the required Bid Form, the Bid Bond and acknowledged all Addenda.

In general, the references received indicate US Water has the ability to perform the Work for the LaBelle WWTF Emergency Upgrades. If the City intends to award the contract to US Water, at this time, the City should copy the attached Notice of Intent to Award onto its letterhead, date, insert name, sign and return a scanned PDF version to W&C. A proposed Notice of Award is also included that will be needed to transmit the conformed Agreement to US Water for execution if the City approves the bonds and insurance and approves the award.

Please review the information provided herein and let us know of the City's decision on award of this Project at your earliest convenience. If you have any questions, please do not hesitate to call me at 401.484.8970.

Sincerely,

Woodard & Curran, Inc.

Amanda Boone, P.E.  
Project Manager 2

- AB/la  
Attachments: Bid Opening Checklist  
Tabulation of Bids  
Bid Package submitted by US Water  
Contractor References  
Notice of Intent to Award  
Draft Notice of Award

PN: 0234532.17



**ATTACHMENT 1: BID OPENING CHECKLIST**

**BID OPENING CHECKLIST**  
City of LaBelle, FL

<b>CONTRACT NO.</b>	0234532.04 / 0234532.17	<b>DATE:</b>	July 19, 2024
<b>CONTRACT NAME:</b>	LaBelle WWTF Emergency Upgrades	<b>BID OPENING TIME:</b>	2:00 PM

**DO NOT OPEN BIDS THAT ARE NOT SUBMITTED ON TIME OR BIDDER DID NOT ATTEND MANDATORY PRE-BID CONFERENCE IF REQUIRED.**

**THE FOLLOWING INFORMATION IS READ ALOUD.**

	<b>BIDDER NAME</b>	<b>TOTAL BASE BID PRICE (PER 004101 BID FORM PAGE 3)</b>	<b>TOTAL ALTERNATE 1 BID PRICE (PER 004101 BID FORM PAGE 3)</b>	<b>BID SECURITY Provided (Bond or check) (Yes/No)</b>	<b>2 Addendum issued ADDENDA Acknowledged in Bid Form (Yes/No) (page 004101-2)</b>
1	Razorback LLC	\$4,279,694.00	\$41,360.00	Bond - Yes	Yes
2	US Water Services Corporation	\$2,938,489.30	\$28,264.00	Bond - Yes	Yes
3	PWC Joint Venture LLC	\$3,321,290.00	\$90,000.00	Bond - Yes	Yes
4	Lawrence Lee Construction Services, Inc.	\$2,965,000.00	\$125,000.00	Bond - Yes	Yes
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Opened by:

Amanda C. Boone, PE, Project Manager, Woodard & Curran  
Name, Title:

Witness:

Tijauna Warner, Deputy City Clerk, City of LaBelle  
Name, Title:



**ATTACHMENT 2: TABULATION OF BIDS**



<b>WOODARD &amp; CURRAN, INC.</b>			
<b>LABELLE, FL</b>			
<b>WWTF EMERGENCY REPAIRS</b>			
<b>Bid Summary</b>			
<b>Bid Opening Date: July 19, 2024</b>			
	<u><b>Contractor</b></u>	<u><b>BASE Bid Price</b></u>	<u><b>ALTERNATE # Bid Price</b></u>
<b>1</b>	<b>Razorback LLC</b>	<b>\$ 4,279,694.00</b>	<b>\$ 41,360.00</b>
<b>2</b>	<b>US Water Services Corporation</b>	<b>\$ 2,938,489.30</b>	<b>\$ 28,264.00</b>
		<b>Bid Price Corrected</b>	
<b>3</b>	<b>PWC Joint Venture LLC</b>	<b>\$ 3,321,290.00</b>	<b>\$ 90,000.00</b>
<b>4</b>	<b>Lawrence Lee Construction Services, Inc.</b>	<b>\$ 2,965,000.00</b>	<b>\$ 125,000.00</b>
	<b>Notes: See Tabulation of Unit Prices</b>		

WOODARD & CURRAN, INC.  
 LABELLE, FL  
 WWTF EMERGENCY REPAIRS  
 BASE BID  
 Tabulation of Unit Prices  
 Bid Opening Date: July 19, 2024

Item No.	Description	Unit	Estimated Quantity	Razorback LLC		US Water Services Corporation		PWC Joint Venture LLC		Lawrence Lee Construction Services, Inc.	
				Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price
1	Mobilization	LS	1	\$ 400,000.00	\$ 400,000.00	\$ 84,750.00	\$ 84,750.00	\$ 150,000.00	\$ 150,000.00	\$ 250,000.00	\$ 250,000.00
2	WWTF Emergency Upgrades	LS	1	\$ 3,392,694.00	\$ 3,392,694.00	\$ 2,630,111.30	\$ 2,630,111.30	\$ 3,039,040.00	\$ 3,039,040.00	\$ 2,544,000.00	\$ 2,544,000.00
3	Excavation of Unsuitable Materials	CY	250	\$ 396.00	\$ 99,000.00	\$ 43.60	\$ 10,900.00	\$ 20.00	\$ 5,000.00	\$ 40.00	\$ 10,000.00
4	Select Backfill	CY	250	\$ 808.00	\$ 202,000.00	\$ 118.30	\$ 29,575.00	\$ 85.00	\$ 21,250.00	\$ 32.00	\$ 8,000.00
5	Test Pits	EA	5	\$ 3,000.00	\$ 15,000.00	\$ 4,876.20	\$ 24,381.00	\$ 1,500.00	\$ 7,500.00	\$ 1,200.00	\$ 6,000.00
6	Owner's Contingency Allowance for Testing	NTE	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
7	Type A - Shallow Concrete Spall Repair	SF	200	\$ 300.00	\$ 60,000.00	\$ 130.78	\$ 26,156.00	\$ 95.00	\$ 19,000.00	\$ 165.00	\$ 33,000.00
8	Type B - Deep Concrete Spall Repair	SF	100	\$ 400.00	\$ 40,000.00	\$ 373.80	\$ 37,380.00	\$ 100.00	\$ 10,000.00	\$ 300.00	\$ 30,000.00
9	Type C - Concrete Route & Seal Crack Repair	LF	100	\$ 120.00	\$ 12,000.00	\$ 226.18	\$ 22,618.00	\$ 95.00	\$ 9,500.00	\$ 250.00	\$ 25,000.00
10	Type D - Polyurethane Crack Injection Repair	LF	100	\$ 90.00	\$ 9,000.00	\$ 226.18	\$ 22,618.00	\$ 100.00	\$ 10,000.00	\$ 90.00	\$ 9,000.00
11	Owner's Contingency Allowance for Influent Bypass(Temporary Pumping)	NTE	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
12	Owner's Contingency Allowance for Electrical Bypass (Temporary Generator)	NTE	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
<b>Bid Price</b>				<b>\$ 4,279,694.00</b>		<b>\$ 2,938,489.30</b>		<b>\$ 3,321,290.00</b>		<b>\$ 2,965,000.00</b>	

**Notes:**

**Bid Total corrected. See below.**  
**ITEM 4 Error:** Unit Bid Price (\$118.30) multiplied by Estimated Quantity (250) does not equal Total Bid Price (\$29,575.76). Should be 118.30 \* 250 = 29,575.00  
 Error: Total Base Bid

WOODARD & CURRAN, INC.  
 LABELLE, FL  
 WWTF EMERGENCY REPAIRS  
 ALTERNATE 1  
 Tabulation of Unit Prices  
 Bid Opening Date: July 19, 2024

Item No.	Description	Unit	Estimated Quantity	Razorback LLC		US Water Services Corporation		PWC Joint Venture LLC		Lawrence Lee Construction Services, Inc.	
				Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price
1	Equalization Pump and Blower Pad Canopy	LS	1	\$ 41,360.00	\$ 41,360.00	\$ 28,264.00	\$ 28,264.00	\$ 90,000.00	\$ 90,000.00	\$ 125,000.00	\$ 125,000.00
<b>Bid Price</b>				<b>\$ 41,360.00</b>		<b>\$ 28,264.00</b>		<b>\$ 90,000.00</b>		<b>\$ 125,000.00</b>	

**ATTACHMENT 3: US WATER BID PACKAGE**



**SECTION 00 41 01**

**BID FORM**

**ARTICLE 1 – DEFINED TERMS**

- 1.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions and Supplementary Conditions, if any.

**ARTICLE 2 – BID RECIPIENT**

- 2.01 This Bid is submitted to:

**Attn: Gary Hull, Superintendent of Public Works  
City of LaBelle, FL  
481 West Hickpochee Avenue  
LaBelle, FL 33935**

- 2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 3 – BIDDER’S ACKNOWLEDGEMENTS**

- 3.01 Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
  - B. those included in the Supplementary Instructions to Bidders;
  - C. insurance and bonding requirements (Payment Bond and Performance Bond each equal to 100% of the total Contract Price) set forth in the General Conditions and Supplementary Conditions, if any;
  - D. Contract Times as set forth in the Agreement; and
  - E. provisions for liquidated damages as set forth in the Agreement.
- 3.02 This Bid will remain subject to acceptance for 90 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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3.03 Bidder acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Addendum Date</u>
1	7/1/2024
2	7/12/2024

3.04 Bidder acknowledges the representations and certifications included in Section 00 45 05 are made a condition of the Bid.

**ARTICLE 4 – BASIS OF BID**

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s). The method for determining award is as set forth in Section 00 21 13. **Bidder must complete all items.**

**BID PRICES SHALL INCLUDE SALES AND USE TAX.**

**BASE BID**

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total Bid Price
1	Mobilization	1	LS	\$84,750.00	\$84,750.00
2	WWTF Emergency Upgrades	1	LS	\$2,630,111.30	\$2,630,111.30
3	Excavation of Unsuitable Materials	250	CY	\$43.60	\$10,900.00
4	Select Backfill	250	CY	\$118.30	\$29,575.76
5	Test Pits	5	EA	\$4,876.20	\$24,381.00
6	Owner’s Contingency Allowance for Testing	1	NTE	\$20,000.00	\$20,000.00
7	Type A – Shallow Concrete Spall Repair	200	SF	\$130.78	\$26,156.00
8	Type B – Deep Concrete Spall Repair	100	SF	\$373.80	\$37,380.00
9	Type C – Concrete Route & Seal Crack Repair	100	LF	\$226.18	\$22,618.00
10	Type D – Polyurethane Crack Injection Repair	100	LF	\$226.18	\$22,618.00
11	Owner’s Contingency Allowance for Influent Bypass (Temporary Pumping)	1	NTE	\$10,000.00	\$10,000.00
12	Owner’s Contingency Allowance for Electrical Bypass (Temporary Generator)	1	NTE	\$20,000.00	\$20,000.00

WOODARD & CURRAN

**BID FORM**  
**00 41 01-2**

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**TOTAL BASE BID PRICE (based on Unit Price Schedule above and excluding Alternates )**

Two million nine hundred thirty-eight thousand

four hundred ninety \_\_\_\_\_ Dollars and

six \_\_\_\_\_ Cents

\$ 2,938,490.06

*(Use words)*

*(Use figures)*

- 4.02 Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions and Supplementary Conditions, if any.
- 4.03 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included above, as provided in the General Conditions and Supplementary Conditions, if any.
- 4.04 Owner's Contingency Allowances are per Paragraph 11.02 of the General Conditions.

**ALTERNATES (IF AWARDED BY OWNER)**

**BID PRICES FOR ALTERNATES SHALL INCLUDE SALES AND USE TAX.**

**ALTERNATE A BID PRICE:** all Work for Equalization Pump and Blower Pad Canopy

**ADD**

Twenty-eight thousand two hundred sixty-four Dollars and zero Cents

\$ 28,264.00

*(Use words)*

*(Use figures)*

**ARTICLE 5 – TIME OF COMPLETION**

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions and Supplementary Conditions, if any, on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

WOODARD & CURRAN

**BID FORM  
00 41 01-3**



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**ARTICLE 6 – ATTACHMENTS TO THIS BID**

6.01 The following documents are fully completed, submitted with and made a part of and a condition of this Bid.

00 43 13 Bid Bond

OR

Required Bid security in the form of \_\_\_\_\_

Supplements

00 43 37 Proposed Suppliers Form

00 43 40 Information, Schedules and Data

00 45 05 Bidder’s Representations and Certifications **including required documents and submittals specified**

00 45 13 Bidder's Qualifications

00 45 19 Non-collusion Affidavit

**ARTICLE 7 – COMMUNICATIONS WITH BIDDER**

7.02 Communications concerning this Bid shall be addressed to:

Name	<u>Natalie Harvey</u>
Title	<u>Assistant Project Manager</u>
Business Address	<u>5605 2nd St W</u>
	<u>Lehigh Acres, FL 33971</u>
Telephone No.	<u>239-209-9805</u>
Facsimile No.	_____
Email address	<u>NHARVEY@USWATERCORP.NET</u>

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ARTICLE 8 – BID SUBMITTAL

SUBMITTED ON:	July 19, 2024
EIN/FEIN:	20-0008821

8.01 This Bid is submitted by:

A Corporation

Corporation Name: U.S. Water Services Corporation

State of incorporation: Florida

Type: Underground Construction

*(General Business, Professional, Service, other)*

By: \_\_\_\_\_

*(Signature – attach evidence of authority to sign)*

Name (typed or printed): Gary Deremer

Title: President



Attest: \_\_\_\_\_

*(Signature of Corporate Secretary)*

Business Address: 4939 Cross Bayou Blvd.,

New Port Richey FL 34652

Phone & Facsimile Nos: 727-848-8292 / 727-842-6412

Email address: CCREGO@USWATERCORP.NET

Date of qualification to do business as out-of-state corporation: \_\_\_\_\_

WOODARD & CURRAN

BID FORM  
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**A Limited Liability Company (LLC)**

LLC Name: \_\_\_\_\_

State in which organized: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name *(typed or printed)*: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

**A Joint Venture**

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name *(typed or printed)*: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

**WOODARD & CURRAN**

**BID FORM  
00 41 01-6**

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Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation and limited liability company that is a party to the joint venture should be in the manner indicated above.)

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

WOODARD & CURRAN

**BID FORM**  
**00 41 01-7**

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**An Individual**

Name (*typed or printed*): \_\_\_\_\_

By: \_\_\_\_\_  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

**END OF SECTION**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** *(Name and Address):*

U. S. Water Services Corporation  
4939 Cross Bayou Blvd., New Port Richey, FL 34652

**SURETY** *(Name and Address of Principal Place of Business):*

Swiss Re Corporate Solutions America Insurance Corporation  
1200 Main Street, Suite 800, Kansas City, MO 64105

**OWNER** *(Name and Address):*

City of Labelle  
481 West Hickpochee Avenue, Labelle, FL 33935

**BID**

Bid Due Date: July 19, 2024

Description *(Project Name and Include Location):* City of Labelle, FL WWTF Emergency Upgrades

**BOND**

Bond Number: N/A

Date *(Not earlier than Bid due date):* July 19, 2024

Penal sum     \*\* FIVE PERCENT OF AMOUNT BID \*\*         \$ 5% of Bid      
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

U. S. Water Services Corporation (Seal)  
Bidder's Name and Corporate Seal

By:

Signature

Gary Beremer  
Print Name

President  
Title

Attest:

Signature

Edward Mitchell  
Secretary, VP  
Title

**SURETY**

Swiss Re Corporate Solutions America Insurance Corporation (Seal)  
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

April L. Lively  
Print Name

Attorney-in-Fact & FL Licensed Resident Agent  
Title

Attest:

Signature

Allyson Foss Wing, Witness  
Title



Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary. Inquiries: (407) 834-0022

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BRYCE R. GUIGNARD, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS, DEBORAH ANN DEFOE,
M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN, ALLYSON FOSS WING, DAVID TURCIOS,
WESLEY MATT ADCOCK and AMANDA JO HERSTINE JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of JUNE, 20 24

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook

On this 28TH day of JUNE, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of July, 20 24.



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



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**SECTION 00 43 37**

**PROPOSED SUPPLIERS FORM**

The following Suppliers are proposed to furnish the identified products, material and equipment to be incorporated into the Work. Attach additional sheets, as necessary.

Name	Address	Product, Material, Equipment
Florida Aquastore	4722 NW Boca Raton Blvd.	Steel bolted tank
	Suite C102 Boca Raton, FL 33431	
Heartland Machine and Field Services Inc.	6309 E LANE	Pipe supports and concrete
	SEBRING, FL 33875	
BCI Technologies Inc.	13891 Jetport Loop, Unit #14	Control Panels and Instrumentation
	Fort Myers, FL. 33913	
MG Electrical Developers Inc.	6130 Neal Rd.	Electrical
	Ft. Myers, FL 33905	
EMMI Inc.	6115 31st St. East	Pumps and Blowers
	Bradenton, Florida USA 34203	
McDade Waterworks Inc.	6520 Harney Rd.	Pipes, valves, and fittings
	Tampa, FL 33610	

**END OF SECTION**

**0234532.04**  
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**WWTF Emergency Upgrades**  
**City of LaBelle, FL**

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**SECTION 00 43 40**

**INFORMATION, SCHEDULES AND DATA**

**Bidder has submitted the following items with its Bid.**

**SCHEDULE**

Provide a proposed Project Schedule based on a Notice to Proceed approximately 21 days after Bid opening, and a Substantial Completion and Final Completion as indicated in the Invitation to Bid. The schedule shall be presented in sufficient detail for the Owner to evaluate the Bidder's ability to perform the Work within the Contract Times and shall include:

- **milestones related to submittal schedules, procurement, construction, and checkout & functional testing; and**
- sequencing to limit impacts from construction.

**WORK PLAN**

Submit a narrative work plan describing the Bidder's approach to the successful execution of the Work to accommodate the proposed Project Schedule and provide for special requirements. Allow for review of submittals, coordination, and development of detailed construction sequencing and coordination; and compliance with special requirements.

Describe:

- how schedule progress will be measured and tracked;
- how the Schedule of Values and cash flow will be determined and how progress for payment will be determined; and
- how documents will be controlled to ensure the appropriate revision is used in design, procurement, and construction/installation.

CERTIFIED BY BIDDER ON: July 19, 2024	
By:	Gary Deremer, President
<i>Authorized person per Form for General Bid and Annex</i>	

**END OF SECTION**



July 19, 2024

Attn: Gary Hull, Superintendent of Public Works  
City of LaBelle, FL  
481 West Hickpochee Avenue  
LaBelle, FL 33935

From: U.S. Water Services Corporation

Subject: SECTION 00 43 40 Schedule and Work Plan

**Schedule**

Please see Project Schedule attached.

**Work Plan**

**1. How schedule progress will be measured and tracked?**

US Water’s proposed work plan will incorporate a tight project schedule that includes critical path items and construction is underway on site while procurement of large lead time items is in progress. Schedule progress will be measured based on the completion of the 4 major milestones including: lift station repairs, tank installation, blowers and pumps, and instrumentation and controls. US Water intends to hold on-site meetings with all stakeholders to discuss and track progress.

**2. How the Schedule of Values and cash flow will be determined and how progress for payment will be determined?**

US Water plans to produce progress payment forms once a month for the City as per the specifications. The payments will be based on the schedule of values and the percentage completed from the month prior.

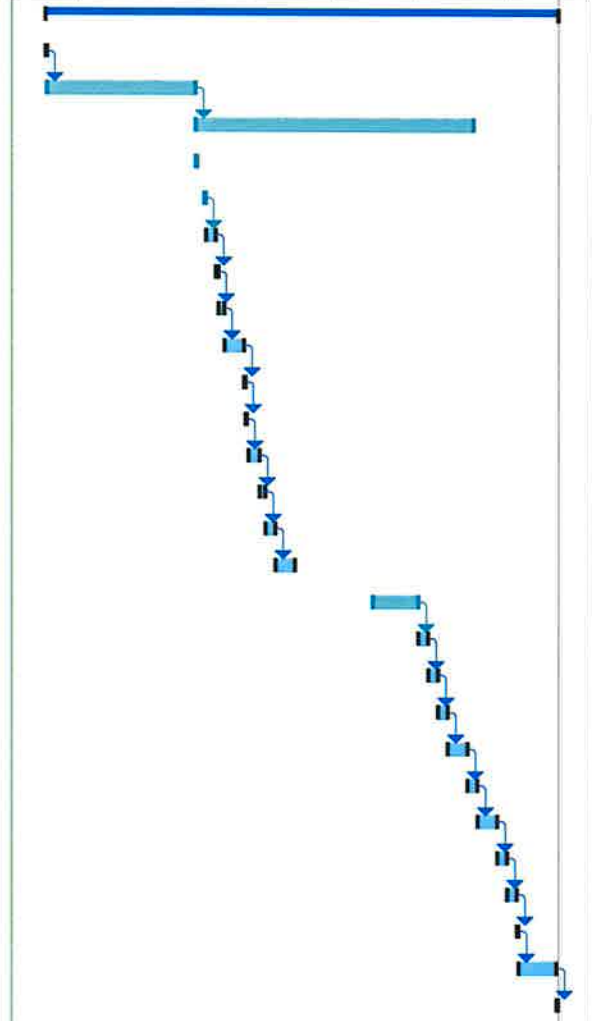
**3. How documents will be controlled to ensure the appropriate revision is used in design, procurement, and construction/installation?**

Per the specifications, documents will be dated and labeled according to the revision number. This indicates which documents supersede older versions. A submittal log sheet will be used to track and organize submittal revisions. Any change orders and RFIs will be produced on forms provided in the specifications.



**City of Labelle  
WWTP Emergency Upgrades Bid  
Project Schedule**

ID	Task Name	Duration	Start	Finish	Half 2, 2024			Half 1, 2025			Half 2, 2025
					J	S	N	J	M	M	J
1	<b>City of Labelle WWTP Emergency Upgrades</b>	<b>362 days</b>	<b>Mon 8/12/24</b>	<b>Fri 8/8/25</b>							
2	Limited Notice to Proceed	1 day	Mon 8/12/24	Mon 8/12/24							
3	Submittals	105 days	Tue 8/13/24	Mon 11/25/24							
4	Procure Material	196 days	Tue 11/26/24	Mon 6/9/25							
5	Notice to Proceed	1 day	Tue 11/26/24	Tue 11/26/24							
6	Preconstruction Video	1 day	Mon 12/2/24	Mon 12/2/24							
7	Mobilization	7 days	Tue 12/3/24	Mon 12/9/24							
8	Stake Out and Survey	2 days	Tue 12/10/24	Wed 12/11/24							
9	Bypass lift station	4 days	Thu 12/12/24	Sun 12/15/24							
10	Concrete repairs to lift station wetwell	14 days	Mon 12/16/24	Sun 12/29/24							
11	Install new lift station pumps	1 day	Mon 12/30/24	Mon 12/30/24							
12	Remove bypass pump	1 day	Tue 12/31/24	Tue 12/31/24							
13	Demo area for tank	8 days	Thu 1/2/25	Thu 1/9/25							
14	Demo 4" PVC	4 days	Fri 1/10/25	Mon 1/13/25							
15	Site prep	7 days	Tue 1/14/25	Mon 1/20/25							
16	Density and soil testing	14 days	Tue 1/21/25	Mon 2/3/25							
17	Install steel bolted tank	32 days	Mon 3/31/25	Thu 5/1/25							
18	Install blower and pump pad	7 days	Fri 5/2/25	Thu 5/8/25							
19	Install blowers and pumps	7 days	Fri 5/9/25	Thu 5/15/25							
20	Install diffusers in tank	7 days	Fri 5/16/25	Thu 5/22/25							
21	Install all pipe supports	14 days	Fri 5/23/25	Thu 6/5/25							
22	Install pipes from tank to the lift station	7 days	Fri 6/6/25	Thu 6/12/25							
23	Instrumentation and controls	14 days	Fri 6/13/25	Thu 6/26/25							
24	Start up and testing	7 days	Fri 6/27/25	Thu 7/3/25							
25	Restoration	7 days	Fri 7/4/25	Thu 7/10/25							
26	Substantial Completion	1 day	Fri 7/11/25	Fri 7/11/25							
27	Punch List	27 days	Sat 7/12/25	Thu 8/7/25							
28	Final Completion	1 day	Fri 8/8/25	Fri 8/8/25							
29											



Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

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**City of LaBelle, FL**

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**SECTION 00 45 05****BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

**The undersigned, under the penalties of perjury, represents and certifies the following which is made a condition of the Bid.**

**1.01 BIDDER'S REPRESENTATIONS**

- A. Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10 of the Supplementary Conditions Paragraph 4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10 of the Supplementary Conditions Paragraph 4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

**BIDDER'S REPRESENTATIONS  
AND CERTIFICATIONS  
00 45 05-1**

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- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.

#### 1.02 BIDDER'S CERTIFICATIONS

- A. The Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid and has not solicited or induced any individual or entity to refrain from bidding.
- C. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- D. Bidder will comply with the requirements of the Contract Documents, and if Bidder is awarded a Contract, agrees to incorporate applicable provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier, including as a minimum, Statutory Requirements, safety and health regulations; and Wage Rate Requirements.

**BIDDER'S REPRESENTATIONS  
AND CERTIFICATIONS  
00 45 05-2**



**1.03 STATUTORY CERTIFICATIONS**

- A. Bidder has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years pursuant to Section 255.20 Florida Statutes, and is therefore, eligible to Bid pursuant to Section 255.20 Florida Statutes.
- B. If the Bid is \$1,000,000 or more, Bidder is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016) or is not engaged in a boycott of Israel (effective October 1, 2016) or is not engaged in business operations in Cuba or Syria, and is therefore is eligible to Bid, pursuant to Section 287.135, Florida Statutes.
- C. Bidder has not been placed on the convicted vendor list, has submitted the Affidavit on Public Entity Crimes included as an attachment to this Section, and therefore is eligible to Bid pursuant to Section 287.133, Florida Statutes.
- D. Bidder has not been placed on the discriminatory vendor list, and therefore is eligible to Bid pursuant to pursuant to Section 287.134, Florida Statutes.
- A. If awarded a Contract, Bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the Contract.
- E. Pursuant to Chapter 112 Florida Statutes, Bidder has disclosed with their Bid the name of any officer, director, agent, or shareholder who is also an employee of the Owner and the name of any employee of the Owner who owns, directly or indirectly, an interest of 5 percent or more in the Bidder's firm or any of its branches.
- F. Bidder has implemented a drug-free workplace program.    Yes            No

**1.04 BIDDER'S CERTIFICATIONS REQUIRED BY FEDERAL LAW (FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT)**

- A. Bidder will comply with requirements for use of *minority businesses, women's business enterprises, and labor surplus* per 2 CFR Part 200 Subpart D §200.321 and will take affirmative steps to assure firms are used when possible.

**BIDDER'S REPRESENTATIONS  
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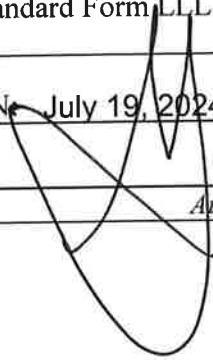
- B. Bidder will provide *preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States* (including but not limited to iron, aluminum, steel, cement, and other manufactured products) per 2 CFR Part 200 Subpart D §200.322 and will comply with 2 CFR Part 200 Subpart D §200.323, *Procurement of recovered materials*, as applicable, which covers compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- C. Bidder will provide *access to records* by Federal government representatives per 2 CFR Part 200 Subpart D §200.337.
- D. Bidder will comply with requirements for *prohibition on certain telecommunications and video surveillance services or equipment* per 2 CFR Part 200 Subpart D §200.216.
- E. Bidder will comply with the requirements for *equal employment opportunity* per 41 CFR 60 and in accordance with Executive Order 11246 and has submitted the attached “Certificate of Non-Segregated Facilities” with its Bid.
- F. Bidder will comply with the requirements of the *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*, the *Davis-Bacon Act*, *Federal minimum wage rates and Copeland Anti-KickBack Act (40 USC 3145)*.
- G. Bidder will comply with the *Clean Air Act (42 U.S.C. 7401-7671q.)* and the *Federal Water Pollution Control Act (33 U.S.C. 1251-1387)*, as amended
- H. Bidder is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or from receiving a contract with Federal financial assistance (see <https://www.dol.gov/agencies/ofccp/debarred-list>) and certifies it does not appear on the System for Award Management (SAM) at as a debarred entity (<https://sam.gov/content/home>).
- I. Bidder has disclosed its lobbying activities and submitted the attached “Certification for Contracts, Grants, and Loans” (no lobbying) OR “Standard Form LLL Disclosure of Lobbying Activities” (if applicable) with its Bid.

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**ATTACHMENTS**

- A. Affidavit on Public Entity Crimes
- B. Certificate of Non-Segregated Facilities
- C. Certification for Contracts, Grants, and Loans (no lobbying) **OR**
- D. Standard Form LLL Disclosure of Lobbying Activities (if applicable)

SUBMITTED ON: July 19, 2024
By:  Gary Deremer, President
<i>Authorized person per Bid Form</i>

**END OF SECTION**

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**AFFIDAVIT ON PUBLIC ENTITY CRIMES**

**(SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES)**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of LaBelle  
by Gary Deremer, President  
(Print individual's name and title)  
for U.S. Water Services Corporation  
(Print name of entity submitting sworn statement)  
whose business address is 4939 Cross Bayou Blvd., New Port Richey FL 34652  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is  
20-0008821 (If the entity has no FEIN, include the Social Security Number of  
the individual signing this sworn  
statement: \_\_\_\_\_).

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The

ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION

287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

July 19, 2024

(Date)

STATE OF Florida

COUNTY OF Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Gary Deremer who, after first being

**(Name of individual signing)**

sworn by me, affixed his/her signature in the space provided above on this 19th day of July 2024, 2016.

Attest: Christina R. Crego  
**Notary Public**

My commission expires: January 26, 2025

(Notary Seal)



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**CERTIFICATE OF NON-SEGREGATED FACILITIES**

We, U.S. Water Services Corporation (Company) certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES.** A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

**NOTE:** Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

U.S. Water Services Corporation  
(Name of Company)

By:  \_\_\_\_\_

Title: Gary Deremer, President

Date: July 19, 2024

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CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

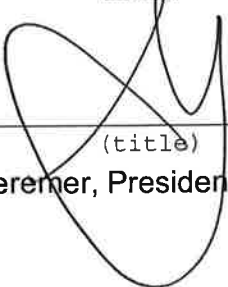
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

U.S. Water Services Corporation  
\_\_\_\_\_  
(name)

July 19, 2024  
\_\_\_\_\_  
(date)

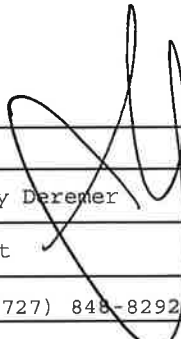
  
\_\_\_\_\_  
(title)  
Gary Deremer, President

oOo



**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  U.S. Water Services Corporation 4939 Cross Bayou Blvd., New Port Richey FL 34652  <b>Congressional District, If known:</b>		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>     <b>Congressional District, If known:</b>
<b>6. Federal Department/Agency:</b>  Florida Department of Environmental Protection (FDEP) Grant	<b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable:	
<b>8. Federal Action Number, If known:</b>  LPA0313	<b>9. Award Amount, If known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>   	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: Gary Dereemer Title: President Telephone No.: (727) 848-8292      Date: 07-19-2024	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.*

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SECTION 00 45 13

BIDDER'S QUALIFICATIONS

The following data, statements of experience, personnel, equipment and general qualifications are submitted as a part of the Bid and the Bidder represents and guarantees the truthfulness and accuracy thereof and **its ability to meet the qualifications requirements specified in Section 01 43 05 and the Specifications.** Attach additional sheets as necessary properly cross referenced.

1.01 GENERAL

- A. Bidder's organization is a Florida Corporation  
(entity type) and has been in business continuously from the year 2003.
- B. Bidder has operated under the same business name and organization structure for the last 5 years on at least 5 projects  yes  no  
If no, indicate other business names: \_\_\_\_\_
- C. Bidder's organization has had experience in construction comparable to that required by the Contract Documents as a prime contractor for 21+ years and as a subcontractor for 21+ years.

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## 1.02 BIDDER EXPERIENCE

- A. Identify at least 3 projects in Florida completed within the past 10 years **which are similar in type, character, physical size, and complexity to that required by the Contract Documents.**

Client/Owner Name/Address	Project Name/Location	CURRENT Contact Name, Phone, Email	Contract Value	Time Period
MacDill Airforce Base MacDill Airforce Bldg., 30 Tampa FL 33608	Reclaimed Water Storage Pond Expansion Design-Build	Richard Burnette 813-293-2998 Richard.Burnette@us.af.mil	1,466,192.00	Completed 01/2014
FGUA 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Hanger Loop - Gravity Sewer Rehabilitation	Richard Burnette 813-293-2998 Richard.Burnette@us.af.mil	2,798,497.70	Completed 07/20214
FGUA 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Lindrick WTP Chloramine Conversion Project	Robert Dickson, P.E. 407-629-6900 RDickson@govmserv.com	800,196.00	2/13/2012- 9/6/2014
FGUA 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Del Prado WWTF Improvements	Robert Dickson, P.E. 407-629-6900 RDickson@govmserv.com	10,880,000.00	7/29/2010- 3/17/2015
City of Tampa 3808 East 26th Ave. Tampa FL 33605	Wastewater Miscellaneous Pump Station Repairs	Michelle Mitchell 813-635-3417 michelle.mitchell@tampagov.net	537,635.13	1/8/2014- 3/31/2015
FGUA 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Golden Gate WWTP Digester Improvements	Robert Dickson, P.E. 407-629-6900 RDickson@govmserv.com	418,883.61	9/9/2014- 4/21/2015
City of Cape Coral PO Box 150027 Cape Coral FL 33915	Lift Station 126, 201, 205, 206, 207, 212, & 404 Collection System Improvements	Jody Sorrels 239-574-0831 Jsorrels@capecoral.net	1,283,074.35	9/20/2013- 12/31/2015
FGUA 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Northside MLS, MacDill AFB	Jim Gorry 813-293-2998 jgorry@govmserv.com	1,493,704.80	Completed 01/2016
FGUA 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	MacDill AFB Gravity Upgrades Phase I	Jim Gorry 727-809-0914 jgorry@govmserv.com	2,419,020.00	Completed 02/26/2016
City of Tampa 3808 East 26th Ave. Tampa FL 33605	37th Street Pumping Station Improvements	Michelle Mitchell 813-635-3417 michele.mitchell@tampagov.net	560,488.21	4/8/2015- 6/20/2016



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- B. Identify at least at least 10 projects that included either or a combination of stormwater, water and sewerage utilities within public streets within the last 10 years.

Client/Owner Name/Address	Project Name/Location	CURRENT Contact Name, Phone, Email	Contract Value	Time Period
SJC BOCC 500 San Sebastian View St Augustine FL 32084	Lift Station Improvements Fish Island, Bartram Oaks & Bermuda Run	Leigh Daniels, CPPB 904-209-0150 JDaniels@sjcfl.us	409,342.71	8/29/2015-8/31/2016
Town of Lady Lake 136 Skyline Drive, Lady Lake FL 32159	WWTF No. 2 Aeration Improvements	C.T. Eagle, Sr 352-751-1526 cteagle@ladylakepw.org	566,460.99	6/22/2016-6/24/2017
City of Starke 209 N Thompson St., (PO Drawer C) Starke FL 32091	City of Starke Lift Station Upgrades	Tom Ernharth 904-964-5027 ternharth@cityofstarke.org	452,702.00	11/28/2016-6/25/2017
HC Waterworks, Inc. 4939 Cross Bayou Blvd., NPR FL 34652	HC WW Road Widening Project	Joe Gabay 727-848-8292 jgabay@uswatercorp.net	511,139.09	3/1/2017-10/31/2017
City of Winter Garden 300 West Plant Street, Winter Garden FL 34787	Lift Station No. 23 Improvements	Donald Cochran 407-656-4111 dcochran@wintergarden-fl.gov	411,449.38	5/12/2014-11/12/2014
Bocilla Island Club, Inc. 16757 Bocilla Palm Drive Bokeelia FL 33922	Bocilla Island WWTP Replacement	John G Haubenreich 239-283-1237 bocillaamgr@gmail.com	296,387.96	6/28/2017-12/11/2017
City of Cape Coral PO Box 150027 Cape Coral FL 33915	City of Cape Coral Refurbishment of Lift Station 106, 112, 114, 124, 214 & 304	Kathy Rose 239-574-0831 krose@capecoral.net	1,078,348.67	10/3/2016-3/22/2018
FGUA 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Dixie Groves WM Replacement	Robert Dickson, P.E. 407-629-6900 RDickson@govmserv.com	865,662.26	2/21/2017-7/25/2018
City of North Port 4970 City Hall Blvd., Suite 337 North Port FL 34286	City of North Port 2017 Lift Station Rehabilitation Project	Patsy Adkins 941-429-7064 padkins@cityofnorthport.com	974,250.97	3/19/2018-2/4/2019
FGUA 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	MacDill AFB Headworks & Grit Removal System Replacement	Robert Dickson, P.E. 407-629-6900 RDickson@govmserv.com	1,203,927.00	2/13/2018-3/31/2019

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C. Identify at least 10 projects completed within the last 5 years that included sewage or stormwater and pumping with installed pumping capacity of at least 3 mgd.

Client/Owner Name/Address	Project Name/Location	CURRENT Contact Name, Phone, Email	Contract Value	Time Period
City of Wildwood 100 North Main Street Wildwood, FL 34785	Ashley Parcel Water Treatment Plant	Mark O'Dell 352-330-1346 MODell@wildwood-fl.gov	825,395.44	6/15/2015- 6/10/2016
Town of Cross City PO Box 417 (99 NE 210 Ave) Cross City FL 32628	Town of Cross City WWTP 2017 Wastewater Improvements CDGB	Mike Cassidy 352-598-3307 mcassidy@townofcrosscity.com	596,171.87	10/30/2017- 5/17/2019
Lee County BOCC 1500 Monroe Street Fort Myers FL 33901	Pine Island WWTP Effluent Pump Station Replacement	Diana Khan 239-553-8881 dkhan@leegov.com	437,159.59	10/15/2018- 5/28/2019
FGUA 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Seven Springs Wastewater Treatment Facility Improvements	Robert Dickson, P.E. 407-629-6900 RDickson@govmserv.com	2,105,835.28	11/10/2017- 6/25/2019
City of Wildwood 100 North Main Street Wildwood, FL 34785	WWTF Capacity Improvements Phase I	Mark O'Dell 352-330-1346 MODell@wildwood-fl.gov	913,917.36	1/22/2019- 1/27/2020
Charlotte County 18500 Murdock Circle, Suite 344 Port Charlotte, Florida 33948-1094	Lift Station 815 Rehabilitation	Kathy Lindback 941-743-1378 kathy.lindback@charlottecountyfl.gov	573,376.88	6/17/2019- 5/31/2020
FGUA 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	Village Water WWTF Modifications	Robert Dickson, P.E. 407-629-6900 RDickson@govmserv.com	809,093.02	7/10/2020- 6/14/2021
Atwell, LLC Two Towne Square, Ste 700 Southfield, MI 48076	Water Oak Estates WTP	Ed Zebrowski 248-447-2000 bguettler@atwell-group.com	1,080,231.78	3/25/2022- 4/30/2023
City of Casselberry 95 Triplet Lake Drive, Casselberry, Florida 32707	PW 2007 Sausalito FM Replacement Project	Stefano Ceriana 407-917-5697 sceriana@chacompanies.com	1,710,432.20	6/27/2022- 2/22/2024
City of Port Orange 1000 City Center Circle Port Orange, FL 32129	Herbert & Nova MLS Rehabilitation	Joseph Castro 386-506-5717 jcastro@port-orange.org	1,176,848.25	3/13/2023- 6/6/2024

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**1.03 CURRENT LICENSES**

A. Indicate Bidder and Subcontractor(s) current licenses including design professionals and surveyors.

Name	State	Type	License number
Jeffrey Gordon Hines	Florida	Engineer	PE36812
Mohammed Y Kader	Florida	Engineer	PE45129
Jerry E Weatherington	Florida	Electrician	EC13008873
Gary Andrew Deremer	Florida	Underground Utility	CUC1223914
Cecil R Delcher	Florida	General Contractor	CGC003307

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**1.04 PERSONNEL**

- A. Identify supervisory personnel that are currently employed by the Bidder and available for assignment to the Project (project manager, superintendents, principal foremen and engineers).
  - 1. Identify full-time on-Site superintendent in responsible charge of the Work with at least 10 years' experience as superintendent on comparable projects.
  - 2. Identify project manager assigned full-time with at least 10 years' experience as project manager on comparable projects.

Name	Title	Years of Experience
Kenny Williams	Full time, on-Site Superintendent	30
Steve Stanton	Full time Project Manager assigned	25

- B. Attach detailed resumes of qualifications, previous employers and experience for each supervisory staff listed above.

# STEVE STANTON

*Project Manager*

With over 25 years of experience, Mr. Stanton is the Regional Maintenance Manager overseeing the collections and distribution system maintenance and construction for over 70 clients. He oversees more than 30 personnel who provide maintenance and construction services to the water distribution, wastewater collection, and management of over 200 lift stations. His primary responsibilities are focused on providing maintenance, R&R, and assistance in capital planning for US Water's clients. Mr. Stanton is also a recognized expert in underground utility locating using advanced techniques and is well experienced in the operation of heavy equipment, excavation and trenching equipment. Mr. Stanton was awarded the Raymond Bordner Award by the FWPCOA in 2021 for systems operators in both distribution and collection with more than 10 years of experience whose outstanding personal performance is deserving of special recognition by the Board of Directors.

## EXPERIENCE

**Florida Governmental Utility Association (FGUA), Treatment Systems Across FGUA South Region, Maintenance and Construction Manager-** Oversees nearly 25 maintenance personnel who provide maintenance services to the water distribution, wastewater collection, and management of over 200 lift stations. Also oversees large meter maintenance and the repair and replacement of water mains up to 30 inches in diameter. Acts as CMMS manager for the South FGUA systems, managing and monitoring the closure and completion of thousands of work orders annually. FGUA South Area Accomplishments include the following:

- Instrumental in managing assets during the Hurricane Irma (2017) and Hurricane Ian (2022) response including generators, by-pass pumps, water and force main repairs, establishing pressure zones to restore service to critical infrastructure immediately following the storm. Managed recovery projects in the weeks following the storm.
- Pivotal in the proper selection of replacement lift station pumps for the Lee Boulevard Lift stations to accommodate for the new headworks at the WWTP that inadvertently increased the operating pressures of the force main.

### **South Region US Water Construction Projects and Plant Builds, Project Director-**

- Managed and greatly influenced the design and build of a brand new 20,000 gal/day wastewater treatment plant for Bocilla Island Club on Pine Island.
- Managed the successful completion of the Lee County Pine Island WWTP Effluent Pump Station Project
- Successfully completed numerous lift station rehabilitation projects for the City of Cape Coral, City of North Port, Collier County, Charlotte County, and Highlands County.



## PROJECT ROLE

Project Manager

## YEARS OF EXPERIENCE

25 (11 with US Water)

## EXPERTISE

Water and wastewater facility operations & maintenance  
 Collection and distribution systems maintenance  
 CMMS management  
 Underground Utility location  
 Operation of heavy equipment, and excavation and trenching equipment

## CERTIFICATIONS

Level 1 Water Distribution System License  
 Class A Wastewater Collection  
 Class A CDL License Holder  
 FDEP Stormwater Inspector  
 Certified Backflow Tester  
 Chlorine First Responder Technician  
 Permit Required Confined Space Entry Supervisor

## KENNETH A. WILLIAMS

**SUMMARY** Thirty years of experience in the water and wastewater industry. Five years of experience as a Water/Wastewater Construction Project Manager, leading all aspects of project management and ensuring safety standards and procedures. Led teams of 5-15 people, including subcontractors, through new construction, repairs, and upgrades.

**EXPERIENCE** **ROOTS PROPERTY MANAGEMENT**  
 Managed water and wastewater construction projects valued up to \$15M.  
 Effectively negotiated contracts for water and wastewater.  
 Identified and coordinated design changes and necessary upgrades at facilities.

**CITY OF BUSHNELL**  
 Coordinated multiple construction projects and repairs within City budget.  
 Inspected new construction.  
 Developed operation and maintenance plans  
 Managed consent orders.

**JOB HISTORY** **OWNER, PURIFIED WATER SERVICES, LLC**  
 March 2015 – Present  
 I provide project management services for water/wastewater construction and water/wastewater operations, as well as consulting for facility owners.

**TECHNICAL DEVELOPMENT MANAGER, THE DUMONT COMPANY, INC**  
 February 2009 – March 2015  
 Managed sales, customer service, marketing, and technical support for water, wastewater, and aquatic facilities for all product lines.

**STATE WATER CIRCUIT RIDER, FLORIDA RURAL WATER ASSOCIATION**  
 June 2004 – January 2009  
 Provided technical assistance to water treatment facilities throughout the Central West Florida region.

**EDUCATION** **CALIFORNIA STATE UNIVERSITY, SACRAMENTO**  
 Water Treatment Plant Operation 1998-1999  
 Advanced Waste Treatment 2000-2001

**CERTIFICATIONS** Drinking Water Plant Operator Level C - 0012101  
 Wastewater Plant Operator Level C - 0009620

**REFERENCES** **KIRK RONCONE – Mack Industries**  
 23902 County Rd 561, Astatula, FL 34705  
 (352) 552-2970

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**1.05 PROPOSED DESIGN PROFESSIONALS AND SURVEYORS**

A. The following design professionals and surveyors are to be employed or retained by the Bidder and available for assignment to the Project.

Name	Address	Area of Responsibility	Years of Experience
Angleright Surveying, LLC DUSTIN D MARTIN, PSM	440 ROBERTS RD., SUITE 1	Survey and As-builts	20
	OLDSMAR, FL 34677		

B. Attach detailed resumes of qualifications, previous employers and experience for each design professional and surveyor listed above.



**ANGLERIGHT.NET**

**DUSTIN D MARTIN, PSM**  
FOUNDER/OWNER

**OBJECTIVE**

To move the profession of land surveying into the future utilizing modern technology seamlessly interfaced with time-tested techniques and method.

**SKILLS & ABILITIES**

Team Building

Project Completion

Business Development

Business Sustainability

**VITALS**

440 Roberts Road Suite 1

Oldsmar, FL 34677

T 813-925-9098

E [dmartin@angleright.net](mailto:dmartin@angleright.net)

**EXPERIENCE**

**ANGLERIGHT SURVEYING, LLC OLDSMAR, FLORIDA**

2010-PRESENT

Founder and Owner of AngleRight Surveying, an established, comprehensive land surveying firm serving the state of Florida.

**AIM ENGINEERING AND SURVEYING, INC. FORT MYERS, FLORIDA**

2005-2010

Manager of survey operations. Responsible for all aspects of operating the surveying component of an engineering and surveying firm.

**EDUCATION**

**THE OHIO STATE UNIVERSITY, COLUMBUS OHIO, BACHELOR OF SCIENCE IN GEOMATICS ENGINEERING**

**OHIO UNIVERSITY, ATHENS OHIO, BACHELOR OF SCIENCE IN COMMUNICATION.**

**PROFESSIONAL REGISTRATIONS**

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, PSM 6645

LICENSED FLORIDA BUSINESS, LB 7738

**REFERENCES**

**CHRIS MCLAUGHLIN, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS**

T 561-234-0760

E [cmclaughlin@georgefyoung.com](mailto:cmclaughlin@georgefyoung.com)

**GRANT FICHTER, SURVEY MANAGER AIM ENGINEERING AND SURVEYING, INC.**

T 239-872-2625

E [gfichter@aimengr.com](mailto:gfichter@aimengr.com)





Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500  
 800HELPFLA(435-7352) or (850) 488-2221

Section 5, Item O.

March 4, 2023

DUSTIN D MARTIN  
 12506 TWIN BRANCH ACRES RD  
 TAMPA, FL 33626-4423

SUBJECT: Professional Surveyor and Mapper License # LS6645

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services  
 Board of Professional Surveyors and Mappers

LS6645

Professional Surveyor and Mapper  
 DUSTIN D MARTIN

IS LICENSED under the provisions of Ch. 472 FS  
 Expiration date: February 28, 2025

Detach Here



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS6645**  
 Expiration Date February 28, 2025

**Professional Surveyor and Mapper License**

Under the provisions of Chapter 472, Florida Statutes

DUSTIN D MARTIN  
 12506 TWIN BRANCH ACRES RD  
 TAMPA, FL 33626-4423

WILTON SIMPSON  
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500  
800HELPFLA(435-7352) or (850) 488-2221

March 9, 2023

ANGLERIGHT SURVEYING, LLC  
440 ROBERTS ROAD  
OLDSMAR, FL 34677

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7738

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7738**  
Expiration Date February 28, 2025

### Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

ANGLERIGHT SURVEYING, LLC  
440 ROBERTS ROAD  
OLDSMAR, FL 34677

WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



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**1.07 EQUIPMENT**

A. Identify equipment available for use on the Project. Indicate whether owned by Bidder’s organization or rented. Attach additional sheets, as necessary.

Type of Equipment	Size or Capacity	Owned or Rented
Service Trucks	F-250	Owned
Crane Trucks	F-550	Owned
Vac Truck	2500 Gallon	Owned
Equipment Trailer	20 foot	Owned
Mini Excavator	E-32	Owned
Enclosed Trailer	15 foot	Owned
Bypass pumps	6 inch	Owned

**1.08 BUSINESS INTERESTS**

A. Identify the names and addresses of the members of the Board of Directors of corporation, or the names and addresses of all persons and parties interested in this Bid as partners of a partnership or as individuals. Attach additional sheets, as necessary.

Name	Address	Telephone No.
Gary Deremer, CEO	4939 Cross Bayou Blvd., NPR FL 34652	727-848-8292
Cecil Delcher, VP	4939 Cross Bayou Blvd., NPR FL 34652	727-848-8292
Edward Mitchell, VP /Secretary	4939 Cross Bayou Blvd., NPR FL 34652	727-848-8292
Ralph Amiott, VP	4939 Cross Bayou Blvd., NPR FL 34652	727-848-8292
Mohammed Kader, PE	4939 Cross Bayou Blvd., NPR FL 34652	727-848-8292
Kaycee Rupe, CFO	4939 Cross Bayou Blvd., NPR FL 34652	727-848-8292
Chris Saliba, VP	4939 Cross Bayou Blvd., NPR FL 34652	727-848-8292
William Rendell, VP	4939 Cross Bayou Blvd., NPR FL 34652	727-848-8292
Jeffrey Dupont, VP	4939 Cross Bayou Blvd., NPR FL 34652	727-848-8292

B. Identify the bank or banks representing the financial responsibility of the Bidder.

Name of Bank	Address	Contact Name and Telephone No.
Wells Fargo Bank Commercial Banking Division	100 South Ashley Dr., Ste 1000 Tampa FL 33602	Andrew Tynner 813-225-4318
TD Bank Secondary Bank	2307 W Kennedy Blvd., 2nd Floor Tampa FL 33609	Paul McManus 727-404-5270
Additional References Attached		

**1.09 VIOLATIONS**

- A. Following is a list of violations Bidder and its main Subcontractors have received or been the subject of, or otherwise been involved in, regarding any state or local ethic laws, regulation, code, ordinance, policy, or standard, or offenses arising out of submission of bids or the performance of work on public works projects or contracts over the last 10 years. Attach additional sheets, as necessary.

<b>Name and Location of the Project</b>	N/A
<b>Nature of the Violation/Offense</b>	
<b>Duration and dates during which the violation/offense took place</b>	

<b>Name and Location of the Project</b>	
<b>Nature of the Violation/Offense</b>	
<b>Duration and dates during which the violation/offense took place</b>	

<b>Name and Location of the Project</b>	
<b>Nature of the Violation/Offense</b>	
<b>Duration and dates during which the violation/offense took place</b>	

**1.10 LABOR DISPUTES**

- A. Identify labor disputes the Bidder has been the subject of, or otherwise been involved in, during the last 10 years. For these purposes, "labor disputes" shall include picketing or any other activity which disrupted or delayed the work. Attach additional sheets, as necessary.

<b>Name and Location of the Project</b>	N/A
<b>Nature of the Dispute</b>	
<b>Duration and dates during which the dispute took place</b>	
<b>How the dispute was resolved</b>	

<b>Name and Location of the Project</b>	
<b>Nature of the Dispute</b>	
<b>Duration and dates during which the dispute took place</b>	
<b>How the dispute was resolved</b>	

**END OF SECTION**

**SECTION 00 45 19**

**NON-COLLUSION AFFIDAVIT**

Gary Deremer, being duly sworn, depose and, under the penalty of perjury, say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on the Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on the Project.



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8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on the Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

U.S. Water Services Corporation  
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

Gary Dermer, President  
\_\_\_\_\_  
Company Position

Date: July 19, 2024  
\_\_\_\_\_

Attest:   
\_\_\_\_\_

Date: July 19, 2024  
\_\_\_\_\_

**END OF SECTION**

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**U.S. Water Services Corporation**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_
- Other (see instructions) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**4939 Cross Bayou Blvd.,**

6 City, state, and ZIP code

**New Port Richey FL 34652**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

2	0	-	0	0	0	8	8	2	1
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 4/12/2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## FINANCIAL REFERENCES

Wells Fargo Bank – Commercial Banking Division  
**Andrew Tyner, Relationship Manager**  
100 South Ashley Drive, Suite 1000, Tampa, FL 33602  
Phone: (813) 225 4318  
Email: Andrew.Tyner@wellsfargo.com

TD Bank – Secondary Banking Relationship  
**Paul McManus, Commercial Market Director**  
2307 W Kennedy Boulevard, 2<sup>nd</sup> Floor, Tampa, FL 33609  
Phone: (727) 404-5270  
Email: Paul.Mcmanus2@td.com

Bank of Tampa – Commercial Banking  
**Jordan Young, Commercial Relationship Manager**  
601 Bayshore Boulevard, Suite 100, Tampa, FL 33606  
Phone: (813) 872 1292  
Email: JYoung@bankoftampa.com

Coastal Bay Wealth Management – Corporate Investment & 401K Fund Management  
**Michael Cox, President**  
5709 Tidalwave Drive, New Port Richey, FL 34652  
Phone: (727) 910 2001  
Email: Michael.Cox@raymondjames.com

Guignard Company - Bonding Agent  
**Gary Francis, Contract Bond Specialist**  
1904 Boothe Circle, Longwood, FL 32750  
Phone: (407) 834 0022  
Fax: (407) 260 1767  
Email: gary@guignardcompany.com

Gary Deremer, President/CEO



# *State of Florida*

## *Department of State*

I certify from the records of this office that U.S. WATER SERVICES CORPORATION is a corporation organized under the laws of the State of Florida, filed on April 30, 2003, effective April 28, 2003.


The document number of this corporation is P03000047833.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 2, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighteenth day of June, 2024*



  
*Secretary of State*

Tracking Number: 2102501516CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



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## Detail by Entity Name

Florida Profit Corporation  
 U.S. WATER SERVICES CORPORATION

### Filing Information

**Document Number** P03000047833  
**FEI/EIN Number** 20-0008821  
**Date Filed** 04/30/2003  
**Effective Date** 04/28/2003  
**State** FL  
**Status** ACTIVE  
**Last Event** AMENDMENT  
**Event Date Filed** 05/13/2024  
**Event Effective Date** NONE

### Principal Address

4939 CROSS BAYOU BOULEVARD  
 NEW PORT RICHEY, FL 34652

Changed: 03/31/2004

### Mailing Address

4939 CROSS BAYOU BOULEVARD  
 NEW PORT RICHEY, FL 34652

Changed: 05/09/2005

### Registered Agent Name & Address

DEREMER, GARY A  
 4939 CROSS BAYOU BOULEVARD  
 NEW PORT RICHEY, FL 34652

Name Changed: 03/31/2020

Address Changed: 03/31/2020

### Officer/Director Detail

#### **Name & Address**

Title CEO

DEREMER, GARY  
4939 CROSS BAYOU BLVD.  
NEW PORT RICHEY, FL 34652

Title VP

DELCHER, CECIL  
4939 CROSS BAYOU BLVD.  
NEW PORT RICHEY, FL 34652

Title VP

AMIOTT, RALPH  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

KADER, MOHAMMED  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP, Secretary

Mitchell, Edward  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title CFO

RUPE, KAYCEE  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

SALIBA, CHRIS  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

RENDELL, WILLIAM TROY  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

DUPONT, JEFFREY  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652



Title VP

VOSS, AARON  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title SVP

Elias, Dan  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title SVP

Jones, Kenneth  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

Benderski, Ron  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

Title VP

SCHULTZ, DAVID, Jr.  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

**Annual Reports**

Report Year	Filed Date
2022	01/24/2022
2023	01/11/2023
2024	02/02/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**KADER, MOHAMMED Y**

9806 PALAZZO ST  
SEFFNER FL 33584-2661

**LICENSE NUMBER: PE45129**

**EXPIRATION DATE: FEBRUARY 28, 2025**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**DELCHER, CECIL R**

U S WATER SERVICES CORPORATION  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY FL 34652

**LICENSE NUMBER: CGC003307**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**DEREMER, GARY ANDREW**

US WATER SERVICES CORPORATION  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY FL 34652

LICENSE NUMBER: CUC1223914

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

**WEATHERINGTON, JERRY E**

U.S. WATER SERVICES CORPORATION  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY FL 34652

**LICENSE NUMBER: EC13008873**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



# STATE OF FLORIDA

## BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**HINES, GORDON JEFFERY**

PO BOX 218  
YANKTON SD 57078

**LICENSE NUMBER: PE36812**

**EXPIRATION DATE: FEBRUARY 28, 2025**

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**ATTACHMENT 4: CONTRACTOR REFERENCES**





## CONTRACTOR REFERENCE CHECK

**CONTRACTOR:** U.S. Water Services Corporation

**REFERENCE FOR:** PW 2007 Sausalito FM Replacement Project

**REFERENCE FROM:** Client: City of Casselberry, 95 Triplet Lake Drive, Casselberry, FL, 32 Reclaimed Water Storage Pond Expansion Design-Build 707  
Current Contact: Stefano Ceriana, 407-917-5697, [sceriana@chacompanies.com](mailto:sceriana@chacompanies.com)

**DATE OF PROJECT:** Completed 02/22/2024

---

### What did the project involve?

- Primary part: Force main construction, length of 6,000 linear feet of 10-inch force main
- Valves, sidewalk restoration, above-ground restoration

### How was the quality of work?

- Quality was “very good.”

### How was the Contractor’s paperwork? Was it correct and timely?

- Contact was not directly involved with this but heard that the paperwork was overall on time. Heard that some were not as timely, but did not complain if they didn’t get paid for untimely paperwork.

### How were the Contractor’s relationships with the Owner? Engineer? Subcontractors?

- Owner: Good, communication was well with the client
- Engineer: Very good, when reviewing shop drawings, they would reply easily and in a timely manner
- Subcontractor: Did communicate as much as possible. Any communication issues were deemed to be the fault of the subcontractors.

### How many change orders? What type? What magnitude?

- Total of 4 change orders:
  - 1: Required a time extension because of supply chain issues.
  - 2: Changed the construction method from pipe bursting to directional drill as it was recommended by the contractor.
  - 3: Deduct change order because ARV’s were added, and the city was “fine with it.”
  - 4: Due to unknown field conditions because asphalt patch was twice as thick as expected.

### Would you recommend this contractor for similar work? Would you hire the contractor again?

- Yes, would recommend the contractor for similar work and yes, would hire the contractor again.

### Were there any bonds invoked or legal efforts initiated by any parties?

- There were no bonds invoked or legal efforts initiated by any parties.

## CONTRACTOR REFERENCE CHECK

**CONTRACTOR:** U.S. Water Services Corporation

**REFERENCE FOR:** No project, general reference

**REFERENCE FROM:** Client: FGUA, 280 Wekiva Springs Rd Ste 2070, Longwood, FL, 32779  
Current Contact: Teresa Irby-Butler, 407-399-8233, Senior Project Manager

**DATE OF PROJECT:** N/A

---

**What did the project involve?**

- N/A

**How was the quality of work?**

- On time, generally on budget, hard-working, “great experience with them,” when obstacles come up, sometimes need change orders, but they are always very good.

**How was the Contractor’s paperwork? Was it correct and timely?**

- N/A

**How were the Contractor’s relationships with the Owner? Engineer? Subcontractors?**

- Owner: N/A
- Engineer: N/A
- Subcontractor: N/A

**How many change orders? What type? What magnitude?**

- N/A

**Would you recommend this contractor for similar work? Would you hire the contractor again?**

- Yes, would recommend the contractor for similar work and yes, would hire the contractor again.

**Were there any bonds invoked or legal efforts initiated by any parties?**

- N/A



## CONTRACTOR REFERENCE CHECK

**CONTRACTOR:** U.S. Water Services Corporation

**REFERENCE FOR:** Herbert & Nova MLS Rehabilitation

**REFERENCE FROM:** Client: City of Port Orange, 1000 City Center Circle, Port Orange, FL, 32129  
Current Contact: Junos Reed, 386-506-5754, Project Manager

**DATE OF PROJECT:** Completed 06/06/2024

---

**What did the project involve?**

- Rehabilitation of one of the sewer system's master lift stations

**How was the quality of work?**

- Quality was "good."

**How was the Contractor's paperwork? Was it correct and timely?**

- Yes and yes

**How were the Contractor's relationships with the Owner? Engineer? Subcontractors?**

- Owner: Relationship with the owner (Junos) was "excellent."
- Engineer: No issues between the contractor and the engineers, only interacted at meetings, communication was mainly with the owner.
- Subcontractor: Assumed it was good, do not know necessarily. USWSC's oversight of the subcontractor was assumed to be good as evidenced by the quality of work resulting from the subcontractors.

**How many change orders? What type? What magnitude?**

- 2 change orders (both owner-initiated):
  - 1: Insert a valve into an existing force main at the fault of the engineer
  - 2: Thought initially that the condition of the existing liner in the well was okay. Once the liner was found to be in poor condition, put a change order to replace the liner.

**Would you recommend this contractor for similar work? Would you hire the contractor again?**

- Yes ("absolutely"), would recommend the contractor for similar work and yes, would hire the contractor again.

**Were there any bonds invoked or legal efforts initiated by any parties?**

- There were no bonds invoked or legal efforts initiated by any parties.

## CONTRACTOR REFERENCE CHECK

**CONTRACTOR:** U.S. Water Services Corporation

**REFERENCE FOR:** Lift Station Improvements for Fish Island, Bartram Oaks, and Bermuda Run

**REFERENCE FROM:** Client: Saint Johns County BOCC, 500 San Sebastian View, St Augustine, FL, 32084  
Current Contact: Scott Trigg, 904-209-2622, Chief Engineer

**DATE OF PROJECT:** Completed

---

**What did the project involve?**

- Project involved the rehabilitation of lift stations, replacing pumps, replacing valves, earthwork, etc., “typical lift station rehabilitation activities.”

**How was the quality of work?**

- The quality was “Good, no issues”

**How was the Contractor’s paperwork? Was it correct and timely?**

- From what Scott can remember, no issues.

**How were the Contractor’s relationships with the Owner? Engineer? Subcontractors?**

- Owner: No issues, Scott was the owner
- Engineer: No issues
- Subcontractor: No issues

**How many change orders? What type? What magnitude?**

- There were no change orders

**Would you recommend this contractor for similar work? Would you hire the contractor again?**

- Yes, would recommend the contractor for similar work and yes, would hire the contractor again.

**Were there any bonds invoked or legal efforts initiated by any parties?**

- There were no bonds invoked or legal efforts initiated by any parties.

## CONTRACTOR REFERENCE CHECK

**CONTRACTOR:** U.S. Water Services Corporation

**REFERENCE FOR:** Lift Station 815 Rehabilitation

**REFERENCE FROM:** Client: Charlotte County, 18500 Murdock Circle, Ste 344, Port Charlotte, FL 33948-1094  
Current Contact: Dave Watson, 941-764-4502, Utilities Director

**DATE OF PROJECT:** Completed 05/31/2020

---

### What did the project involve?

- Project involved rehabbing almost all of an existing lift station. Entailed new electrical work, pumps, motors, and relining of the existing wet well. Originally wanted to replace the wet well, but the condition of the well allowed it to be used. Involved temporary bypass pumping to be used during construction as well.

### How was the quality of work?

- The quality was “Good,” and they were “very happy with the final product.”

### How was the Contractor’s paperwork? Was it correct and timely?

- Did not have any problems with paperwork. McKim & Creed did project inspections and so did most of the paperwork. They and the city did not have any issues

### How were the Contractor’s relationships with the Owner? Engineer? Subcontractors?

- Owner: “Good”
- Engineer: Not aware of any issues that they had between each other.
- Subcontractor: There could have been an electrical subcontractor, but Dave doesn’t know enough about it.

### How many change orders? What type? What magnitude?

- At least 1, possibly 2 at most.
  - 1: Quantity change orders for concrete initiated by the contractor.

### Would you recommend this contractor for similar work? Would you hire the contractor again?

- Yes, would recommend the contractor for similar work and yes, would hire the contractor again.

### Were there any bonds invoked or legal efforts initiated by any parties?

- There were no bonds invoked or legal efforts initiated by any parties.

**ATTACHMENT 5: NOTICE OF INTENT TO AWARD**



**Date**

Natalie Harvey, Assistant Project Manager  
US Water Services Corporation (US Water)  
5605 2<sup>nd</sup> St W  
Lehigh Acres, FL 33971

**SUBJECT: NOTICE OF INTENT TO AWARD  
WWTF Emergency Upgrades  
City of LaBelle, FL**

You are notified that your Bid dated July 19, 2024 for the subject Project has been considered.

You are the apparent Successful Bidder and the Owner intends that a Contract for the subject Project be awarded to you. The Total Contract Price of the awarded Contract will be \$2,966,753.30 (Base Bid \$2,938,489.30 (corrected) plus Alternate A \$28,264.00) based on Unit Prices, subject to the following conditions being met and subject to required reviews and approvals and specifically, funding agency approval by Florida Department of Environmental Protection (FDEP) under assistance agreement LPA0313.

You must comply with the following conditions precedent **within 15 days** of the date of receipt of this Notice of Intent to Award:

1. Deliver the Contract security (Bonds) in the specified EJCDC format and insurance documentation as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Intent to Award, and declare your Bid security forfeited.

After confirming that you have complied with the above conditions and required approvals are obtained, Owner will deliver a Notice of Award and the conformed Contract Documents with the Agreement for execution.

City of LaBelle Florida (Owner)

By: \_\_\_\_\_  
[Name and Title]

Copy to Engineer

**ATTACHMENT 6: PROPOSED NOTICE OF AWARD**



Date

Natalie Harvey, Assistant Project Manager  
US Water Services Corporation (US Water)  
5605 2<sup>nd</sup> St W  
Lehigh Acres, FL 33971

**SUBJECT: NOTICE OF AWARD**  
**WWTF Emergency Upgrades**  
**City of LaBelle, FL**

You are notified that your Bid dated July 19, 2024 for the subject Project has been considered, and that you are the Successful Bidder and are awarded a Contract.

The Total Contract Price of the awarded Contract is \$\$2,966,753.30 (Base Bid \$2,938,489.30 (corrected) plus Alternate A \$28,264.00) based on Unit Prices.

An electronic copy (PDF) of the unexecuted counterpart of the Agreement and a copy of the Contract Documents accompanies this Notice of Award along with a PDF copy of the Drawings. Please sign and return a scanned copy (PDF) of the executed Agreement **within 10 days** of receipt of this Notice of Award to the Engineer.

After obtaining required reviews and approvals for Contract execution, Owner shall deliver one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions and Supplementary Conditions, if any.

City of LaBelle Florida (Owner)

By: \_\_\_\_\_  
[Name and title]

Copy to Engineer

Via Electronic Mail and US Mail

10/15/2024



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

RE: Task Order for Wastewater Collection System Design – Zones G, H, & I  
City of LaBelle, Florida

Dear Mayor Wilkins:

This Consultant Services Task Order between Woodward & Curran, Inc. (Consultant) and the City of LaBelle (City) shall be completed in accordance with the Consultant Services Agreement (Agreement) between Consultant and City. The terms and conditions of the Agreement are incorporated herein by this reference and the Scope of Work, Compensation, and Schedule, are defined in his Task Order.

### **BACKGROUND**

The City desires to proceed with an expansion of the wastewater collection system (septic to sewer conversion) in several areas of the City identified as Zones G, H, and I and as further defined in WG041 with the Florida Department of Environmental Protection (FDEP).

Zones G, H, and I are high priorities for septic to sewer conversions due to the proximity of these zones to the Caloosahatchee River which is considered an impaired water body with high levels of nitrogen. During heavy rainfall, nitrogen, phosphorus and pathogens from the septic tank waste can be washed through the sandy soils toward the Caloosahatchee River and adds to the impairment by decreasing the dissolved oxygen content in the river water to below 5 mg/l (FDEP water quality standard). By constructing a new wastewater collection system in these zones, the wastewater will be pumped to the City's wastewater treatment facility; thereby, eliminating this source of potential pollutant loading to the river.

This Task Order will provide engineering services for the design, permitting, and funding administration services for the Zones G, H, and I septic to sewer basins as defined in WG041 and further described as follows and in the Scope of Work below. The Zones G, H, and I project generally consists of approximately 9,500 linear feet (LF) of gravity sewer, 1,000 LF of force mains, and a new lift station on E Cowboy Way to eliminate more than 65 septic systems and provide ready to serve sewer service to 22 lots.

### **SCOPE OF SERVICES**

Project Management – This task occurs concurrently with the steps outlined below and includes those tasks necessary to inform the City of the project needs; monitor and control the design process; coordinate information and meetings; coordinate with subcontractors and in-house





design staff; reach timely decision to meet the project schedule; prepare reports to the City on the progress of the project and status of schedule and budget; and technical oversight of the project activities.

Project Kickoff: Attend one (1) meeting with City staff to confirm Consultant's understanding of the City's goals for the project, the written scope of work, project deliverables and milestones, project schedule and project budget.

Meetings: Project success will be dependent on proactive and frequent coordination between all parties involved, including the City, property owners, regulatory agencies, and other key stakeholders. To establish key project success factors and open lines of communication, Woodward & Curran will run a preliminary kickoff meeting. Design review meetings will also be held with the City at key milestone dates, including 30%, 60%, 90%, and final design. Should additional meetings beyond those listed be required, Woodward & Curran will be prepared to attend, with those meetings billed on an hourly basis.

## **PHASE 1: PRELIMINARY SITE INVESTIGATIONS**

Preliminary site investigations include survey/utility locates, wetlands identification, and geotechnical.

**1.1. Survey and Utility Locates** – Perform ground survey to create a base plan for the detailed design of the project on North American Vertical Datum of 1988 (NAVD). Perform utility research at the City and appropriate water, sewer, drainage, gas, electric, telephone, cable television utilities and add utility information to the base plan. Subsurface utility locates will be performed as part of this task for potential utility conflicts with the sewer route. Capture and integrate wetland flags into survey and bid documents. Install benchmarks as needed throughout the project area suitable for use by the construction contractor. Obtain and integrate property easement lines, natural physical features, mailboxes, driveways, trees, home/building locations, and other information deemed necessary. Only areas required for the design of the project will be surveyed.

**1.2. Wetlands Delineation and Environmental Review** – Delineate vegetated wetlands and/or resource areas at pump station sites and along the route of the proposed sewers, install flagging to identify wetland limits for survey team to capture during field work. Wetland locations shall be integrated into topographic survey and bid documents. Conduct environmental review for the presence and location of endangered or protected species in the project area. Only areas required for the design of the project will be delineated.

**1.3. Borings and Geotechnical Report** – Perform a subsurface exploration program for the proposed sewer routes and pump station sites. Submit a geotechnical report to serve as the basis for sewer bedding, sewer collection system technology selection, and associated project specifications including, but not limited to, dewatering and excavation support. Subsurface standard penetration test (SPT) boring and probe locations will be at each proposed pump station site and at other locations as identified during the design.



## PHASE 2: PRELIMINARY DESIGN

**2.1. Develop Design Flows** – Confirm the design flows for sewers and downstream pump stations based on existing infrastructure in place and proposed additions to the system. Review sewer system modeling (provided by City) to ensure forcemains and downstream pump stations are suitable to handle flows from new sewer contributions. Make recommendations to size gravity and forcemain improvements as required based on flow data.

**2.2. Sewer Alignment and Lift Station Alternative** – Review proposed sewer layout (provided by City) for septic to sewer zones. Sewer collection system for this proposal to be designed in the following locations:

- G. Area G
  - MLK Blvd: E Cowboy Way to 785 MLK Blvd
  - E Cowboy Way: MLK Blvd To Citrus St
  - Pinewood Dr: E Cowboy Way to Lake Park Dr
  - Valencia Ct
  - New Lift Station on E Cowboy Way
  - Forcemain: E Cowboy Way north on Maddox St to LS#11
- H. Area H
  - Seminole Ave: Edison Ave to MLK Blvd
  - New York St: Seminole Ave to LS #7
- I. Area I
  - 4<sup>th</sup> Ave: Crawford St to Belmont St
  - 3<sup>rd</sup> Ave: Crawford St to Belmont St
  - Crawford St: 4<sup>th</sup> Ave to 2<sup>nd</sup> Ave
  - 2<sup>nd</sup> Ave: Crawford St to LS #3

**2.3. Design Basis Report** – Prepare a design basis report (DBR) which will present the project design criteria including sewer flows, sewer lengths, and pipe diameter selection for each location; unanticipated permitting and/or subsurface conditions requiring additional investigation or special design or construction techniques; anticipated permits and approvals; and estimate of project cost. Develop a project schedule for the project as described in the DBR. The DBR will be delivered to the City as a draft report and will be finalized once comments are received from the City.

## PHASE 3: FINAL DESIGN & PERMITTING

**3.1. Design** – A system of gravity sewers will be designed based on the topography, required pipe capacity, and industry-standard design practice in accordance with the DBR. The new sewer system will be designed to tie into the existing sewer system. A capacity evaluation of downstream sewers from the new sewer tie in locations and no additional capacity evaluation will be performed as part of this work.



**3.2. Design Documents** - Design documents based upon the Final DBR will be prepared and include drawings and specifications. Drawings will depict the work to be done at a scale of 1" equals 40' horizontal and 1" equals 4' vertical for plan and sewer profile sheets. Detail sheets and special plans shall be scaled as determined by Woodard & Curran. Specifications shall be based on the Engineers Joint Contract Documents Committee (EJCDC) format. Provide hard copy or digital drawings to the City for review at 60%, 90% and 100% design progresses, in order to review progress and solicit input from City staff on the design. Incorporate City comments into the design as mutually agreed upon.

**3.3. Consultant's Estimate of Probable Cost** – Prepare Consultant's estimate of probable cost based on the scope of the design documents. The Consultant's estimate of probable costs will be delivered at each the 60%, 90% and Final milestones.

**3.4. Construction Plans** – Construction Plans and Bid Documents will be delivered to the City and FDEP, if required, in two submittals: 90% Design Documents (drawings and specifications) and Final Design Documents. Final Construction Documents will incorporate review comments on 90% documents received from the City and FDEP.

**3.5. Permitting** - Prepare and submit permit applications required by state and federal requirements which are anticipated to include FDEP Permit and SFWMD Permits as required. Attendance, participation, and presentation at a public hearing is currently excluded from this task. Any fees associated with these permits will be paid directly by the City.

**3.6. Easements** - Consultant will prepare easement drawings and descriptions if requested by the City. The Scope of Work and Fee for this task shall be as mutually agreed upon prior to the start of work under this task and is not included herein.

**3.7. Police Details** – Consultant and/or Consultant's subcontractors will coordinate police details that may be required for various aspects of the design. Police detail costs shall be paid directly by the City and are not included herein.

#### **PHASE 4: FUNDING & FINANCING**

**4.1. Funding and Financing** – This task will include activities related to the administration of the Legislative funding and Florida Department of Environmental Protection (FDEP) administered grant funding program including but not limited to completion of application and work plan, securing agreements, agency coordination on reimbursement requests, project updates, and closeout.

#### **PHASE 5: BIDDING**

**Bidding** – Consultant will administer the bidding phase, including review of Bidder questions, preparation of up to three addenda, attend and chair pre-bid conference, attend bid opening, tabulate bid results, review bids, and make recommendation for award. The scope herein includes bidding the project one time.

#### **DELIVERABLES:**



One hard copy and one digital copy of each of the following:

1. Draft and Final Design Basis Report, which includes the preliminary cost estimate
2. Permit submittals
3. Progress drawings and specifications at 60%, 90%, and Final design
4. Estimate of probable costs at 60%, 90%, and Final design

## **SCHEDULE**

The design of this project will commence upon receipt of a signed Agreement from the City and is estimated to be completed in a period of 15 months. The schedule is dependent on FDEP funding and permitting agency review timelines and may be adjusted accordingly by mutual agreement of the Consultant and the City. It is anticipated that design and permitting will take approximately 12 months, and bidding/award taking 3 months.

## **ASSUMPTIONS AND UNDERSTANDINGS**

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

1. The project limits are based on the locations identified on the enclosed map for Wastewater Collection System Areas G, H, and I, and as further identified in section 2.2 of this proposal.
2. It is assumed that the topography in Areas H and I will allow gravity flow to lift stations #7 and #3, respectively.
3. It is assumed that the topography on MLK Blvd will allow for gravity flow south to E Cowboy Way.
4. It is assumed that Lift Stations #11, #7, and #3 have sufficient capacity to support the additional flows from the proposed collection systems in Areas G, H, and I, respectively. Hydraulic Models of each area are beyond the scope of this design. A desk top evaluation will be performed to calculate the proposed flow from each area and evaluate the impact to each of the existing lift stations based on the design capacity of each lift station as identified in As-Built drawings and existing system flows based on SCADA data as provided by the City.
5. The project schedule is based on receiving the survey within three months of the Notice to Proceed. Additional time will be granted by the City based on the actual date the survey is completed.
6. If the cost of the required survey, environmental, and/or geotech, is above the amount identified in Phase I of the budget herein, the additional cost to complete the required work will be at the sub-contractor price + 10% fee basis, with City authorization.



7. W&C and subcontractors will coordinate police details that may be required for various aspects of the work with the City. Police detail costs shall be paid by the City and are not included herein.
8. Survey work hours are assumed normal business days Monday through Friday, 7:00 am to 5:00 pm, unless otherwise approved by the City.
9. If available, the City will provide W&C with any other previously completed studies, plans, surveys, environmental reports and other pertinent documents associated with the project site.
10. This scope includes the design of one lift station on E Cowboy Way, the design for additional pump stations will be provided as a separate scope of work.
11. The design of the lift station on E Cowboy Way will be based on City standards for lift stations and will reference City standards for electrical and instrumentation (SCADA) at the lift station.
12. Pre-Procurements & Pre-Selection: Engineering services associated with pre-procurement, evaluated bids, and pre-selection of process equipment, instruments, and related appurtenances are not included as part of this scope.
13. Odor control: This scope does not include the design of odor control systems nor an odor control study of liquid phase or air phase odors.
14. Fire Protection Systems: This scope does not include detailed design of stamped fire protection system drawings.
15. Land Acquisition/Easements: This scope does not include fees or engineering associated with land purchase and easements (if applicable).
16. City permitting is not included in this Scope. This typically occurs during the construction stage of the project between the Town and the Contractor.
17. All permitting fees to be paid directly by the City to the permitting agency.

**BUDGET**

The proposed budget for completion of the work described herein is summarized below:

Description of Work	Budget
Phase 1: Site Investigations	\$105,000
Phase 2: Preliminary Design	\$115,000
Phase 3: Final Design & Permitting	\$230,000
Phase 4: Funding & Financing	\$50,000



Phase 5: Bidding	\$25,000
<b>Total Fee</b>	<b>\$525,000</b>

Phase 1 of this Task Order is an estimate of subconsultant services and will be invoiced based on actual cost plus 10%. The remainder of this Design Task Order is lump sum, and each item will be invoiced monthly on a percent complete basis.

**TERMS AND CONDITIONS**

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and the City of LaBelle, dated \_\_\_\_\_.

**CLOSING**

We greatly appreciate this opportunity to offer our environmental services. If you accept this proposal and wish to proceed with the Scope of Services, please sign the below Authorization to Proceed and return a copy for our files.

Please feel free to contact me at 863-354-4416 if you have any questions regarding this proposal or require any further information.

Sincerely,

Woodard & Curran, Inc.



Justin deMello, PE  
Vice President

kb

Enclosure(s)

cc: Kevin Becotte, PE, Kelly Saikkonen, PE & Morgan French

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.





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

**To:** Honorable Mayor and City Commission

**Prepared By:** Hendry County School District

**Date of Meeting:** October 24, 2024

**Date Submitted:** October 16, 2024

**Title of Agenda Item:** Hendry County School District and Community Signage

**Agenda Location:** Consent

---

**Report in brief:** Hendry County School District is proposing the use of City Property located at LaBelle Veterans Park for digital sign placement to be used for School District and Community information sharing. Pending HCSD Board Approval and FDOT approval.

**Staff Comments:**

**Fiscal Impact:** The School District will cover the cost of the sign in return for the use of City of LaBelle Property and cost of monthly utility for the sign

**Recommended Actions:** Staff recommend approval of the Hendry County School District and Community Signage.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**CITY OF LABELLE, FLORIDA**

**DRINKING WATER STATE REVOLVING FUND  
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT  
DW260390**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND **PLANNING, DESIGN, AND CONSTRUCTION**  
LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND **PLANNING, DESIGN, AND CONSTRUCTION**  
 LOAN AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND  
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT  
DW260390**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF LABELLE, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

**RECITALS**

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Project Sponsor applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

**AGREEMENT**

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this planning, design and construction loan agreement.

(2) “Asset Management Plan” means a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-552.700(7), Florida Administrative Code.

(3) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(4) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(6) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(7) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(8) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(9) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(10) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(11) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(12) “Loan Application” shall mean the completed form which provides all information required to support obtaining planning, design, and construction loan financial assistance.

(13) “Local Governmental Entity” means a county, municipality, or special district.

(14) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(15) “Planning Activities” shall mean the planning or administrative work necessary for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities.

(16) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(17) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation

for Hurricanes Fiona and Ian Drinking Water Project. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

(18) "Utility System" shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(19) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current

and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
SJ-03D10824-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$19,500,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends \$1,000,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit or program specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

(c) If the Project Sponsor expends less than \$1,000,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor 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 Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:



By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-30000

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor 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 Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

#### 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. The Project Sponsor may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

#### 4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

#### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

#### 4.08. DISBURSEMENTS.

This Agreement allows for funds to be advanced to the Project Sponsor for allowable invoiced costs, under the provisions of 216.181, Florida Statutes. Disbursements shall be made directly to the Project Sponsor only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. In addition to the invoices for costs incurred, proof of payment will be required with the following disbursement request.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Project Sponsor for disbursements of the planning, design or construction funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-552, Florida Administrative Code, has been provided.

#### 4.09. ADVANCE PAYMENT.

The Department may provide an advance to the Project Sponsor, in accordance with Section 216.181(16)(b), Florida Statutes. Such advance will require written request from the Project Sponsor, the Advance Payment Justification Form and approval from the State's Chief Financial Officer. The Project Sponsor must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Project Sponsor shall be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Project Sponsor shall be required to provide a written acknowledgement to the Department of the Project Sponsor's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Project Sponsor shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

## 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time

and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.
- (2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - RESERVED

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

#### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

#### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

#### 8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the



Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements".

#### 8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

#### 8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

## 8.11. RESERVED.

## 8.12. ASSET MANAGEMENT PLAN.

Subsection 62-552.700(7), Florida Administrative Code encourages Project Sponsors to implement an Asset Management Plan to promote long term sustainability of the Water System. An Asset Management Plan must be adopted by ordinance or resolution and written procedures must be in place to implement the plan.

The plan must include each of the following elements: i) identification of all assets within the Project Sponsor's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and drinking water use projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility (if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility); and x) a plan to preserve the assets, renewal, replacement, and repair of the assets as necessary and a risk-benefit analysis to determine the optimum renewal or replacement time.

## 8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request**

**3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

**8.14. SCRUTINIZED COMPANIES.**

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are 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 Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized 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.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

**8.15. SUSPENSION.**

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

#### 8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

#### 8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

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

### ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

#### 9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Sections 8.10 which states that all iron and steel products, manufactured products, and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

#### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

#### 9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide

additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$19,500,000. Of that, the estimated amount of Principal Forgiveness is \$19,500,000.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Planning Activities	50,000
Design Activities	1,800,000
Asset Management Plan	100,000
Construction	16,500,000
Technical Services After Bid Opening	1,050,000
SUBTOTAL (Disbursable Amount)	19,500,000
Less Principal Forgiveness	(19,500,000)
TOTAL (Loan Principal Amount)	0

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.

(3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.

(4) A clear site title certification shall be submitted no later than May 15, 2026.

(5) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than May 15, 2026.

(6) Completion of Project construction is scheduled for February 15, 2029.

10.08. SPECIAL CONDITIONS.

(1) Prior to execution of this Agreement, the following items must be submitted:

(a) A completed Consultants' Competitive Negotiation Act certification; and

(b) A signed contract between the engineering consulting firm and the Project Sponsor with specific details of the planning and design work to be completed.

(2) The Local Government will need advance payment approval or submit invoices dated on or after the effective date and specified in 10.07(1), along with proof of payment, for reimbursement of allowable invoiced costs.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW260390 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for  
**CITY OF LABELLE**

\_\_\_\_\_  
Mayor

Attest:

I attest to the opinion expressed in Section 2.02,  
entitled Legal Authorization.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date



**DEP AGREEMENT NO. WG037  
CHANGE ORDER NO. 2**

GRANTEE: City of LaBelle

PROJECT TITLE: City of LaBelle Zones C, D, and E WWTP System Improvements and Expansion Project

DEP Agreement No. WG037 (Agreement) entered into on March 21, 2023, and previously amended, is hereby revised as follows:

WHEREAS, the Department requires a change to the funding source of the Agreement.

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$16,166,202.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WQIG, GAA LI 1712, FY 23-24, GR	\$14,181,703.61
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WQIG, GAA LI 1712, FY 23-24, WPSPTF	\$1,984,498.39
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
<b>Total Amount of Funding + Grantee Match, if any:</b>			\$16,166,202.00

2. Attachment 5-1, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, as attached to this Change Order and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5-1 shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.
3. All other terms and conditions of the Agreement shall remain unchanged.

The parties agree to the terms and conditions of this Change Order and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LABELLE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Julie Wilkins, Grantee's Grant Manager

By: \_\_\_\_\_  
Mitch Holmes, Program Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Cameron McMahan, DEP Grant Manager

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

**Attachment 5-2**

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 \$750,000 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 \$750,000 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 \$750,000 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 other 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>.

**Attachment 5-2**

1 of 7

## 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](mailto: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](mailto: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 the reporting package was delivered to the recipient 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*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
<b>Original Agreement</b>	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$16,166,202.00	145110
<b>Change Order 1</b>	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	-\$16,166,202.00	145110

*Note: If 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:*

<b>Federal Program A</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.	
<b>Federal Program B</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 <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Change Order 1	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1712, FY 23-24, GR	\$16,166,202.00	149950
Change Order 2	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1712, FY 23-24, GR	(\$1,984,498.39)	149950
Change Order 2	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1712, FY 23-24, WPSPTF	\$1,984,498.39	149950
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>Total Award</b>					<b>\$16,166,202.00</b>	

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

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](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.



<b>Priority</b>	<b>New Legislative Requests Ideas</b>	<b>Request</b>
1	Regional County/City Utility Collaborative	TBD
2	Wastewater Treatment Facility Disposal Improvement	\$8M
3	Wastewater Treatment Facility Solids Management	\$5M
4	Wastewater Treatment Facility Master Lift Station Redundent Forcemain	\$5M
6	Watermain Design and Construction Zone G, H, I	\$3M

**ORDINANCE NO. 2017-06**

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM OF TWO HUNDRED AND SEVENTY DAYS (270) PROHIBITING THE OPERATION OF ANY MEDICAL MARIJUANA FACILITIES WITHIN THE CITY OF LABELLE; ESTABLISHING A MORATORIUM ON THE ISSUANCE OF OCCUPATIONAL LISCENSES, DEVELOPMENT ORDERS OR PERMITS FOR MEDICAL MARIJUANA FACILITIES WITHIN THE CITY LIMITS IN ORDER TO PROVIDE THE CITY AN OPPORTUNITY TO REVIEW AND ENACT REGULATIONS GOVERNING SAID ACTIVITIES; ESTABLISHING A PURPOSE AND INTENT; PROVIDING DEFINITIONS; MAKING CERTAIN FINDINGS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of LaBelle, Florida, "the City," is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, on November 8, 2016, the State of Florida passed a constitutional amendment to allow medical marijuana; and,

WHEREAS, the constitutional amendment legalized the medical use of marijuana and allows caregivers to assist with the medical use of marijuana, and directs the Florida Department of Health to register and regulate centers in the production and distribution of medical marijuana and to issue identification cards to certain patients and caregivers utilizing medical marijuana; and,

WHEREAS, in 1996 the state of California became the first state to legalize the use of medical marijuana, and several other states subsequently enacted laws legalizing medical marijuana in various circumstances; and,

WHEREAS, the California Police Chiefs Association developed a Task Force on Marijuana Dispensaries that prepared the "White Paper on Marijuana Dispensaries" ("White Paper"), which White Paper was published in 2009; and,

WHEREAS, the White Paper examined the direct and indirect adverse impacts of marijuana dispensaries in local communities and indicated that marijuana dispensaries may attract or cause ancillary crimes, and may result in adverse effects, such as

marijuana smoking in public, the sale of other illegal drugs at dispensaries, loitering and nuisances, and increased traffic near dispensaries; and,

**WHEREAS**, the White Paper further indicates that the presence of marijuana dispensing businesses in a community may contribute to the existence of a secondary market for illegal, street-level distribution of marijuana; and,

**WHEREAS**, the White Paper outlines the following typical complaints received from individuals regarding certain marijuana dispensary areas: high levels of traffic going to and from the dispensaries, people loitering in the parking lot of the dispensaries, people smoking marijuana in the parking lot of the dispensaries, vandalism near dispensaries, threats made by the dispensary employees to employees of other businesses, and citizens worries that they may become crime victims due to their proximity to dispensaries; and,

**WHEREAS**, the White Paper found that many medical marijuana dispensary owners had histories of drug and violence-related arrests, that records or lack of records showed that some owners were not properly reporting income generated from the sales of marijuana, and that medical marijuana businesses were selling to individuals without serious medical conditions, and that the California law had no guidelines on the amount of marijuana which could be sold an individual; and,

**WHEREAS**, the White Paper ultimately concludes that there are many adverse secondary effects created by the presence of medical marijuana dispensaries in communities; and,

**WHEREAS**, the City Commission has heard testimony from the Hendry County Sheriff Department regarding the potential impacts of medical marijuana treatment centers on the surrounding area; and,

**WHEREAS**, the City regulates the use of land through its Comprehensive Plan and Land Development Code; and,

**WHEREAS**, the City does not currently have definitions or regulations within its Land Development Code for medical marijuana treatment centers, medical marijuana dispensaries, medical marijuana facilities, medical marijuana caregivers, or activities pertaining to medical marijuana; and,

**WHEREAS**, the City desires its staff to have sufficient time to review and make recommendations for the enactment of regulations governing said activities; and,

**WHEREAS**, the City believes that by establishing a moratorium for 270 days on the issuance of occupational licenses or land use approvals for medical marijuana treatment centers, medical marijuana dispensaries, and medical marijuana facilities, the City will have the opportunity to research and study various regulatory options; and,

**WHEREAS**, the City Commission finds it is in the best interest of the citizens of the City to minimize and control the adverse effects of medical marijuana treatment centers, medical marijuana dispensaries, and medical marijuana facilities, and thereby protect the health, safety, and welfare of the citizenry; protect the citizens from increased crime; preserve the quality of life and preserve property values, by adopting appropriate regulations; and,

**WHEREAS**, the City has authority in accordance with the Florida Constitution, Chapter 163 and 166 of the Florida Statutes to enact regulations in the interest of the public health, safety and welfare of its citizens; and,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA THAT:**

**SECTION 1. PURPOSE AND INTENT.** The foregoing recitals constitute the legislative findings of the City Commission of the City of LaBelle, and are hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

**SECTION 2. DEFINITIONS.** For purposes of this ordinance, the following terms shall be defined as follows:

"Marijuana" has the meaning given cannabis in Section 893.02(3), Florida Statutes.

"Medical Marijuana Dispensary" means a business operation for the distribution of medical marijuana or related supplies, whether a principal use or accessory use, pursuant to the Florida Right to Medical Marijuana Initiative, Amendment 2, constitutional amendment or any other provision of Florida law.

"Medical Marijuana Treatment Center" means any entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, or administers marijuana, products containing marijuana, related supplies, or educational

materials to qualifying patients or their personal caregivers and is registered by the Department of Health.

"Medical Marijuana Facility" means any authorized Medical Marijuana Treatment Center, Medical Marijuana Dispensary, or any other facility that dispenses, processes, cultivates, distributes, sells, or engages in any other activity that involves or is related to medical marijuana pursuant to the Florida Right to Medical Marijuana Initiative, Amendment 2 or any other provision of Florida law.

**SECTION 3. MORATORIUM IMPOSED.** The City hereby prohibits the operation of any medical marijuana facility in the City, and a zoning moratorium is hereby declared and imposed as follows:

- 1) The City shall not accept, process, or approve any application for occupational license, building permits, land use/zoning permits, or any other development permits concerning or related to any and all medical marijuana facilities, including but not limited to marijuana production, processing, storage or distribution facilities within the City's corporate limits.
- 2) The City shall not accept, process, or approve any occupational license, building permits, land use/zoning permits, or any other development permits concerning or related to any and all medical marijuana facilities, including but not limited to marijuana production, processing, storage or distribution facilities within the City's corporate limits.
- 3) The City shall not process or approve any permits, licenses or approvals for any property, entity, or individual for the sale or distribution of medical marijuana, or for the operation of any unauthorized medical marijuana treatment facilities so long as this ordinance is in effect. No person, corporation, partnership or other entity shall establish, operate or engage in any medical marijuana facility, including but not limited to marijuana production, processing, or distribution within the City.

**SECTION 4. DURATION OF MORATORIUM.** The moratorium imposed by this ordinance shall be effective until the expiration of 270 days from the date hereof unless rescinded sooner.

**SECTION 5. VESTED RIGHTS RELIEF PROCEDURE.**

- 1) The owner or owners of real property may request a determination of vested rights by filing a technically complete application with the City.

- 2) The application form shall, at a minimum, contain the following information:
  - a) A legal description, current tax parcel identification number and survey or sketch of the real property which is the subject of the application.
    - b) A site development plan or plat for the real property.
  - c) Identification of any ordinance, resolution or other action of the City or failure to act by the City, upon which the applicant relied and which the applicant believes supports the applicant's position.
    - d) A statement of fact which the applicant intends to prove in support of the application that vested rights exist. The application shall fully articulate the legal basis for being allowed to proceed with development notwithstanding the moratorium.
    - e) Such other relevant information that the City Commission may request or the applicant may desire to have initially considered.
- 3) The application shall provide a sworn statement to be executed by all owners of the real property that all information set forth on the application is true and correct.
- 4) The City Zoning Staff shall screen each application for a vested rights determination to determine whether the application is technically complete. If not technically complete, the application shall be promptly returned to the applicant, and the applicant shall be granted fourteen (14) additional calendar days to complete this application.
- 5) Upon the City Zoning Staff accepting a technically complete application, for which the application fee has been submitted, the City Commission shall review the application and hold a public hearing and make a final determination within twenty-one (21) calendar days as to whether or not it has been clearly and convincingly demonstrated that the real property subject to the application has vested rights. Within seven (7) calendar days after making a final determination of vested rights status, the City Commission shall provide the applicant with written notification of the determination of vested rights status.

- 6) Decisions made by the City Commission pursuant to this Ordinance may be appealed by the real property owners to the Circuit Court in and for Hendry County, Florida.


**SECTION 6. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or application hereof, is held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this Ordinance and shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative parts therein, and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be held valid as if this ordinance had been adopted without such unconstitutional, invalid or inoperative part therein and if this Ordinance or any provision thereof, shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the application thereof to any other person, property or circumstances.

**SECTION 7. NON-CODIFICATION.** The provisions of this Ordinance shall not be included and incorporated within the Code of Ordinances of the City.

**SECTION 8. EFFECTIVE DATE.** This ordinance shall become effective immediately.

ATTEST:

  
 THOMAS A. SMITH,  
 Clerk-Commissioner

CITY OF LABELLE, FLORIDA  
  
 By: DAVID A. LYONS, Mayor

**ORDINANCE  
NUMBER 2018 - 06**

**AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING, OR APPROVAL OF, OCCUPATIONAL LICENSES, DEVELOPMENT ORDERS OR PERMITS RELATING TO MEDICAL MARIJUANA FACILITIES; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH EXISTING LAW; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, pursuant to the Article VIII of the Florida Constitution, the City of LaBelle Charter and Section 166.021, Florida Statutes, the City Commission is authorized to adopt ordinances necessary for the exercise of its powers; and

**WHEREAS**, the City Commission had previously enacted Ordinance 2017-06 instituting a two hundred and seventy (270) day moratorium on medical cannabis businesses, generally, while the Florida Legislature established a regulatory framework to implement and expand the legal medical use of cannabis (hereinafter marijuana); and

**WHEREAS**, in its past session the Florida Legislation amended the existing regulatory framework surrounding medical marijuana; and

**WHEREAS**, Section 381.986, Florida Statutes, now severely limits, through State preemption, the City's control over the zoning and permitting of medical marijuana facilities, thereby substantially restricting the City's ability to protect surrounding land uses for which dispensaries may not be compatible; and



**WHEREAS**, it is important to provide City time to undertake a study of the State's regulations and the impact upon the City and its residents; and

**WHEREAS**, an extension of the moratorium on applications for, or approval of, any occupational licenses, development orders or permits for medical marijuana facilities will maintain the status quo during the course of the study and planning process; and

**WHEREAS**, the City intends extend the moratorium for an additional ninety-four (94) days thereby limiting the total duration of this moratorium to no more than twelve (12) months; and

**WHEREAS**, the proposed ordinance was properly advertised and has received a public hearing before the City Commission on January 11, 2018; and

**WHEREAS**, the Commission finds it is in the best interest of the residents of the City to maintain the status quo and extend the moratorium; and

**WHEREAS**, the City Commission, due to the imminent expiration of the existing moratorium, to utilize the emergency adoption procedures under Section 166.041, Florida Statutes, to enact this ordinance at a single duly noticed public hearing.

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

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

**Section 2.** The provisions of Ordinance 2017-06 are hereby extended for an additional term of ninety-four (94) days unless repealed sooner.

Notwithstanding the forgoing, in the event the City Commission approves an amendment to the Land Development Regulations, the moratorium will remain in effect until such time as the amendment becomes effective, whichever occurs last.

**Section 3.** This ordinance is undertaken in good faith and is not intended to restrict, prohibit or otherwise prevent a property owner from the reasonable use of their land or from developing their land in accordance adopted comprehensive plan, land development regulations, or the general ordinances and codes of the City of LaBelle.

**Section 4. Conflict with other Ordinances.** The provisions of this article shall supersede any provisions of existing ordinances in conflict herewith to the extent of said conflict.

**Section 5. Severability.** In the event that any portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 6. Existing Law.** Nothing in this temporary moratorium shall be construed to prohibit the use of cannabis pursuant to the Article X Section 20 of the Florida Constitution, the Compassionate Medical Cannabis Act or other applicable Florida Law, or the delivery of cannabis in compliance with any applicable Florida Law.

**Section 7. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Commission.

**PASSED AND DULY ADOPTED** this 11 day of January, 2018.

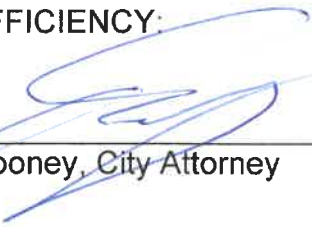
CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA

By:   
David A. Lyons, Mayor

ATTEST:

By:   
Thomas A. Smith, Clerk-Commissioner

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:   
Derek Rooney, City Attorney

Vote:	AYE	NAY
Mayor Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Smith	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Wilkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Akin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Zimmerly	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ORDINANCE  
NUMBER 2018 - 08

AN ORDINANCE OF THE CITY OF LABELLE,  
FLORIDA, AMENDING ARTICLE V, ADDING  
SECTION 4-82 OF THE CITY OF LABELLE LAND  
DEVELOPMENT CODE TO PROHIBIT MEDICAL  
MARIJUANA FACILITIES WITHIN THE  
BOUNDARIES OF THE CITY; PROVIDING FOR  
CODIFICATION, SEVERABILITY, CONFLICTS  
AND AN EFFECTIVE DATE.

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

WHEREAS, The Marijuana Policy Group has published a memorandum called "Municipal Dispensary Allocation: Florida," which evaluated the market need for medical marijuana dispensing facilities and the harmful consequences and secondary effects of over-saturation of medical marijuana dispensing facilities within the market place; and

WHEREAS, The Marijuana Policy Group determined that Florida should have no more than one dispensing facility for each fifty-thousand residents and the optimal ratio is one dispensing facility per 67,222 residents, and the City of LaBelle has a population (approximately 5,000) below such ratios; and

WHEREAS, the City Commission had previously enacted Ordinance 2017-06 instituting a temporary moratorium on cannabis dispensing businesses, generally, while the Florida Legislature established a regulatory framework to implement and expand the legal medical use of cannabis; and

WHEREAS, the City Commission thereafter enacted Ordinance 2018-06 extending the temporary moratorium on cannabis dispensing businesses while a permanent ban could be implemented in accordance with Florida law; and

WHEREAS, Section 381.986(11), Florida Statutes, now authorizes a county or municipality to "ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality;" and

WHEREAS, Section 381.986, Florida Statutes, severely limits, through State preemption, the City's control over the zoning and permitting of medical marijuana dispensaries, thereby substantially restricting the City's ability to protect surrounding land uses for which dispensaries may not be compatible; and

46           **WHEREAS**, given, among other things, the potential negative secondary land  
47 use effects of medical marijuana dispensing facilities, The Marijuana Policy Group’s  
48 analysis of optimal population ratios (residents per dispensing facility) and the statutory  
49 restrictions on local government authority to regulate number and location of dispensing  
50 facilities if not banned, there is a rational basis for the City to exercise its authority under  
51 381.986(11), Florida Statutes to ban dispensing facilities within the boundaries of the  
52 City; and

53  
54           **WHEREAS**, the City Commission has all powers of self-government not  
55 inconsistent with general or special law, including the power and authority to adopt  
56 ordinances providing for the public health, safety and welfare of the residents of the City  
57 of LaBelle; and

58  
59           **WHEREAS**, the City finds that this Ordinance is in the interests of the public  
60 health, safety, and welfare.

61  
62           **NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City  
63 of LaBelle, Florida:

64  
65           **Section 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as  
66 being true and correct and are hereby made a part of this Ordinance and adopted as  
67 legislative findings.

68  
69           **Section 2. Amendment of the City Code.** Article V, Supplementary District  
70 Regulations, of the City of LaBelle Land Development Code is hereby amended to add  
71 the following new provisions:

72  
73 Section. 4-82 – Medical Marijuana Treatment Center Dispensing Facilities.

74  
75           (a) Prohibition. Medical Marijuana Treatment Center Dispensing Facilities are  
76 prohibited within the boundaries of the City. The City will not accept, process or  
77 approve any request or application for a development order, building permit or  
78 other approval associated with a proposed Medical Marijuana Treatment Center  
79 Dispensing Facility.

80  
81           (b) Definition. For the purposes of this section, the term “Medical Marijuana  
82 Treatment Center Dispensing Facility” means any facility where medical  
83 marijuana or any product derived therefrom is dispensed.

84  
85           (c) Interpretation. This section and the terms used herein shall be interpreted in  
86 accordance with Section 381.986, Florida Statutes, and Chapter 64-4 of the Florida  
87 Administrative Code. The intent of this section is to ban medical marijuana  
88 treatment center dispensing facilities from being located within the boundaries of  
89 the City as authorized by Section 381.986(11), Florida Statutes.

90  
91

92            **Section 3. Moratorium Contingency.** In the event that Section 381.986, Florida  
 93 Statutes, is amended or interpreted by a court of competent jurisdiction in a way as to  
 94 eliminate or prevent the City’s ability to ban or prohibit Marijuana Treatment Center  
 95 Dispensing Facilities within the City’s boundaries, upon the effective date of such, an  
 96 automatic one-year moratorium will go into place on the acceptance, processing and  
 97 approval of Marijuana Treatment Center Facilities (including by way of acceptance,  
 98 proceeding and approval of applications for development orders and permits) within the  
 99 City boundaries in order to give the City time to evaluate changes in the applicable law,  
 100 the City’s ability to regulate such uses and activities and potentially enact local  
 101 legislation regarding the same. Such one-year moratorium may be terminated early  
 102 through superseding resolution or ordinance of the City Commission.

103  
 104            **Section 4. Codification.** This Ordinance shall be incorporated into the City of  
 105 LaBelle Land Development Code. The sections of this Ordinance can be renumbered or  
 106 re-lettered to the appropriate word or phrase to accomplish codification. Omissions,  
 107 grammatical, and typographical errors as well as clarifications of ambiguous wording  
 108 that do not affect the intent of this Ordinance may be authorized by the Mayor without  
 109 the need for a public hearing.

110  
 111            **Section 5. Severability.** In the event that any portion of this Ordinance is for  
 112 any reason held invalid or unconstitutional by any court of competent jurisdiction, such  
 113 portion shall be deemed a separate, distinct and independent provision, and such holding  
 114 shall not affect the validity of the remaining portions of this Ordinance.

115  
 116            **Section 6. Conflicts.** The provisions of this Ordinance shall supersede any  
 117 provision of existing ordinances in conflict herewith to the extent of said conflict.

118  
 119            **Section 7. Effective Date.** This ordinance shall become effective immediately  
 120 upon adoption by the City Commission of the City of LaBelle, Florida.

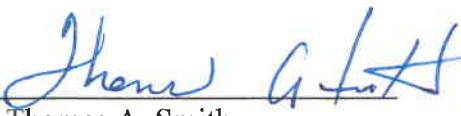

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**PASSED AND DULY ADOPTED** this 14<sup>th</sup> day of June, 2018.

Attest: **CITY OF LABELLE, FLORIDA**

By:  By:   
Thomas A. Smith, Clerk-Commissioner David A. Lyons, Mayor

Reviewed for legal sufficiency:

By:   
Derek P. Rooney, Esq., City Attorney

Vote:	AYE	NAY
Mayor Lyons	<u>✓</u>	___
Commissioner Smith	<u>✓</u>	___
Commissioner Wilkins	<u>✓</u>	___
Commissioner Akin	<u>✓</u>	___
Commissioner Zimmerly	<u>✓</u>	___

**From:** [Wyatt Peters](#)  
**To:** [Lilly Davenport](#); [Derek.Rooney@gray-robinson.com](mailto:Derek.Rooney@gray-robinson.com); [Julie Wilkins](#)  
**Cc:** [Tia Warner](#); [Finance Department](#); [Lucia Hernandez](#); [TRIM](#); [Dametria Hayward-Williams](#)  
**Subject:** RE: 36.05 - RE: LaBelle: DRM420MM discrepancies  
**Date:** Wednesday, October 16, 2024 9:37:43 AM  
**Attachments:** [image002.png](#)  
[image005.png](#)  
[RE 36.05 - RE LaBelle DRM420MM discrepancies.msg](#)

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Good morning Lilly,

We are in the process of reviewing your TRIM package. Based on our preliminary review, I note the following:

- The 5.25 mills on the millage resolution adopted at the final hearing on September 27, 2024, required a two-thirds vote of the governing body of the taxing authority. On the DR-420MM form, the millage rate to enter on line 15 should be the 5.25 mills; also for line 16, the box for “b” should have been checked to indicate a two thirds vote.
- The Budget Summary advertisement understated the ad valorem taxes generated from the millage rate of 5.25 mills. The taxes were stated at \$1,895,100; the taxes should be \$1,908,464.

The items noted above are considered TRIM violations which will require the taxing authority to re-advertise and re-hold the final TRIM hearing. You will receive a TRIM violation letter after our review has been completed and the information reviewed by our legal department. The violation letter will provide information on how to remedy the TRIM violations. The error with the understatement of the tax proceeds on the budget summary ad is a violation of section 200.065(2)(a)1, Florida Statutes. The voting error is a violation of s. 200.065(5)(a)1, F.S. You should hold off on proceeding with a new hearing until after you have received the TRIM violation notice. Please let me know if you have any other questions regarding this matter.

Thanks,



**Wyatt Peters, CFE**

*Senior Management Analyst II*  
Property Tax Oversight Program  
Florida Department of Revenue  
(850) 617-8921

[Wyatt.peters@floridarevenue.com](mailto:Wyatt.peters@floridarevenue.com)



PHILADELPHIA, PA 19255-0633

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CITY OF LABELLE OFFICE OF CITY  
CLERK  
PO BOX 458  
LABELLE, FL 33975-0458

IF YOU WRITE OR  
CALL US, REFER TO  
THIS INFORMATION:

Section 6, Item D.

NOTICE NUMBER: 972CG  
BOD CODE: TE2  
DATE OF THIS NOTICE:  
10/07/2024  
TAXPAYER IDENTIFICATION  
NUMBER: 59-6000349  
FORM: CVL PEN  
TAX PERIOD: 202212  
PENALTY REFERENCE  
CODE: 500

FOR INFORMATION,  
PLEASE CALL:  
1-866-455-7438

001174

**A PENALTY IS PROPOSED FOR YOUR 2022 INFORMATION RETURNS  
ACTION REQUIRED**

OUR RECORDS SHOW THAT YOU DIDN'T FILE CERTAIN INFORMATION RETURNS CORRECTLY AS REQUIRED BY INTERNAL REVENUE CODE (IRC) SECTION 6721 FOR THE TAX PERIOD SHOWN ABOVE. THE LAW ALLOWS FOR A PENALTY FOR FILING INFORMATION RETURNS INCORRECTLY. A PENALTY IS PROPOSED IN THE AMOUNT OF \$21,750.00. INTEREST ON THIS PENALTY WILL NOT BE CHARGED UNTIL AFTER YOU RECEIVE A BILL.

PLEASE READ THIS NOTICE CAREFULLY. IT EXPLAINS THE PROPOSED PENALTY AND WHAT YOU SHOULD DO IF YOU AGREE OR DISAGREE WITH THE PROPOSAL. THIS PENALTY WILL BE CHARGED IF YOU DON'T RESPOND TO THIS NOTICE. THE PROPOSED PENALTY IS EXPLAINED UNDER THE "EXPLANATION OF PENALTY" SECTION.

**HOW YOU SHOULD RESPOND TO THIS NOTICE**

PLEASE REVIEW YOUR RECORDS RELATED TO FILING THE RETURNS LISTED ON PAGE 2.

-- IF YOU AGREE TO THE FULL AMOUNT OF THE PROPOSED PENALTY, DO ALL OF THE FOLLOWING:

1. CHECK BOX (A) ON THE RESPONSE PAGE OF THIS NOTICE.
2. SIGN AND DATE THE CONSENT OF PENALTY ASSESSMENT.
3. ENCLOSE YOUR PAYMENT IN FULL. MAKE YOUR CHECK OR MONEY ORDER PAYABLE TO THE UNITED STATES TREASURY.
4. ENCLOSE THE APPROPRIATE MAILING STUB TO INDICATE WHETHER A PAYMENT IS INCLUDED.
5. ENSURE THE ADDRESS ON THE STUB APPEARS IN THE ENVELOPE WINDOW.

-- IF YOU DON'T AGREE WITH ALL OR PART OF OUR FINDINGS OR BELIEVE YOU HAVE A REASON ALL OR PART OF THIS PENALTY SHOULD NOT BE CHARGED, DO ALL OF THE FOLLOWING:

1. CHECK BOX (B) OR (C) ON THE RESPONSE PAGE OF THIS NOTICE.
2. ENCLOSE A SIGNED STATEMENT EXPLAINING WHY YOU DISAGREE.
3. INCLUDE ANY SUPPORTING DOCUMENTS YOU WISH TO HAVE CONSIDERED.
4. IF YOU AGREE TO PART OF THE PENALTY, ENCLOSE YOUR PAYMENT. MAKE YOUR CHECK OR MONEY ORDER PAYABLE TO THE UNITED STATES TREASURY.
5. ENCLOSE THE APPROPRIATE MAILING STUB TO INDICATE WHETHER A PAYMENT IS INCLUDED.
6. RETURN THE RESPONSE PAGE OF THIS NOTICE WITH YOUR STATEMENT AND DOCUMENTS IN THE ENCLOSED ENVELOPE (ENSURE THE ADDRESS APPEARS IN THE ENVELOPE WINDOW). PLEASE INCLUDE A TELEPHONE NUMBER, INCLUDING THE AREA CODE, AND THE BEST TIME TO CALL.

IT'S IMPORTANT THAT YOUR COMPLETED RESPONSE BE RECEIVED WITHIN 45 DAYS FROM THE DATE OF THIS NOTICE. YOU HAVE 60 DAYS TO RESPOND IF YOU LIVE OUTSIDE THE UNITED STATES. IF YOU DO NOT RESPOND WITHIN THIS PERIOD, YOU WILL RECEIVE A BILL CALLED "NOTICE OF PENALTY CHARGE" (CP15 or CP215) FOR THE AMOUNT OF THE PROPOSED PENALTY. INTEREST WILL BE CHARGED FROM THE DATE OF THE "NOTICE OF PENALTY CHARGE" TO THE DATE PAYMENT IS RECEIVED IN FULL.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, YOU MAY WRITE TO THE RETURN ADDRESS ON THIS NOTICE. IF YOU PREFER, YOU MAY CALL THE TELEPHONE NUMBER SHOWN ABOVE FOR GENERAL INFORMATION ABOUT THIS NOTICE. HOWEVER, THE OFFICE AT THE ADDRESS SHOWN ON THIS NOTICE IS MOST FAMILIAR WITH YOUR CASE.



A PENALTY IS PROPOSED BASED ON HOW YOU FILED THE FOLLOWING INFORMATION RETURNS. THE EXPLANATION OF THE PENALTY FOLLOWS THE LIST OF INFORMATION RETURNS. THE PAGE TITLED "SUMMARY OF PROPOSED PENALTY" SHOWS YOU THE TOTAL NUMBER OF RETURNS FOR WHICH A PENALTY IS PROPOSED.

CITY OF LABELLE  
 PO BOX 458  
 LABELLE, FL 33975

FORM W2 RECEIVED: 01/10/2024  
 ORIGINAL RETURNS: 75  
 AMENDED RETURNS: 0  
 HOW RECEIVED: ELECTRONIC  
 TRANSMITTER CONTROL CODE:

PROPOSED PENALTY TYPE: LATE FILING

EXPLANATION OF PENALTY

500  
 A PENALTY IS PROPOSED FOR EACH INFORMATION RETURN DOCUMENT THAT YOU DIDN'T FILE CORRECTLY BY THE DUE DATE (INCLUDING EXTENSIONS). THIS PENALTY MAY ALSO APPLY IF TIMELY FILED RETURNS WERE SENT BACK TO YOU FOR CHANGES AND YOU DIDN'T RETURN THEM TO US IN THE TIME REQUESTED.

THE PENALTY IS:

- \$50 FOR EACH RETURN FILED WITHIN 30 DAYS AFTER THE DUE DATE, UP TO A MAXIMUM OF \$588,500 PER YEAR (\$206,000 FOR SMALL BUSINESSES AS DEFINED BELOW),
- \$110 FOR EACH RETURN FILED MORE THAN 30 DAYS AFTER THE DUE DATE BUT BY AUGUST 1, UP TO A MAXIMUM OF \$1,766,000 PER YEAR (\$588,500 FOR SMALL BUSINESSES), OR
- \$290 FOR EACH RETURN FILED AFTER AUGUST 1.

THE MAXIMUM PENALTY CHARGE IS \$290 PER INFORMATION RETURN, UP TO \$3,532,500 PER YEAR (\$1,177,500 FOR SMALL BUSINESSES). THERE IS NO MAXIMUM LIMITATION FOR INTENTIONAL DISREGARD.

LOWER MAXIMUM PENALTY FOR SMALL BUSINESSES

THE LOWER MAXIMUM PENALTIES STATED ABOVE FOR SMALL BUSINESSES APPLY IF A BUSINESS HAD AVERAGE GROSS RECEIPTS OF \$5 MILLION OR LESS FOR THE THREE MOST RECENT TAX YEARS (OR TIME IN BUSINESS, IF SHORTER) ENDING BEFORE THE CALENDAR YEAR THE INFORMATION RETURNS WERE DUE. FOR EXAMPLE, IF YOU WERE CHARGED A PENALTY FOR 2022 INFORMATION RETURNS DUE IN 2023, THE THREE MOST RECENT TAX YEARS ARE 2020, 2021, AND 2022. IF THE PENALTY ON THE NOTICE YOU RECEIVED IS MORE THAN THE MAXIMUM PENALTY FOR SMALL BUSINESSES, THE PENALTY MAY BE REDUCED BASED ON EVIDENCE YOU GIVE THAT YOU'RE A SMALL BUSINESS.

## SUMMARY OF PROPOSED PENALTY

THE SUMMARY ON THE FOLLOWING PAGE SHOWS THE INFORMATION RETURNS FOR WHICH A PENALTY IS PROPOSED AND THE AMOUNT OF PENALTY FOR EACH PENALTY TYPE. THE AMOUNT OF THE PROPOSED PENALTY MAY BE LOWER THAN THE ACTUAL PENALTY AMOUNT DUE TO THE DOLLAR LIMITATIONS IMPOSED UNDER IRC 6721.

PROPOSED PENALTY AMOUNT: \$21,750

PROPOSED PENALTY AMOUNT -- THIS AMOUNT MAY BE LESS THAN THE TOTAL OF THE INDIVIDUAL PENALTY AMOUNTS SHOWN ABOVE IF MORE THAN ONE TYPE OF PENALTY APPLIES TO ANY OF THE RETURNS FILED. FOR EXAMPLE, IF YOU FILED A RETURN LATE AND WITH A MISSING TAXPAYER IDENTIFICATION NUMBER, THE RETURNS WILL BE SHOWN IN BOTH PENALTY COLUMNS. HOWEVER, THE MAXIMUM CHARGE IS \$290 FOR THAT RETURN.

LATE FILING PENALTY -- THIS PENALTY APPLIES TO RETURNS FILED AFTER THE DUE DATE. IT MAY ALSO APPLY TO RETURNS FILED BY THE DUE DATE BUT NOT FILED CORRECTLY.

ELECTRONIC MEDIA PENALTY -- THIS PENALTY APPLIES TO THE NUMBER OF PAPER RETURNS OVER 250 THAT YOU FILED.

NOTE: FINANCIAL INSTITUTIONS MUST FILE ALL FORM 1042-S DOCUMENTS ELECTRONICALLY.

INCORRECT TIN -- THIS PENALTY APPLIES TO RETURNS FILED WITH A MISSING OR INCORRECT TAXPAYER IDENTIFICATION NUMBER.

PENALTY TYPE	TIN	ELECTRONIC	LATE			TOTALS
			TIER 1	TIER 2	TIER 3	
W2	0	0	0	0	75	75
NO. OF PENALTIES	0	0	0	0	75	
X	\$290	\$290	\$50	\$110	\$290	TOTALS
GROSS PEN. MINUS DUPS	\$0	\$0	\$0	\$0	\$21,750	\$21,750
	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$21,750	\$21,750
TIER CAP LIMITATION	\$0	\$0	\$0	\$0	\$21,750	\$21,750

TOTAL PROPOSED PENALTY----- \$21,750



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RESPONSE TO PROPOSED PENALTY FOR YOUR TAX YEAR 2022 INFORMATION RETURNS

PLEASE CHECK THE BOX THAT APPLIES TO YOU AND RETURN THIS PAGE IN THE ENCLOSED ENVELOPE. PLEASE REMEMBER TO INCLUDE THE APPROPRIATE MAILING STUB AND INSERT IT IN THE ENCLOSED ENVELOPE SO THE ADDRESS APPEARS IN THE ENVELOPE WINDOW.

PLEASE CHECK ONLY ONE BOX:

- ( ) (A) TOTAL AGREEMENT WITH THE PROPOSED PENALTY - I CONSENT TO THE IMMEDIATE ASSESSMENT AND COLLECTION OF THE PENALTY AMOUNT SHOWN IN THIS NOTICE, PLUS ANY APPLICABLE INTEREST.  
I HAVE ( ) HAVE NOT ( ) ENCLOSED A PAYMENT.

SIGNATURE OF PERSON REQUIRED TO FILE THE RETURN DATE

- ( ) (B) PARTIAL AGREEMENT WITH THE PROPOSED PENALTY - I AGREE WITH PART OF THE PROPOSED PENALTY SHOWN IN THIS NOTICE. UNDER PENALTIES OF PERJURY, I HAVE SIGNED BELOW INDICATING MY REQUEST FOR REMOVAL AND HAVE ATTACHED SUPPORTING DOCUMENTS EXPLAINING WHICH ITEMS I DISAGREE WITH AND WHY I DISAGREE, OR WHY I FEEL YOU SHOULDN'T CHARGE PART OF THE PROPOSED PENALTY.  
I HAVE ( ) HAVE NOT ( ) ENCLOSED A PAYMENT.

SIGNATURE OF PERSON REQUIRED TO FILE THE RETURN DATE

- ( ) (C) TOTAL DISAGREEMENT WITH THE PROPOSED PENALTY - I DISAGREE WITH THE ENTIRE PROPOSED PENALTY SHOWN IN THIS NOTICE. UNDER PENALTIES OF PERJURY, I HAVE SIGNED BELOW INDICATING MY REQUEST FOR REMOVAL AND HAVE ATTACHED SUPPORTING DOCUMENTS EXPLAINING WHY THE PROPOSED PENALTY IS INCORRECT, OR AN ACCEPTABLE REASON WHY YOU SHOULDN'T CHARGE THIS PROPOSED PENALTY.

SIGNATURE OF PERSON REQUIRED TO FILE THE RETURN DATE

TELEPHONE NUMBER: ( ) BEST HOURS TO CALL:

PLEASE DO NOT DETACH

CORRESPONDENCE ONLY (NO PAYMENTS)

1. Write on all attached pages:  
Name, taxpayer identification number, 972CG Notice, and tax period
2. Include your phone numbers: ( ) - - home ( ) - - work/cell
3. Best time to call: a.m. p.m.

Address change? Correct it below.

59-6000349 10/07/2024  
 CITY OF LABELLE OFFICE OF CITY  
 PO BOX 458  
 LABELLE, FL 33975-0458

INTERNAL REVENUE SERVICE  
 PHILADELPHIA, PA 19255-0633

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596000349 DT CITY 13 1 202212 640 00002175000

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Cut Here



972CG Correspondence Only. Cut the stub (Philadelphia, PA) above, and place in the enclosed envelope, ensuring the entire address appears in the envelope window.

972CG Payment (with or without correspondence). Cut the stub below (Kansas City, MO) and place in the enclosed envelope, ensuring the entire address appears in the envelope window.



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Cut Here

IRS INFORMATION: PHILADELPHIA SERVICE CENTER 59-6000349 500 202212 10/07/2024 972CG  
 PAYMENT (WITH OR WITHOUT CORRESPONDENCE)

1. Make check payable to: United States Treasury Amount Enclosed: \$ \_\_\_\_\_
2. Write on payment and all attached pages:  
Name, taxpayer identification number, 972CG Notice, and tax period
3. Include your phone numbers: ( ) - - home ( ) - - work/cell
4. Best time to call: a.m. p.m.

Address change? Correct it below.

59-6000349 10/07/2024  
 CITY OF LABELLE OFFICE OF CITY  
 PO BOX 458  
 LABELLE, FL 33975-0458

INTERNAL REVENUE SERVICE  
 Kansas City, MO 64999-0202



596000349 DT CITY 13 1 202212 640 00002175000

## CITY OF LABELLE, FL

STATEMENT OF ACTIVITIES - DRAFT As of 10.16.2024

FYE 09.30.2024

## GOVERNMENT-WIDE SUMMARY

	Prior Rev/Expd	Anticipated/Budgeted	YTD Rev/Expd	Balance/Excess/Deficit
<b>GENERAL</b>				
REVENUE	6,849,300	6,363,885	7,045,871	681,986
EXPENDITURES	(5,782,415)	(6,396,951)	(5,642,543)	754,408
RESERVES	-	(772,988)	(137,748)	635,240
<b>CHANGE IN FUND BALANCE</b>	<b>1,066,885</b>	<b>(806,054)</b>	<b>1,265,580</b>	<b>2,071,634</b>
<b>UTILITY FUNDS</b>				
REVENUE	7,805,715	28,432,397	5,239,779	(23,192,618)
EXPENDITURES	(8,718,996)	(27,288,975)	(7,246,245)	20,042,730
RESERVES	-	(53,386)	-	53,386
<b>CHANGE IN FUND BALANCE</b>	<b>(913,281)</b>	<b>1,090,036</b>	<b>(2,006,466)</b>	<b>(3,096,501)</b>
<b>GOVERNMENT WIDE</b>	<b>153,604</b>	<b>283,981</b>	<b>(740,886)</b>	<b>(1,024,867)</b>

## GENERAL FUND DETAIL

	Prior Rev/Expd	Anticipated/Budgeted	YTD Rev/Expd	Balance/Excess/Deficit
<b>REVENUE</b>				
Property Tax	4,218,204	4,491,958	4,616,294	124,336
Intergovt Rev	1,693,246	1,546,568	1,384,192	(162,376)
Intergovt Rev - Grants	409,192	-	49,209	49,209
Svc charges	80,538	5,000	99,959	94,959
Licenses/Permits	284,044	253,859	272,988	19,129
Fines & Penalties	51,355	41,500	52,674	11,174
Misc	42,688	-	52,471	52,471
Contributions	201	-	11,717	11,717
Settlements	288	-	-	-
Loan proceeds	-	-	387,765	387,765
Investment Inc	25,878	25,000	102,951	77,951
Deposits	43,665	-	15,650	15,650
<b>TOTAL REVENUE</b>	<b>6,849,300</b>	<b>6,363,885</b>	<b>7,045,871</b>	<b>681,986</b>
<b>EXPENDITURES</b>				
Personnel	(2,962,717)	(3,265,553)	(2,774,204)	491,349
Prof & Contract Svcs	(963,860)	(963,800)	(863,326)	100,474
Insurance	(186,875)	(214,204)	(204,413)	9,791
Repairs & Maint	(228,673)	(497,119)	(172,501)	324,618
Supplies	(254,944)	(159,250)	(192,208)	(32,958)
Fuel & Utilities	(387,515)	(369,114)	(350,670)	18,444
Other	(181,053)	(95,787)	(68,384)	27,403
Donations	(269,139)	(290,035)	(296,515)	(6,480)
Capital Outlay	(265,409)	(531,444)	(649,070)	(117,626)
Debt service	(82,232)	(8,145)	(71,252)	(63,107)
Allowances	-	(2,500)	-	2,500
<b>TOTAL EXPENDITURES</b>	<b>(5,782,415)</b>	<b>(6,396,951)</b>	<b>(5,642,543)</b>	<b>754,408</b>
<b>RESERVES</b>				
Reserves	-	(172,988)	-	172,988
Street Paving	-	(600,000)	(137,748)	462,252
<b>TOTAL RESERVES</b>	<b>-</b>	<b>(772,988)</b>	<b>(137,748)</b>	<b>635,240</b>
<b>CHANGE IN FUND BALANCE, GEN</b>	<b>1,066,885</b>	<b>(806,054)</b>	<b>1,265,580</b>	<b>2,071,634</b>

<b>GENERAL FUND DEPT EXPENDITURES</b>	<b>Prior Rev/Expd</b>	<b>Anticipated/Budgeted</b>	<b>YTD Rev/Expd</b>	<b>Balance/Excess/Deficit</b>
<b>EXPENDITURES</b>				
511: Commission	273,166	392,285	283,559	108,726
512: Executive	358,999	377,368	338,264	39,104
513: Finance	340,067	505,224	364,548	140,676
514: Building	457,496	-	-	-
519: General Govt	85,217	-	-	-
521: Law Enf	443,504	443,500	443,255	245
522: Fire	1,025,056	1,114,627	1,537,312	(422,685)
524: Code Enf/Planning	413,354	672,766	594,347	78,419
525: RESERVE/Contingency	148,330	531,840	-	531,840
539: Physical Equip	16,092	-	11,125	(11,125)
541: Donations	75,751	90,000	91,151	(1,151)
541: Transportation	1,465,863	1,272,349	1,292,086	(19,737)
549: Transportation	500	-	-	-
562: Animal Control	309,115	429,494	288,077	141,417
572: Parks & Rec	266,301	459,213	337,751	121,462
574: Spec Events	33,745	40,140	48,396	(8,255)
575: Parks & Rec	69,861	8,145	7,672	473
580: Grants	-	60,000	5,000	55,000
<b>TOTAL EXPENDITURES</b>	<b>5,782,415</b>	<b>7,169,939</b>	<b>5,780,291</b>	<b>1,389,649</b>
<b>RESERVES</b>				
513: Finance	-	172,988	-	172,988
541: Transportation	-	600,000	137,748	462,252
<b>TOTAL RESERVES</b>	<b>-</b>	<b>772,988</b>	<b>137,748</b>	<b>635,240</b>
<b>GRAND TOTAL - EXPENDITURES</b>	<b>5,782,415</b>	<b>7,942,927</b>	<b>5,918,039</b>	<b>2,024,889</b>



**UTILITY FUNDS SUMMARY**

## REVENUE

Intergovt Rev - Grants	2,770,610	21,655,842	-	(21,655,842)
Svc charges	4,986,152	5,572,242	5,187,750	(384,492)
Fines & Penalties	2,310	-	3,528	3,528
Misc.	22	106,013	14	(105,999)
Investment Inc	18,229	4,250	16,393	12,143
Deposits	28,391	-	32,095	32,095
Debt Proceeds	-	1,094,050	-	(1,094,050)

<b>TOTAL REVENUE</b>	<b>7,805,715</b>	<b>28,432,397</b>	<b>5,239,779</b>	<b>(23,192,618)</b>
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## EXPENDITURES

Personnel	(377,832)	(741,182)	(711,252)	29,930
Prof & Contract Svcs	(3,956,400)	(3,504,229)	(2,911,576)	592,653
Insurance	(181,100)	(220,541)	(208,828)	11,713
Repairs & Maint	(214,071)	(76,164)	(99,772)	(23,608)
Supplies	(46,363)	(66,000)	(153,319)	(87,319)
Fuel & Utilities	(321,960)	(250,300)	(326,071)	(75,771)
Other	(21,246)	-	(1,714)	(1,714)
Capital Outlay	(3,195,619)	(21,655,559)	(2,770,890)	18,884,669
Debt service	(404,403)	(775,000)	(62,821)	712,179

<b>TOTAL EXPENDITURES</b>	<b>(8,718,996)</b>	<b>(27,288,975)</b>	<b>(7,246,245)</b>	<b>20,042,730</b>
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<b>RESERVES</b>	<b>-</b>	<b>(53,386)</b>	<b>-</b>	<b>53,386</b>
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<b>CHANGE IN FUND BALANCE</b>	<b>(913,281)</b>	<b>1,090,036</b>	<b>(2,006,466)</b>	<b>(3,096,501)</b>
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**UTILITY FUND DETAIL****UTILITY FUNDS**

	<b>Prior Rev/Expd</b>	<b>Anticipated/Budgeted</b>	<b>YTD Rev/Expd</b>	<b>Balance/Excess/Deficit</b>
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**WATER FUND**

## REVENUE

Intergovt Rev - Grants	125,207	-	-	-
Svc charges	2,533,403	2,942,230	2,749,116	(193,114)
Fines & Penalties	2,310	-	3,528	3,528
Misc	22	56,013	14	(55,999)
Investment Inc	12,374	2,500	12,960	10,460
Deposits	28,391	-	32,095	32,095
Debt Proceeds	-	1,094,050	-	(1,094,050)

<b>TOTAL REVENUE</b>	<b>2,701,707</b>	<b>4,094,793</b>	<b>2,797,713</b>	<b>(1,297,080)</b>
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## EXPENDITURES

Personnel	(252,534)	(504,079)	(488,161)	15,918
Prof & Contract Svcs	(1,550,152)	(1,295,114)	(884,285)	410,829
Insurance	(130,632)	(174,900)	(164,633)	10,267
Repairs & Maint	(120,764)	(26,164)	(60,653)	(34,488)
Supplies	(37,513)	(54,000)	(98,794)	(44,794)
Fuel & Utilities	(191,437)	(175,300)	(202,757)	(27,457)
Other	(417)	-	(1,486)	(1,486)
Capital Outlay	(707,983)	-	(551,608)	(551,608)
Debt service	(323,682)	(775,000)	(811)	774,189

<b>TOTAL EXPENDITURES</b>	<b>(3,315,114)</b>	<b>(3,004,557)</b>	<b>(2,453,189)</b>	<b>551,368</b>
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<b>CHANGE IN NET POSITION, WATER</b>	<b>(613,407)</b>	<b>1,090,236</b>	<b>344,524</b>	<b>(745,712)</b>
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**SEWER FUND**

## REVENUE

Intergovt Rev - Grants	2,645,403	21,655,842	-	(21,655,842)
Svc charges	1,109,221	1,566,287	1,283,201	(283,086)
Misc	-	50,000	-	(50,000)
Investment Inc	5,550	1,750	3,432	1,682
<b>TOTAL REVENUE</b>	<b>3,760,174</b>	<b>23,273,879</b>	<b>1,286,633</b>	<b>(21,987,246)</b>

## EXPENDITURE

Personnel	(125,298)	(237,103)	(223,091)	14,012
Prof & Contract Svcs	(1,078,661)	(1,198,576)	(937,040)	261,536
Insurance	(50,468)	(45,641)	(44,195)	1,446
Repairs & Maint	(93,307)	(50,000)	(39,120)	10,880
Supplies	(8,850)	(12,000)	(54,525)	(42,525)
Fuel & Utilities	(130,523)	(75,000)	(123,315)	(48,315)
Other	(20,829)	-	(228)	(228)
Capital Outlay	(2,487,636)	(21,655,559)	(2,219,282)	19,436,277
Debt service	(80,721)	-	(62,010)	(62,010)
<b>TOTAL EXPENDITURES</b>	<b>(4,076,295)</b>	<b>(23,273,879)</b>	<b>(3,702,805)</b>	<b>19,571,074</b>

<b>CHANGE IN NET POSITION, SEWER</b>	<b>(316,121)</b>	<b>-</b>	<b>(2,416,172)</b>	<b>(2,416,172)</b>
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**SANITATION FUND**

## REVENUE

Svc charges	1,343,529	1,063,725	1,155,433	91,708
Investment Inc	304	-	-	-
<b>TOTAL REVENUE</b>	<b>1,343,833</b>	<b>1,063,725</b>	<b>1,155,433</b>	<b>91,708</b>

## EXPENDITURES

Prof & Contract Svcs	(1,327,587)	(1,010,539)	(1,090,251)	(79,712)
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## RESERVES

	-	(53,386)	-	53,386
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<b>CHANGE IN NET POSITION, SANITATION</b>	<b>16,246</b>	<b>(200)</b>	<b>65,182</b>	<b>65,382</b>
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<b>CHANGE IN NET POSITION, UTILITIES</b>	<b>(913,281)</b>	<b>1,090,036</b>	<b>(2,006,466)</b>	<b>(3,096,501)</b>
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**CITY OF LABELLE, FLORIDA**  
**Planning Staff Report**  
**for**  
**Fence Ordinance**

- TYPE OF CASE:** Land Development Code Amendment
- STAFF REVIEWER:** Patty Kulak
- DATE:** September 12, 2024
- APPLICANT:** City of LaBelle City Commission
- AGENT:** City of LaBelle City Commission
- REQUEST:** Amend the City of LaBelle Land Development Code to provide standards for architecture within the Downtown Business District.
- LOCATION:** Downtown Business District
- PROPERTY SIZE:** N/A

**STAFF NARRATIVE:**

The City of LaBelle City Commission requested that the staff prepare amendments to the Downtown Business District Comprehensive Plan and Land Development Code standards. Due to impending development and redevelopment, Staff has prepared an interim LDC amendment to amend the architectural standards within the Downtown Business District. The current regulations are not comprehensive and lack examples of the architectural styles desired in our Downtown Business District. Staff prepared this amendment with input and guidance from the Downtown Review Committee during their August meeting.

The following are the key changes proposed by this amendment:

- Add language to establish architectural standards within the Downtown Business District.
- Include additional language addressing specific architectural styles with suggested key design elements.
- Provide example images for each vernacular.

**STAFF RECOMMENDATION:**

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

**SUGGESTED MOTION(S)**

**APPROVAL:**

I make a motion to approve the proposed Downtown Business District Architectural Guidelines Ordinance.

**APPROVAL WITH MODIFICATION(S):**

I make a motion to approve the proposed Downtown Business District Architectural Guidelines Ordinance with the following changes:

- 1) ....

**DENIAL:**

I make a motion to deny the proposed Downtown Business District Architectural Guidelines Ordinance.

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

- 1) ....

**ORDINANCE  
NUMBER 2024-07**

**AN ORDINANCE OF THE CITY OF LABELLE,  
FLORIDA; AMENDING THE CITY OF LABELLE  
LAND DEVELOPMENT CODE, CHAPTER 4,  
ARTICLE IV, SECTON 4.71; AMENDING  
REGULATIONS RELATING TO THE DOWNTOWN  
BUSINESS DISTRICT; PROVIDING FOR  
RATICATION OF PRIOR ACTIONS; PROVIDING  
FOR CODIFICATION, SEVERABILITY,  
CONFLICTS AND AN EFFECTIVE DATE.**

**RECITALS**

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

**WHEREAS**, the City Commission desires to amend the regulations relating to the Downtown Business District to protect the historical character of the district, ensure positive aesthetics, protect property values and to uphold the City’s vision for a well-planned and attractive built environment; and

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

**WHEREAS**, the proposed ordinance was properly advertised and has received public hearings before the Local Planning Agency on September 12, 2024, and before the City Commission on October 10, 2024 and November 14, 2024; and

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

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

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

**Section 2.** Amendment to the City Land Development Code. Chapter 4, Article IV, Zoning, of the City of LaBelle is hereby amended as set forth in Exhibit A attached hereto.

**Section 3.** Codification. This ordinance shall be incorporated into the City of LaBelle Land Development Code. The sections of this Ordinance can be renumbered or re-lettered to the appropriate word or phrase to accomplish codification. Omissions, grammatical, and

47 typographical errors, as well as clarifications of ambiguous wording that do not affect the intent  
48 of this Ordinance, may be authorized by the Mayor without need for a public hearing.

49  
50 **Section 4. Severability.** In the event that any portion of this Ordinance is for any  
51 reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall  
52 be deemed a separate, distinct and independent provision, and such holding shall not affect the  
53 validity of the remaining portions of this Ordinance.

54  
55 **Section 5. Conflicts.** The provisions of this article shall supersede any provisions  
56 of existing ordinances in conflict herewith to the extent of said conflict.

57  
58 **Section 6. Effective Date.** This Ordinance shall take effect immediately upon its  
59 adoption by the City Commission.

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62 **PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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CITY COMMISSION OF THE CITY OF LABELLE,  
FLORIDA

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

EXHIBIT A

\*Changes shown in ~~strikethrough~~/double underline format

Sec. 4-71.0. Downtown business district.

[4-71.1 through 4-71.8.0 – No changes.]

**4-71.9.0 ARCHITECTURAL GUIDELINES**

A primary goal of the architectural guidelines is achieving authenticity of design elements ~~that are found on~~ that appropriately reflect the architecture style of a building and are consistent with the range of historical architecture styles in the City’s Downtown Business District. The guidelines encourage construction that is ~~straightforward and functional~~ considering Florida’s climate, and that draws ~~its~~ ornamentation and design elements ~~and variety~~ from ~~the traditional use of genuine~~ materials.

4-71.9.1 General Requirements

The following shall be located in rear yards or side yards not facing side streets or on top of a building and screened from view from a public street:

- Window and wall air conditioners
- Electrical utility meters
- Air conditioning compressors
- Irrigation and pool pumps
- Electrical transformers
- Fire backflow apparatus
- Trash receptacles, including recycling
- Stationary/fixed kiosks such, as vending machines
- Any other device found to be inconsistent with the intent of this Code.

The following shall be located in the rear yards only:

- Antennas
- Permanent barbecues
- Satellite dish antennas
- Storage facilities

The following are prohibited:

- Clotheslines
- Reflective and/or bronze-tint glass



- 131 • Plastic or PVC roof tiles
- 132 • High-gloss awnings
- 133 • Fences made of chain link, barbed wire, or plain wire mesh

134

#### 135 4.71.9.2 Architectural Styles.

136 The following is a list of permitted architectural styles within the Downtown Business District to  
 137 achieve functional and context appropriate architectural design standards.

138 These standards apply to all development and redevelopment, excluding single-family detached  
 139 dwelling types. Additional characteristics and features (architectural language) are highly  
 140 encouraged. Primary facade(s), defined as those visible from public rights-of-way, must provide  
 141 the required architectural features as set forth below. The design style chosen shall be applicable  
 142 on all facades of the buildings.

143 a. Florida Vernacular, generally including but not limited to Key West, Caribbean and  
 144 Florida Cracker vernaculars.

145 1. Required architectural features (primary facade(s)):

146 a. Wood framed construction, generally with wood clapboard or similar siding;

147 b. Covered verandas, porch, or colonnades at public entrances;

148 c. Metal roof;

149 d. Gable or hipped roof forms

150 e. Roof overhangs shall have a minimum projection of 2'-6";

151 2. A minimum of one (1) of the following decorative features must be incorporated into  
 152 the primary facade(s):

153 a. Decorative shutters;

154 b. Contrasting siding patterns;

155 c. Decorative contrasting painted trim along roofline;

156 d. Decorative contrasting painted entry door(s).

157 3. Representative images of Florida vernacular.

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- b. Mediterranean Revival.
  - 1. Required architectural features (primary facade(s)):
    - i. Low pitched roofs consisting of barrel clay tiles or similar materials;
    - ii. Rounded arches over doorways, windows, and arcades, where applicable;

- 169                   iii. Use of support columns or pilasters for function and design;
- 170                   iv. Large focal entry way with elements tied into the building design,
- 171                   including complimentary material pallets, tile work, carvings, and/or iron
- 172                   accent pieces.
- 173                   v. Emphasizes on symmetry on facades, with evenly spaced windows and
- 174                   balanced proportions.
- 175                   2. A minimum of one (1) of the following decorative features must be incorporated
- 176                   into the primary façade(s):
- 177                    i. Decorative wrought iron for balconies, railings, and window grilles.
- 178                    ii. Colorful, patterned tiles often found on stair risers, fountains, walls, and
- 179                    floors, adding vibrant accents to the otherwise neutral color palette.
- 180                   3. Representative images of Mediterranean Revival vernacular.



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c. Miami Modern.

1. Required architectural features (primary facade(s)):
  - i. Flat roof with vertical projections above roof line;
  - ii. Smooth stucco wall surface with geometric designs;
  - iii. Use of glass, glass block, mirror, and terrazzo accents.
  - iv. Building design implements functional, open-air spaces, such as wide balconies, breezeways, and expansive sunshades.
  - v. Use of angular, asymmetric, geometric features, such as windows, trim, and accents.
  - vi. Light colors with contrasting banding at roofline, around windows and entry.
2. A minimum of one (1) of the following decorative features must be incorporated into the primary facade(s):
  - i. Ornamental statement walls with geometric or abstract patterns.
  - ii. Geometric railing, columns/post or iron work.
3. Representative images of Miami Modern vernacular.





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d. Sarasota School or Florida Modern vernacular.

206

1. Required architectural features (primary facade(s))

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i. Emphasis on structural connections between differing materials (such as the interface between wood and concrete).

208

209

ii. Use of elements such as glass, sliding glass doors to integrate indoor and outdoor spaces.

210

211

iii. Cantilevered overhangs shall have a minimum projection of 4’;

212

iv. Minimalist aesthetic featuring clean lines and simple geometric forms;

213

v. Emphasis on horizontal lines in the overall composition of the building(s).

214

2. Representative Images of Sarasota School vernacular.



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*[4-71.9.23 through 4-71.2021.0 – No changes.]*



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

To: Honorable Mayor and City Commission  
Prepared By: Derek Rooney, City Attorney  
Date of Meeting: September 12, 2024  
Date Submitted: September 3, 2024  
Title of Agenda Item: Ordinance 2024 – 08 City Seal  
Agenda Location: Public Hearing First Reading

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Report in brief: The Commission recently noted that the City of LaBelle's logo had been utilized without permission on social media and in signage throughout the City. Chapter 165 provides for criminal penalties for the unauthorized use of a municipal seal.

Staff Comments: The proposed Ordinance will formally adopt the City's seal and provide for penalties in the event of its unauthorized use.

Fiscal Impact: N/A

Recommended Actions: Staff recommends approving Ordinance 2024 – 08 to second reading.

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**CITY OF LABELLE, FLORIDA**

**ORDINANCE NO. 2024 -**

**AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, ADOPTING AN OFFICIAL CITY SEAL; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORIZATION OF USE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 165.043, Florida Statutes, authorizes the governing body of a municipality, by ordinance, to designate an official municipal seal to be affixed on all official actions or documents of the City and to identify and authenticate documents; and

**WHEREAS**, Section 165.043, Florida Statutes, provides that it is a second-degree misdemeanor to manufacture, display, or otherwise use the municipal seal, except with the express consent of the municipal governing body; and

**WHEREAS**, the City Commission of the City of LaBelle finds that it is in the best interest of the City to adopt a seal as the Official Seal of the City, and finds that it is in the City’s best interest to ensure that its Official Seal has the legal protections afforded to seals by formal ordinance.

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

**Section 1. Recitals.** Each and all of the foregoing recitals are hereby incorporated into this Ordinance as if specifically set forth herein and adopted as findings of fact.

**Section 2.** The City of LaBelle hereby adopts as its official seal:





35

36           **Section 3.** The use of the City seal on any logo or letterhead is for official City business  
37 only. The manufacture, use, display, or other employment of any facsimile or reproduction of  
38 the seal, except by the City officials or employees in the performance of their official duties,  
39 without the express approval of the City Commission, through its City Clerk or their designee,  
40 is a violation of this section. The City Clerk or designee may immediately revoke a person or  
41 entity's previously authorized use of the City seal upon finding false or inaccurate information  
42 was submitted on its application to the City requesting authorization to use the seal. The City  
43 will not be liable to the person or entity for expenses incurred as a result of authorization being  
44 revoked.

45

46           **Section 4.** Any person or entity that violates any portion of this Ordinance is guilty of  
47 a second-degree misdemeanor and will be punished as provided in Section 775.082, Florida  
48 Statutes, and will be fined in accordance with Section 775.083, Florida Statutes.

49

50           **Section 5. Codification.** Sections 2, 3 and 4 of this Ordinance shall be incorporated  
51 into the City of LaBelle Code, Chapter 2 – Administration, Article I – In General. The sections  
52 of this Ordinance can be renumbered or re-lettered to the appropriate word, phrase, or title to  
53 accomplish codification. Omissions, grammatical, and typographical errors, as well as  
54 clarifications of ambiguous wording that do not affect the intent of this Ordinance, may be  
55 authorized by the Mayor without need for a public hearing.

56 **Section 6. Severability.** In the event that any portion of this Ordinance is for any  
57 reason held invalid or unconstitutional by any court of competent jurisdiction, such portion  
58 shall be deemed a separate, distinct and independent provision, and such holding shall not  
59 affect the validity of the remaining portions of this ordinance.

60  
61 **Section 7. Conflict.** All ordinances, resolutions, official determinations or parts  
62 thereof previously adopted or entered by the City or any of its officials and in conflict with  
63 this Ordinance are hereby repealed to the extent inconsistent herewith.

64 **Section 8. Effective Date.** This Ordinance shall take effect immediately upon  
65 adoption.

66  
67 **PASSED** on first reading this 12th day of September 2024.

68  
69 **PASSED AND ADOPTED BY THE CITY COMMISSION** of the City of LaBelle,  
70 Florida this 10<sup>th</sup> day of October, 2024.

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72 **CITY OF LABELLE, FLORIDA**

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

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79 Attest:

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82 By: \_\_\_\_\_  
83 Tijauna Warner, MMC, Deputy City Clerk

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87 Approved as to form and to  
88 Legal Sufficiency:

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

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94	Vote:	AYE	NAY
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96	Mayor Wilkins	_____	_____
97	Commissioner Vargas	_____	_____
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99	Commissioner Akin	_____	_____
100	Commissioner Spratt	_____	_____
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**City of LaBelle Board of Commissioners  
Agenda Request**

To: Honorable Mayor and City Commission  
Prepared By: Derek Rooney, City Attorney  
Date of Meeting: September 12, 2024  
Date Submitted: September 3, 2024  
Title of Agenda Item: Ordinance 2024 - 09 School  
Agenda Location: Public Hearing First Reading

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Report in brief: On July 23, 2024, the County Commission adopted an ordinance relating to school speed zone enforcement establishing a school zone speed enforcement program in unincorporated Hendry County. In order to enforce speed zones for any existing or future schools within the City, the City must adopt a similar ordinance.

Staff Comments: Attached is an ordinance establishing a school zone speed enforcement program within City as well. Pursuant to Florida Statutes 316.008, by authorizing the use of speed detection systems within the City and similarly enabling the Hendry County Sheriff's Office to procure a speed detection system vendor and assist with the County's school zone speed enforcement program in cooperation with relevant City staff; providing for program implementation and enforcement procedures and requirements; and providing for the designation of school zones (based on data gathered by the HCSO attached hereto from the County adoption).

Fiscal Impact: Program is not budgeted but would be violator (fine) funded.

Recommended Actions: Staff recommends approving Ordinance 2024 - 09 to second reading.

**ORDINANCE  
NUMBER 2024 - 09**

**AN ORDINANCE OF THE CITY OF LABELLE,  
FLORIDA; RELATING TO SCHOOL ZONE  
ENFORCEMENT WITHIN THE CITY OF LABELLE;  
AMENDING THE CITY OF LABELLE CODE,  
CHAPTER 12, CREATING A NEW ARTICLE IV,  
SCHOOL ZONES; PROVIDING FOR  
ENFORCEMENT; PROVIDING FOR  
CODIFICATION, SEVERABILITY, CONFLICTS  
AND AN EFFECTIVE DATE.**

**RECITALS**

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

**WHEREAS**, the on July 23, 2024 Hendry County adopted an ordinance enhancing school zone enforcement in unincorporated Hendry County following evidence provided by the Hendry County Sherriff’s Office (“HCSO”) that motor vehicles routinely exceed applicable school zone speed limits in excess of 11 miles per hour in certain school zones, and this data being incorporated by reference as backup to this Ordinance at the time of adoption; and

**WHEREAS**, the City of LaBelle desires to adopt regulations to ensure the protection of public health, safety and welfare; and

**WHEREAS**, the City Commission similarly desires to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

**WHEREAS**, Section 316.0776, Florida Statutes, authorizes a municipality to place or install, or contract with a vendor to place or install, speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation; and

**WHEREAS**, Chapter 316, Florida Statutes, provides that a City may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of Sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties; and

**WHEREAS**, Section 316.0776, Florida Statutes, restricts the location and use of speed detection systems to school zones that the City determines constitute a heightened safety risk

46 warranting additional enforcement measures based on data or other evidence presented at a public  
47 hearing; and

48  
49 **WHEREAS**, the City Commission finds that the HCSO is best positioned to determine the  
50 appropriate speed detection system vendor and therefore desires for HCSO to procure such a  
51 vendor and assist with the City’s school zone speed enforcement program in cooperation with the  
52 relevant City staff, and in conformance with all requirements set forth in Section 316.0776, Florida  
53 Statutes; and

54  
55 **WHEREAS**, the City Commission has considered the traffic data and evidence provided  
56 by HCSO supporting the installation and operation of each proposed school speed zone detection  
57 system and has determined that each school zone where a speed detection system is to be placed  
58 or installed constitutes a heightened safety risk that warrants additional enforcement measures;  
59 and

60  
61 **WHEREAS**, the City Commission finds that motor vehicles speeding in school zones are  
62 unacceptable hazards that threaten the health, safety, and welfare of students and pedestrians in  
63 the City, and that enforcement of applicable speed limits in school zones during school sessions  
64 through the use of a speed detection system may reduce instances of speeding in school zones, the  
65 City Commission wishes to implement a school zone speed detection program pursuant to the  
66 requirements of Section 316.0776, Florida Statutes, and other applicable state law; and

67  
68 **WHEREAS**, the proposed ordinance was properly advertised and has received public  
69 hearings before the City Commission on September 12, 2024 and October 10, 2024; and

70  
71 **WHEREAS**, the City finds that this Ordinance is in the interests of the public health,  
72 safety, and welfare.

73  
74 **NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of  
75 LaBelle, Florida:

76  
77 **Section 1.** Recitals. The forgoing recitals are hereby ratified and confirmed as  
78 being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

79  
80 **Section 2.** Amendment to the City Code. Chapter 12, Offenses, Article IV, of  
81 the City of LaBelle is hereby created as set forth below:

82  
83 **DIVISION 1. GENERALLY.**

84  
85 **Sec. 12-60. – Scope and Applicability**

86  
87 The intent of this Article is to protect the health, safety, and welfare of the citizens of  
88 LaBelle by authorizing the placement or installation, use, and implementation of a school zone  
89 speed limit detection system on roadways maintained as school zones within City and to promote  
90 compliance with speed limits in school zones, as permitted by the Florida Uniform Traffic Control  
91 Law, Chapter 316, Florida Statutes, as cited herein and as may be amended from time to time.

92 This Article shall be known and may be cited as the "School Zone Speed Enforcement  
93 Ordinance" and shall apply only to those school zones designated within the city limits of the City  
94 of LaBelle.

95  
96 Sec. 12-61. – Definitions  
97

98 For purposes of this Article, the following terms shall have the meanings given to them  
99 below. No attempt is made to define any words which are used in accordance with their established  
100 dictionary meaning, except when necessary to avoid misunderstanding.

101  
102 *Hearing procedures* means the procedures set forth in a corresponding resolution  
103 governing noticing, scheduling, and conducting hearings before a local hearing officer.  
104

105 *Law enforcement officer* means, as defined by §943.10(1), Florida Statutes, as may  
106 be amended, any person who is elected, appointed, or employed full time by a municipality or the  
107 State or any political subdivision thereof; who is vested with authority to bear arms and make  
108 arrests; and whose primary responsibility is the prevention and detection of crime or the  
109 enforcement of the penal, criminal, traffic, or highway laws of the State.  
110

111 *Local hearing officer* means the City’s Code Enforcement Special Magistrate or  
112 such other local hearing officer appointed by the City Commission.  
113

114 *Motor vehicle* means, as defined by §316.003, Florida Statutes, a self-propelled  
115 vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle,  
116 motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery  
117 device, swamp buggy, or moped.  
118

119 *Notice of violation* means the written notification sent to the registered owner of a  
120 vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection  
121 system and thereafter reviewed and approved by a law enforcement officer or traffic infraction  
122 enforcement officer. A notice of violation must be in the form and include the contents prescribed  
123 by §316.1896, Florida Statutes.  
124

125 *School zone* means that portion of a street or highway established as a school zone  
126 pursuant to §316.1895, Florida Statutes.  
127

128 *School zone speed enforcement program* means the regulations and procedures  
129 governing the use of speed detection systems in school zones within the jurisdiction of the City,  
130 as provided for by applicable law and established by this Article.  
131

132 *School zone speed infraction* means a violation of §316.183 or §316.1895, Florida  
133 Statutes, captured by a speed detection system within a school zone during the hours provided for  
134 by applicable law and set forth in this Article.  
135

136 *School zone speed limit* means the regularly posted or reduced posted speed limit  
137 within a school zone pursuant to §316.1895, Florida Statutes.

138  
139           *Speed detection system* means a portable or fixed automated system used to detect  
140 a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of  
141 a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is  
142 synonymous with the term "speed detection system" defined in §316.003(83), Florida Statutes.

143  
144           *Traffic infraction enforcement officer* means a person who meets the qualifications  
145 established by §316.640, Florida Statutes.

146  
147           *Uniform traffic citation* means the citation issued to the registered owner of a  
148 vehicle for a school zone speed infraction, in the form and including the contents prescribed by  
149 §316.1896, Florida Statutes.

150  
151 Sec. 12-62. – Authorizing Use of School Zone Speed Limit Detection Systems

152  
153           Pursuant to §316.008(9), Florida Statutes, as may be amended, the City hereby elects to  
154 use speed detection systems to enforce school zone speed limits on roadways maintained as school  
155 zones within the City limits. The City may utilize a speed limit detection system as a supplemental  
156 means of monitoring the speed of vehicles and assisting law enforcement personnel in the  
157 enforcement of compliance with laws related to speed limits within school zones as permitted and  
158 provided for in accordance with Chapter 316, Florida Statutes, which are designed to protect and  
159 improve the public health, safety, and welfare of the community and thereby reduce accidents,  
160 injuries, and disruption of traffic associated with such violations.

161  
162 Sec. 12-63. – Program Administration

163  
164           The Hendry County Sheriff's Office ("HCSO"), in cooperation with City staff and the  
165 Hendry County School District, shall be enabled and empowered by this Article to assist with the  
166 City's school zone speed enforcement program. This Article shall further enable the City, either  
167 directly, or cooperatively with Hendry County, HCSO, or the Hendry County School District to  
168 enter into agreements with one (1) or more vendors to place or install speed detection systems and  
169 carry out services consistent with the implementation and enforcement of the provisions of  
170 §316.0776, Florida Statutes, subject to any other applicable State law requirements and this  
171 Article.

172  
173 Sec. 12-64. – Designation of Local Hearing Officer

174  
175           As permitted and defined by applicable law and referenced in this Article, the City  
176 designates its currently appointed code enforcement special magistrate, or any other special  
177 magistrate appointed by the City Commission, as its local hearing officer, who shall have  
178 jurisdiction to conduct proceedings in accordance with §316.1896, Florida Statutes.

179  
180 Sec. 12-64. – Program Implementation Requirements

181  
182           (a)       The City authorizes the implementation of the provisions and requirements  
183 of §316.008 and §316.1896, Florida Statutes.

184  
185 (b) Installation and operation of speed detection systems. Pursuant to §316.008,  
186 Florida Statutes, speed detection systems may be installed and operated only in the school zones  
187 designated by this Article or subsequent amendments thereto.

188  
189 (c) Signage requirements. The installation and operation of speed detection  
190 systems, including required signage, shall be in accordance with Florida Uniform Traffic Control  
191 Law all applicable regulations of the Florida Department of Transportation and the Florida  
192 Department of Highway Safety and Motor Vehicles ("FLHSMV"), and the terms of any  
193 memorandum of understanding or other written agreement that may be entered into between  
194 HCSO and the City or any approved vendor(s).

195  
196 (d) Public awareness. Pursuant to §316.0776, Florida Statutes, before notices  
197 of violation for school zone speed infractions may be issued, a public announcement and 30-day  
198 public awareness campaign of the proposed use of speed detection systems must be conducted.  
199 During the thirty-day public awareness campaign, only a warning may be issued to the registered  
200 owner for a school speed zone infraction and a fine shall not be imposed.

201  
202 Sec. 12-65. – Determination of Heightened Safety Risk and Designation of School Zones

203  
204 Having considered evidence at a public hearing supporting the installation and operation  
205 of speed detection systems in certain school zones within the jurisdiction of the City, and having  
206 incorporated this evidence by reference into this ordinance, the City has determined that each of  
207 the following school zones where a speed detection system is to be placed or installed constitutes  
208 a heightened safety risk that warrants additional enforcement measures pursuant to §316.008,  
209 Florida Statutes. The City may authorize the placement or installation of speed detection systems  
210 in additional school zones via amendment to this ordinance in accordance with applicable law.

- 211  
212 1. LaBelle Elementary School – 150 W Cowboy Way, LaBelle  
213 2. Edward A. Uprove Elementary School – 280 N. LaBelle  
214

215 Sec. 12-65. – Enforcement Procedures

216  
217 (a) General powers. Hendry County Sheriff’s Office, acting on behalf of the  
218 City, shall be authorized to enforce the applicable speed limit on a roadway properly maintained  
219 as a school zone within the City limits of LaBelle pursuant to §316.1895, Florida Statutes, as it  
220 may be amended, through the use of a speed detection system for the detection of speed and  
221 capturing of photographs or videos for violations in excess of ten miles per hour over the speed  
222 limit in force at the time of the violation.

223  
224 (b) Review of speed detection system images. A law enforcement officer or  
225 traffic infraction enforcement officer shall be authorized, pursuant to §316.1896, Florida Statutes,  
226 as it may be amended, to review the photograph or video images from the speed detection system  
227 to confirm that a school zone speed infraction has occurred before issuing a notice of violation. A  
228 notice of violation may be issued for a school zone speed infraction as follows:  
229



230 (1) For a violation of §316.1895, Florida Statutes, in excess of ten miles per  
231 hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes  
232 after the start of a regularly scheduled breakfast program.

233 (2) For a violation of § 316.1895, Florida Statutes, in excess of ten miles per  
234 hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes  
235 after the start of a regularly scheduled school session.

236 (3) For a violation of §316.183, Florida Statutes, in excess of ten miles per hour  
237 over the posted speed limit during the entirety of a regularly scheduled school session.

238 (4) For a violation of § 316.1895, Florida Statutes, in excess of ten miles per  
239 hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes  
240 after the end of a regularly scheduled school session.

241  
242 (c) Hearing procedures and appeals. Hearings to contest notices of violations  
243 shall be scheduled, noticed, and conducted by the City or the school zone speed enforcement  
244 program vendor in accordance with §316.0083(5) and §316.1896, Florida Statutes, and the  
245 procedures adopted by resolution of the City Commission. An aggrieved party may appeal a final  
246 administrative order of the local hearing officer in accordance with §316.1896, Florida Statutes,  
247 and the procedures adopted by resolution of the City Commission.

248  
249 (d) Defenses and penalties. The enforcement of school zone speed infractions,  
250 including the issuance of notices of violation and uniform traffic citations, the processing of  
251 affidavits to assert an exception to liability, and the assessment of fines must comply with §  
252 316.1896, Florida Statutes. A registered owner who receives a notice of violation may, within 30  
253 days:

254  
255 (1) Pay the fine of \$100.00, as fixed by §318.18(3)(d), Florida Statutes, as it  
256 may be amended; or

257 (2) Submit an affidavit establishing an exception to liability pursuant to  
258 §316.1896(8), Florida Statutes; or

259 (3) Request a hearing.

260  
261 If the registered owner of a vehicle does not timely pay the fine reflected on the  
262 notice of violation, submit a sufficient affidavit, or request a hearing, a uniform traffic citation  
263 must be issued to the registered owner and transmitted to the Hendry County Clerk of the Court  
264 for disposition by the County court.

265  
266 Sec. 12-66. – Record Retention

267  
268 In accordance with §316.1896, Florida Statutes, a speed detection system in a school zone  
269 may not be used for remote surveillance. The collection of evidence by a speed detection system  
270 to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed  
271 detection components, do not constitute remote surveillance. Recorded video or photographs  
272 collected as part of a speed detection system in a school zone may only be used to document school  
273 zone speed infractions and for purposes of determining criminal or civil liability for incidents  
274 captured by the speed detection system incidental to the permissible use of the speed detection  
275 system. Any recorded video or photograph obtained via a speed detection system must be

276 destroyed within 90 days after the final disposition of the recorded event, pursuant to §316.1896,  
277 Florida Statutes. Written notice that such records have been destroyed must be provided by  
278 December 31st of each year. All public records related to the administration of this ordinance must  
279 be maintained in accordance with Florida law and all requests for such records must be addressed  
280 in accordance with Chapter 119, Florida Statutes, and any other applicable state law.

281  
282 Sec. 12-67. – Annual Reporting Requirements

283  
284 The City, with the assistance of HCSO or approved enforcement vendor(s), will annually  
285 report on the City’s school zone speed enforcement program to the public and to the FLHSMV in  
286 accordance with §316.0776 and §316.1896, Florida Statutes. Pursuant to §316.0776(3)(c), the  
287 compliance or sufficiency of compliance with this section of this Article may not be raised in a  
288 proceeding challenging a notice of violation for a school zone speed infraction.

289  
290 Sec. 12-68. – Remittance of Collected Fines and Costs

291  
292 All fines and costs collected pursuant to this Article and any corresponding City resolution  
293 must be remitted in accordance with §316.1896 and §318.18, Florida Statutes, and any other  
294 applicable State law.

295  
296 **Section 3. Codification.** This ordinance shall be incorporated into the City of  
297 LaBelle Code. The sections of this Ordinance can be renumbered or re-lettered to the appropriate  
298 word or phrase to accomplish codification. Omissions, grammatical, and typographical errors, as  
299 well as clarifications of ambiguous wording that do not affect the intent of this Ordinance, may  
300 be authorized by the Mayor without need for a public hearing.

301  
302 **Section 4. Severability.** In the event that any portion of this Ordinance is for any  
303 reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall  
304 be deemed a separate, distinct and independent provision, and such holding shall not affect the  
305 validity of the remaining portions of this Ordinance.

306  
307 **Section 5. Conflicts.** The provisions of this article shall supersede any provisions  
308 of existing ordinances in conflict herewith to the extent of said conflict.

309  
310 **Section 6. Effective Date.** This Ordinance shall take effect immediately upon its  
311 adoption by the City Commission.

312  
313  
314

315 PASSED on first reading this 12th day of September 2024.

316

317 PASSED AND ADOPTED BY THE CITY COMMISSION of the City of LaBelle,  
318 Florida this 10<sup>th</sup> day of October, 2024.

319

320

**CITY OF LABELLE, FLORIDA**

321

322

323

By: \_\_\_\_\_

324

Julie C. Wilkins, Mayor

325

326

327

Attest:

328

329

330

By: \_\_\_\_\_

331

Tijauna Warner, MMC, Deputy City Clerk

332

333

334

335

Approved as to form and to

336

Legal Sufficiency:

337

338

339

By: \_\_\_\_\_

340

Derek Rooney, City Attorney

341

342

Vote:

AYE

NAY

343

344

Mayor Wilkins

\_\_\_\_\_

\_\_\_\_\_

345

Commissioner Vargas

\_\_\_\_\_

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346

Commissioner Ratica

\_\_\_\_\_

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347

Commissioner Akin

\_\_\_\_\_

\_\_\_\_\_

348

Commissioner Spratt

\_\_\_\_\_

\_\_\_\_\_

349

# LaBelle Elementary School

- Street Address: 150 W Cowboy Way, LaBelle, FL 33935
- Note: “School Hours” refers to times when school zone flashers are active (7:00-8:30, 2:15-4:30). “Non-School Hours” refers to the time between those time periods (8:30-2:15).



# LaBelle Elementary School

## Speed Study Data & Top Speeds

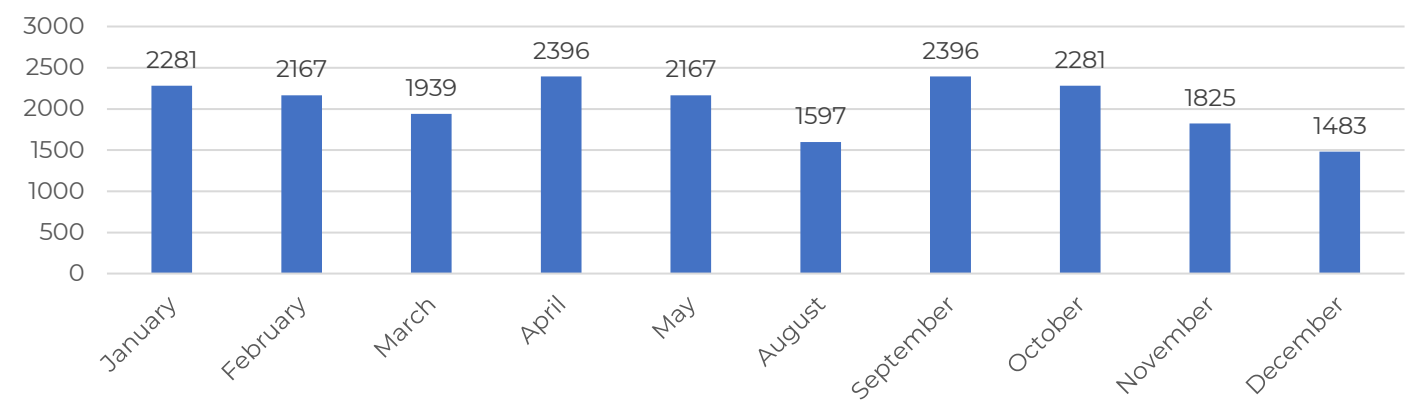
Speed (mph)	
Speed Limit	45
School Speed Limit	15
Violation Limit	10

	Start	End
School Zone Time 1	7:00 AM	9:30 AM
School Zone Time 2	2:30 PM	4:00 PM

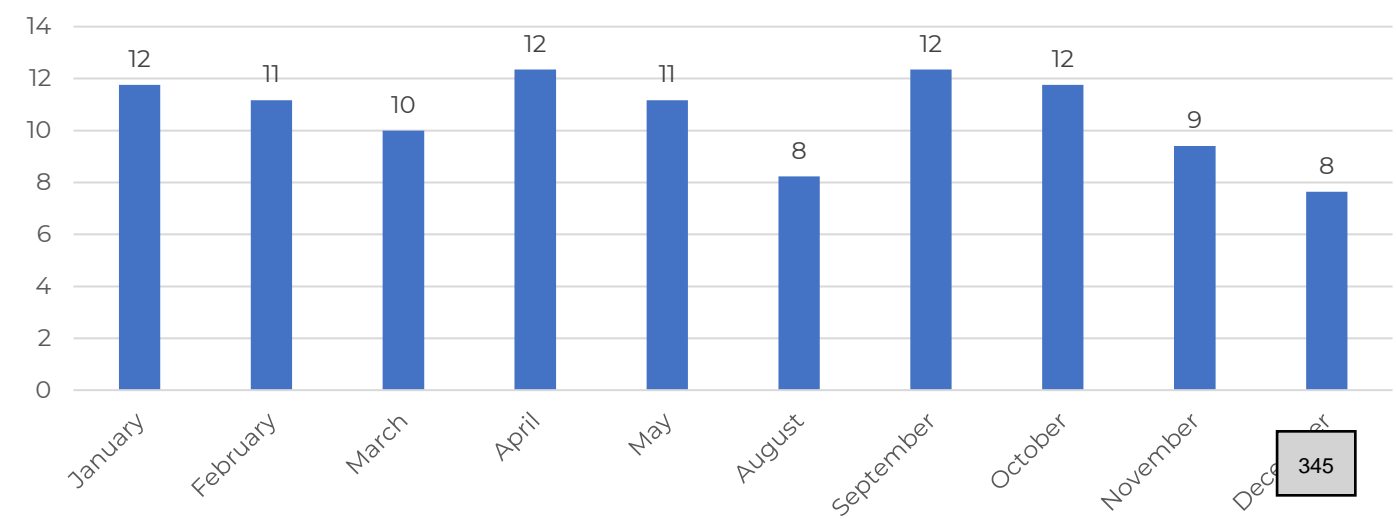
5 Day Totals	School Hours	Non-School Hours
Vehicle Count	10,036	12,994
Violations	4,074	21
Pass	5,962	12,973

One Day Averages	School Hours	Non-School Hours
Vehicle Count	2007	2599
Violations	815	4
Pass	1192	2595

### Speed Violations Projected By Month During Flashing Times



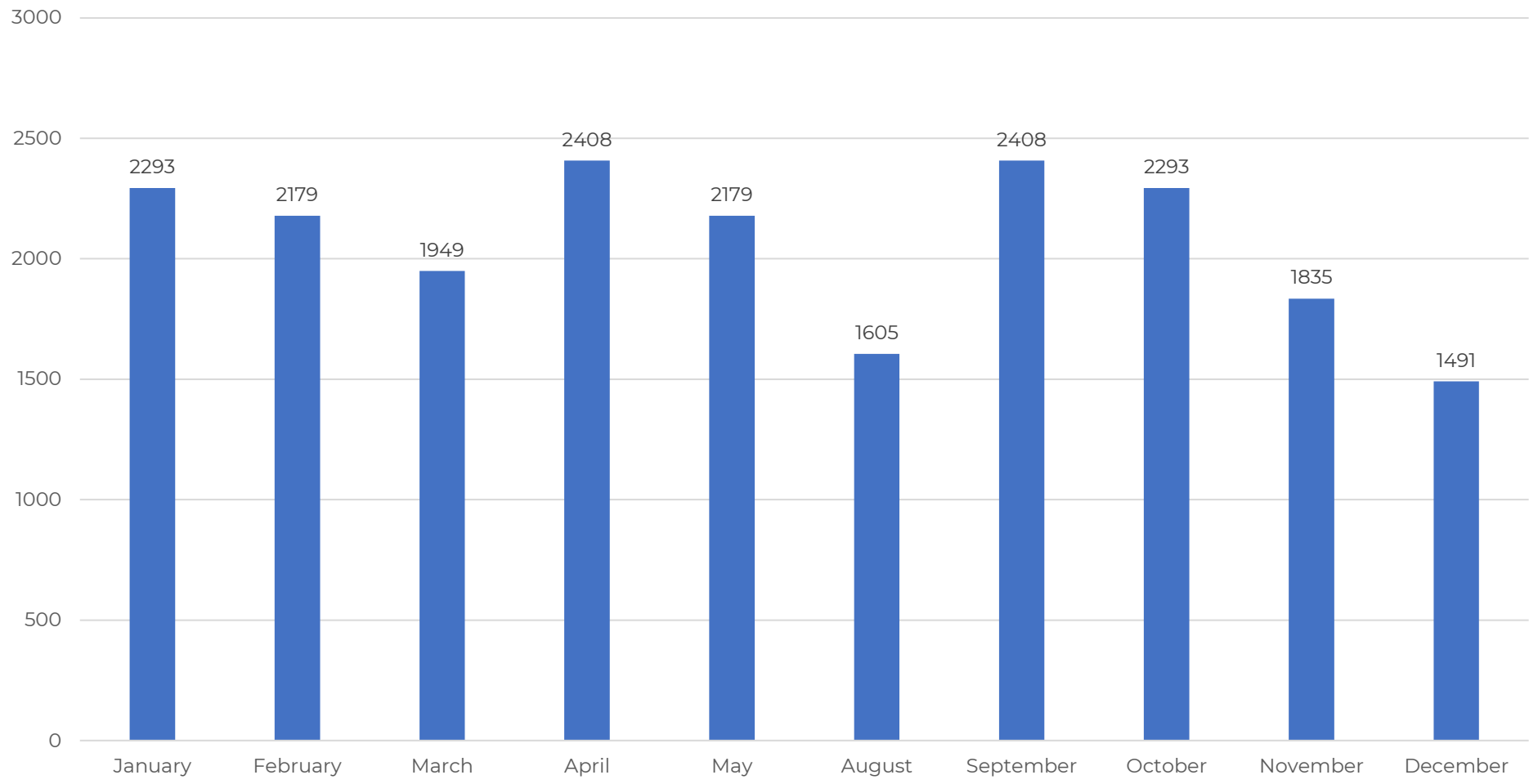
### Speed Violations Projected By Month During School Hours



# LaBelle Elementary School

## Speed Study Totals + Top Speeds

Speed Violations Projected by Month





# LaBelle High School

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- Street Address: 4050 E Cowboy Way, Labelle, FL 33935
- Note: “School Hours” refers to times when school zone flashers are active (7:00-8:30, 2:15-4:30). “Non-School Hours” refers to the time between those time periods (8:30-2:15).



# LaBelle High School

## Speed Study Data & Top Speeds

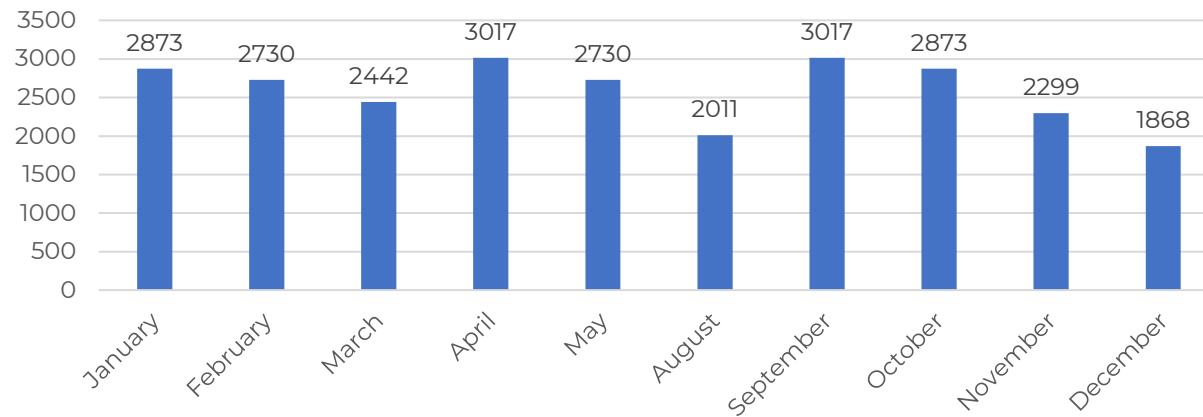
	Speed (mph)
Speed Limit	45
School Speed Limit	20
Violation Limit	10

	Start	End
School Zone Time 1	7:00 AM	8:30 AM
School Zone Time 2	2:00 PM	4:30 PM

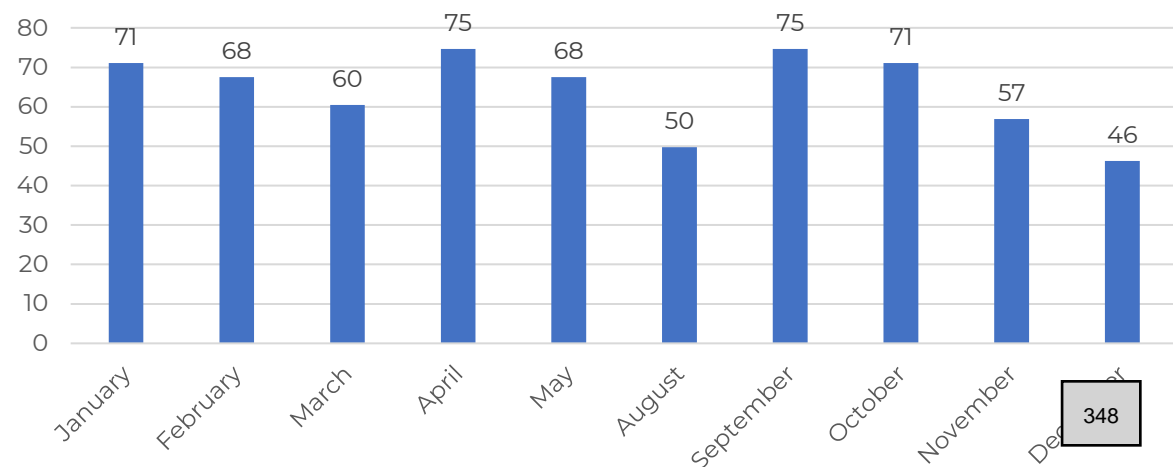
5 Day Totals	School Hours	Non-School Hours
Vehicle Count	9,083	8,624
Violations	5,131	127
Pass	3,952	8,497

One Day Averages	School Hours	Non-School Hours
Vehicle Count	1817	1725
Violations	1026	25
Pass	790	1699

Speed Violations Projected By Month During Flashing Times



Speed Violations Projected By Month During School Hours

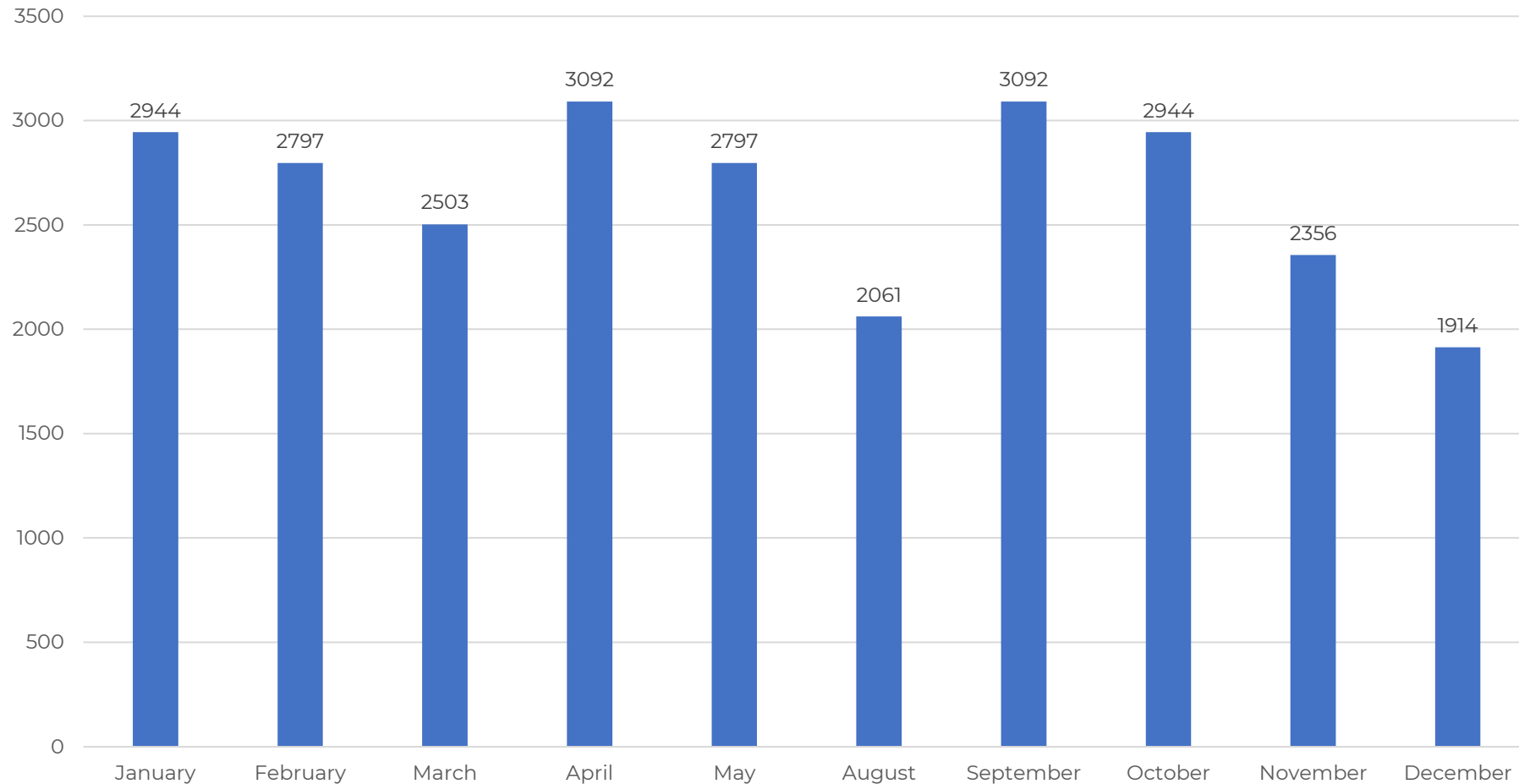




# LaBelle High School

## Speed Study Totals + Top Speeds

Speed Violations Projected by Month



# LaBelle Middle School

- Street Address: 8000 E Cowboy Way, LaBelle, FL 33935
- Note: “School Hours” refers to times when school zone flashers are active (7:00-8:30, 2:15-4:30). “Non-School Hours” refers to the time between those time periods (8:30-2:15).



# LaBelle Middle School

## Speed Study Data & Top Speeds

	Speed (mph)
Speed Limit	45
School Speed Limit	20
Violation Limit	10

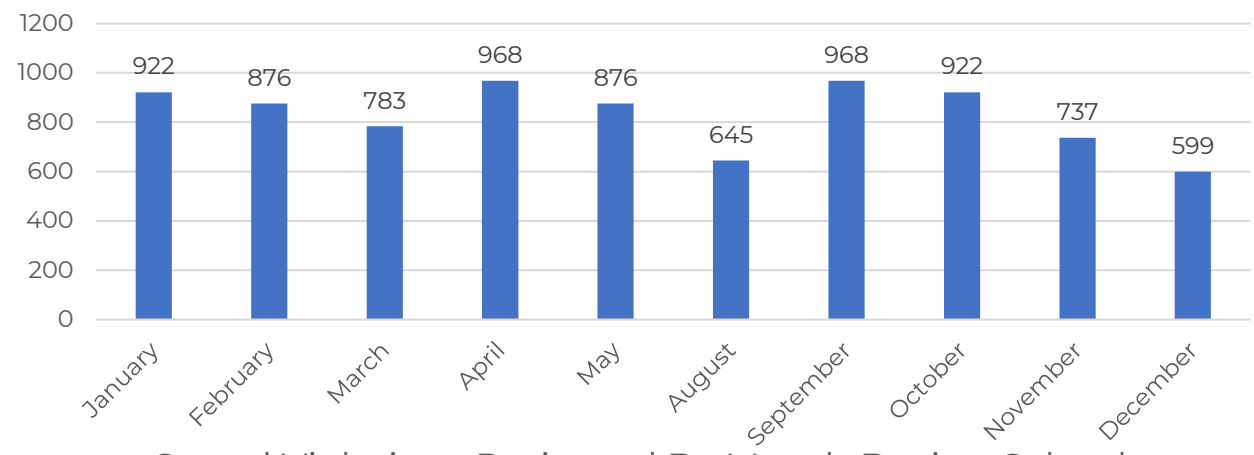
	Start	End
School Zone Time 1	7:00 AM	8:30 AM
School Zone Time 2	2:00 PM	3:30 PM

5 Day Totals	School Hours	Non-School Hours
Vehicle Count	2,916	2,281
Violations	1,646	81
Pass	1,270	2,200

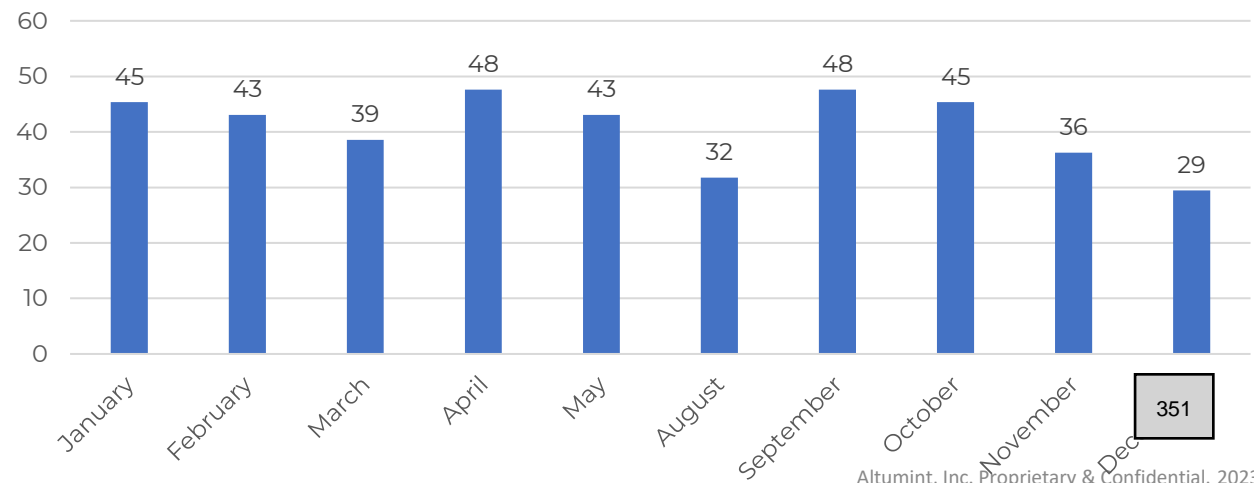
One Day Averages	School Hours	Non-School Hours
Vehicle Count	583	456
Violations	329	16
Pass	254	440

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### Speed Violations Projected By Month During Flashing Times



### Speed Violations Projected By Month During School Hours

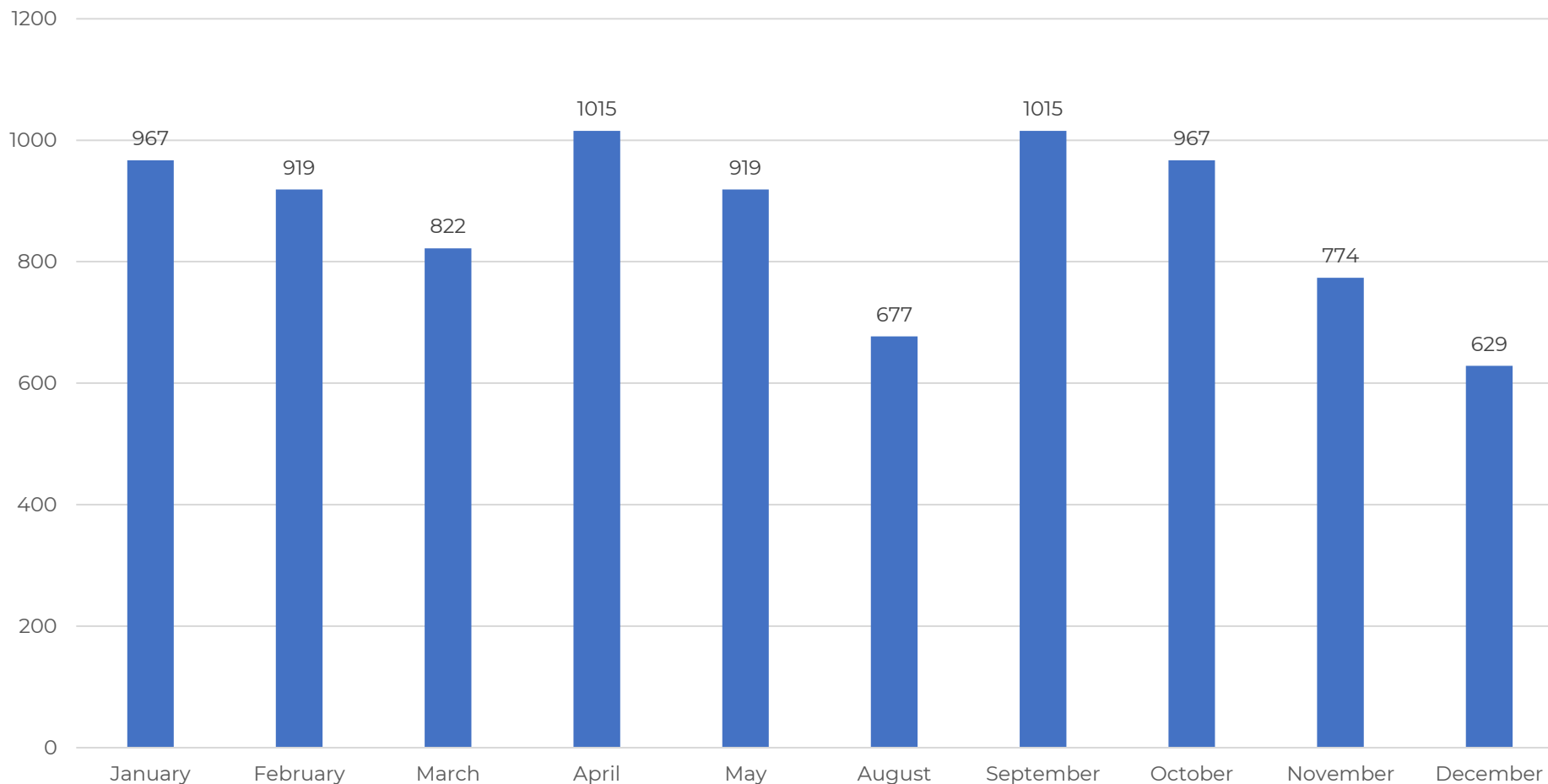


351

# LaBelle Middle School

## Speed Study Totals + Top Speeds

Speed Violations Projected by Month





**CITY OF LABELLE, FLORIDA**  
**Planning Staff Report**  
**For**  
**Old Groves PUD Amendment**

**TYPE OF CASE:** PUD Amendment

**STAFF REVIEWER:** Alexis Crespo, AICP

**DATE:** October 10, 2024

**APPLICANT:** Hendry County School District c/o Michael Swindle

**AGENT:** Same as Applicant

**REQUEST:** Amend PUD Ordinance 2022-03 to update the allowable uses and conditions of approval to permit a public school in the Residential tracts.

**LOCATION:** South of Cowboy Way, north of Helms Road, and west of SR 29

**PROPERTY SIZE:** 332+/-acres

**FUTURE LAND USE DESIGNATION, CURRENT ZONING AND LAND USE:**

Existing Future Land Use Designation: Employment Village  
Existing Zoning: Planned Unit Development (Expired)  
Land Use: Undeveloped Vacant Land/Agriculture

**SURROUNDING LAND USE:**

**North:** FLU – Commercial and Outlying Mixed Use  
Zoning – Commercial (B-3)  
Land Use – Right-of-Way (Cowboy Way), Vacant, Light Industrial

**South:** FLU – South LaBelle Village  
Zoning – Agriculture (A), Planned Unit Development (PUD)  
Land Use – Right-of-Way (Helms Road)/Vacant Agricultural Land

**East:** FLU – Multi-Use, Residential Low Density, Residential High-Density  
Recreation (Hendry County)

Zoning – Agricultural (A-2) Hendry County  
Land Use – Agriculture, Recreation, Single-Family Residential

**West:** FLU – Residential, Multi-Use & Commercial (Hendry County)  
Zoning – Agricultural (A-2) Hendry County  
Land Use – Agriculture, Vacant Residential

**STAFF NARRATIVE:**

The Hendry County School District (“Applicant”) is requesting approval to amend the Old Groves Planned Unit Development (PUD), approved in 2022 per Ordinance 2022-03. The PUD was approved for 1,249 dwelling units and 80,000 SF of commercial uses. The Applicant is also seeking to add “schools, public” as an allowable use in the southwestern Residential Tract, to be developed as a high school serving the LaBelle area.

**BACKGROUND**

The Property consists of four (4) abutting parcels located north of Helms Road, east of State Road 29, and south of Cowboy Way. The subject property consists of undeveloped agricultural land.

The Property was annexed into the City to allow for annexation of the South LaBelle Village property to the south of Helms Road (as South LaBelle Village was not contiguous to the municipal boundary). Upon annexation, the Property was designated in the Old Groves Mixed Use Subdistrict future land use category and rezoned Planned Unit Development per Ordinance 2007-18. The PUD permitted the development of a maximum of 1,249 dwelling units and 80,000 SF of commercial uses subject to conditions.

In 2011, the City adopted amendments to the Comprehensive Plan following their Evaluation and Appraisal Report (EAR) process. The EAR-Based amendments eliminated the Old Groves Mixed Use Subdistrict and re-designated the Property as Employment Village. While Employment Village allows a mix of uses, the category does not permit single-family residential uses and limits density to 3 du/acre. Thus, the City-initiated EAR-Based amendments created an inconsistency between the PUD approval the underlying future land use category.

In 2022, the Applicant filed to redesignate the site in a newly created Old Groves Mixed Use Subdistrict to correct the issues associated with the EAR-based amendments, as well as reinstate the PUD and MCP approvals along with an interim horticultural use on the northern portion of the site.

**PROPOSED DEVELOPMENT**

The School District provided a preliminary layout of the school campus attached hereto as Exhibit F. The site is 40+/- acres in size and is generally located in the far southeastern corner of the PUD, fronting on Helms Road. The site plan depicts two (2) points of ingress/egress from Helms Road, along with surface parking, school buildings, accessory buildings, sports courts and recreational fields.

Building height is limited to 35'. Setbacks and landscape buffers must comply with the PUD conditions as well as the Helms Road Overlay established by Ordinance 2023-21.

Conditions are proposed to ensure interconnection when adjacent residential tracts in the PUD are developed in the future to facilitate access by students of the development.

Additionally, the owner of the PUD intends to maintain the interim agricultural use upon commencement of the school construction. Thus, the condition that requires the horticultural recycling use to cease upon commencement of development of the first phase has been modified to allow continuation of the horticultural recycling use so long as development is not closer than 1,500 feet to the facility.

A minor change to the landscaping condition is proposed to address adoption of the Helms Road Overlay standards that requires a 20-foot-wide enhanced right-of-way buffer. Additionally, a minor change is proposed to address the School District's independent maintenance of their school site.

**FUTURE LAND USE/COMPREHENSIVE PLAN COMPLIANCE**

The proposed PUD is consistent with the following Goals, Objectives and Policies of the City's Comprehensive Plan.

**Future Land Use Objective 1.2 (Balanced Urban Growth)**

*The PUD will facilitate a compact development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating a well-planned, amenitized mixed-use project in the Employment Village future land use category, Old Groves Mixed Use Subdistrict, with access to utilities, services, and major public roadways.*

**Future Land Use Policy 1.3.2 (Employment Village Land Use Category – Old Grove Mixed Use Subdistrict)**

*The PUD is consistent with the allowable uses, density, intensity and intent of the Employment Village future land use category, Old Groves Mixed Use Subdistrict.*

**Transportation Element Objective 2.4 (Provision of Multi-modal Transportation)**

*As conditioned, the PUD will ensure that sidewalks are constructed along street frontages to connect to the internal sidewalk system to provide a variety of transportation opportunities for residents and future students. The site has excellent access to the public roadway network and will provide a publicly accessible spine road to increase the City's network.*

**Housing Element Policies 3.11.2 & 3.11.3 (New Housing Developments)**

*The PUD will allow for development of a public school to support future growth in the City as well as western Hendry County, in an appropriate location proximate to planned residential areas and where adequate and necessary public facilities and services are available.*

**Infrastructure Element Policy 4.3.2 (Surface Water & Groundwater Quality)**

*The PUD will connect to potable water and sanitary sewer services, eliminating the potential for well and septic tanks on the property, and thereby supporting the City's policy to uphold the quality of public surface and groundwater supply sources.*

**Recreation and Open Space Element Policy 6.7.1 & 6.7.3 (Private Parks)**

*As conditioned, the PUD will provide for private, on-site recreation space and landscaping for aesthetic and energy conservation purposes. Of note, the PUD provides a nature trail, community facility with pool, park, and greenbelt. The school site also provides recreational space for school-age children.*

**STAFF RECOMMENDATION:**

Staff finds that the PUD is consistent with the Land Development Code and the Comprehensive Plan and recommends **APPROVAL** with the following conditions:

1. The Rezone request applied to the property is described in Exhibit 'A'.
2. The PUD is limited to a maximum of 1,249 dwelling units and 80,000 SF of commercial uses.
3. A minimum of 10% of the land area shall be used for multi-family residential development.
4. Commercial development shall not exceed 10 acres with a maximum of 8,000 square feet per acre up to a maximum of 80,000 gross square feet of commercial uses. A maximum FAR of 0.35 is allowed for commercial development. No single commercial use shall exceed 10,000 square feet of gross floor area, except that a grocery store or supermarket may not exceed 45,000 gross square feet.
5. Residential density within the commercial component of the project is limited to multi-family and will not exceed 336 units.
6. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit 'B'.
7. Development Standards will conform to the Development Standards Table, attached as Exhibit 'C'.
8. All development must conform to the general design of the Master Concept Plan contained in Exhibit 'D' and the requirements of the Land Development Code.
9. Design elements of the PUD will be based on a common architectural theme with emphasis on a pedestrian friendly development. The unified theme shall be reflected through colors, materials, details, signage, lighting and any other elements or materials that visibly impact the unity of the development. The project development will include sidewalks, bicycles lanes, and other types of pedestrian connectivity between the commercial and residential components of the project and where possible, will connect or provide for future connection to pedestrian linkages off-site. All common areas and structures shall be complimentary to the architectural theme of the overall development. Site construction plans must demonstrate an internal sidewalk system to connect the residential buildings to on-site amenities and recreational areas, parking, and to the external sidewalk network.
10. Development must connect to the City's potable water and sanitary sewer system. A demonstration of capacity will be required at the time of development,



in addition to sufficient water pressure for a hydrant system and sprinklers within the building, if required by the Florida Building Code and NFPA Fire Prevention Code.

11. The developer/owner or their designee, which may include a property owners association (POA) or homeowner's association (HOA) must maintain common areas, parking areas, and infrastructure within the community, except for the Hendry County school site which will be independently owned and maintained by the School District. If a POA/HOA is established, documents must be provided to the City at the time of site construction plan permitting.
12. A minimum of 35% of the development of open space shall be provided within the PUD. At minimum of 10% of the site must be in the form of useable open space as defined in the Land Development Code, and which may include both passive and active recreational uses.
13. Residential front yards shall maintain an average five-foot wide landscape area.
14. The Developer may construct a minimum 5-foot-wide concrete sidewalk within the rights-of-way or, at the Developer's discretion, the sidewalk may meander onto the Developer's property. The Developer shall provide the City with an easement for placement of any portion of the sidewalk placed on private property. The easement shall be recorded prior to issuance of Certificate of Completion. At the time of site construction permitting, future sidewalk connections must be provided from the school site to the future development tracts in the PUD.
15. Lake maintenance easements with a minimum width of 20 feet shall be provided.
16. The developer shall make every attempt to preserve the existing native trees on site. Construction plans shall include a tree preservation plan and a tree protection detail indicating how trees will be preserved during construction. This approval does not authorize the removal of any significant oak trees.
17. A minimum of 5.47 acres of preserve area shall be provided on site.
18. Minimum width of preserve areas shall be an average of 25 feet.
19. Landscaping and buffering shall be in compliance with LDC Section 4-80 and 4-~~8590~~, except that streetscape buffers must be provided along Cowboy Way and Helms Road, consisting of a 15-foot-wide buffer with a double hedgerow planted at 24 inches and maintained at 48 inches, two (2) large trees, and two (2) medium trees per 100 linear feet.
20. Primary entrances to all retail and commercial uses shall be designed for access from the interior of the site. Pedestrian and bicycle access shall be provided to Cowboy Way and the proposed Helms Road.
21. All buildings shall be interconnected with ground level pedestrian walkways.
22. Parking areas shall be screened from Cowboy Way and proposed Helms Road and from any properties adjacent to this development.
23. All necessary easements, dedications or other instruments shall be granted to the City of LaBelle as necessary to insure continued operation and maintenance of all service utilities.
24. All private roadways and common areas shall be continually maintained, at the Developer's or private entity's expense. The City of LaBelle shall have not responsibility for maintenance of privately owned facilities.
25. The horticultural waste recycling facility is permitted as an interim use until such time as the first certificate of occupancy is issued for the first phase of development within 1,500 feet of the limits of the facility, at which time the operation must cease, or upon approval of a PUD amendment to allow the use on permanent basis.

26. Hours of operation for the horticultural waste recycling facility are limited to 7 a.m. to 5 p.m. Monday through Friday, and 8 a.m. to 2 p.m. on Saturdays.
27. The operations will consist of horticultural debris piles no greater than 25 feet in height and approximately 200' x 150' in size. Piles must be separated by a minimum of 30 feet.
28. Debris will be processed by an on-site emission free incinerator to be operated a minimum of 700 feet from the PUD boundaries. The burning of debris with emissions or grinding of materials on site is prohibited.
29. On-site retail sales of horticultural materials is prohibited. A maximum of 40 truck trips per day are allowed and must be documented by the Applicant and/or operator via a daily log.
30. The Applicant must provide the City with copies of all required state and federal agency permits, including a Florida Department of Environmental Protection permit prior to commencement of any interim horticultural waste recycling facility activities.
31. Approval of this PUD does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the Applicant fails to obtain the requisite approvals or fulfill obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All other applicable state or federal permits must be obtained before commencement of the development.
32. All development and activities within the PUD must comply with all applicable NFPA standards, including but not limited to NFPA 1, Chapter 31, as may be amended, and the Operating Plan and Fire Protection, Control & Mitigation Plan.
33. Internal roadways and all access roads to the site from Cowboy Way and Helms Road to serve the interim horticultural waste recycling facility must be stabilized to accommodate emergency vehicles and be a minimum of 20 feet in width. No staging of trucks outside the PUD boundaries is permitted at any time.
34. Prior to issuance of a site construction permit for residential or commercial uses, a detailed site plan demonstrating the proposed residential and commercial development areas, including building footprints, must be scheduled for one (1) public meeting before the City Commission.
35. The PUD Master Concept Plan will remain valid for not more than five (5) years from the date of City Commission approval. Horizontal construction must commence within five (5) years or the MCP will be deemed vacated. Upon such time a new PUD zoning approval must be filed and approved by the City Commission.

**SUGGESTED MOTION(S):**

**APPROVAL:**

I make a motion to **APPROVE** the Old Groves PUD amendment.

**APPROVAL WITH CONDITIONS:**

I make a motion to **APPROVE** the Old Groves PUD amendment. the following condition(s):

- 1) as outlined in the staff report;

**OR**

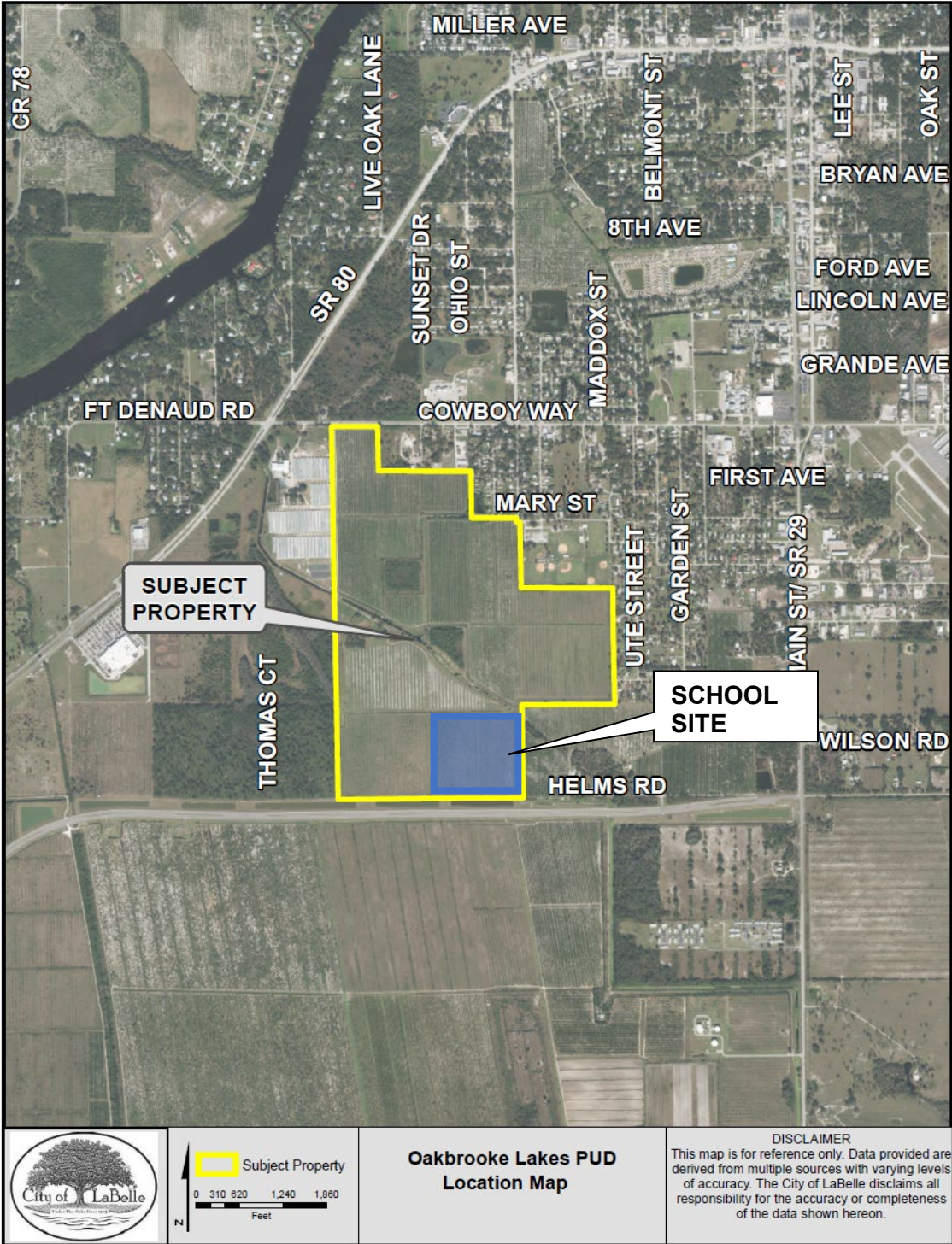
- 2) as outlined in the staff report and amended as follows;
- OR**
- 3) with the following conditions:

**DENIAL:**

I make a motion to **DENY** the Old Groves PUD amendment. The request does not meet the rezoning/PUD criteria:

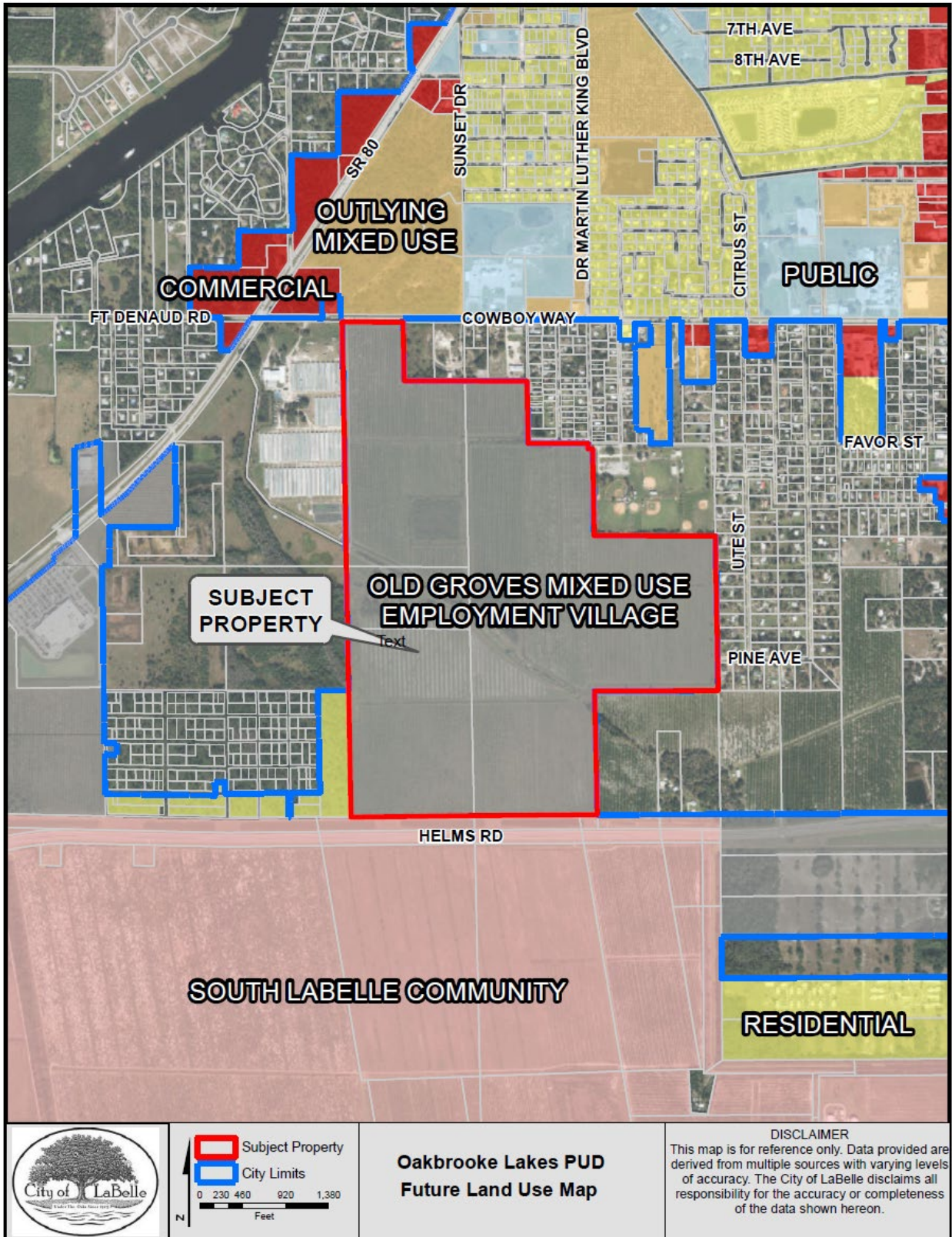
- 1) .... Why?

LOCATION MAP



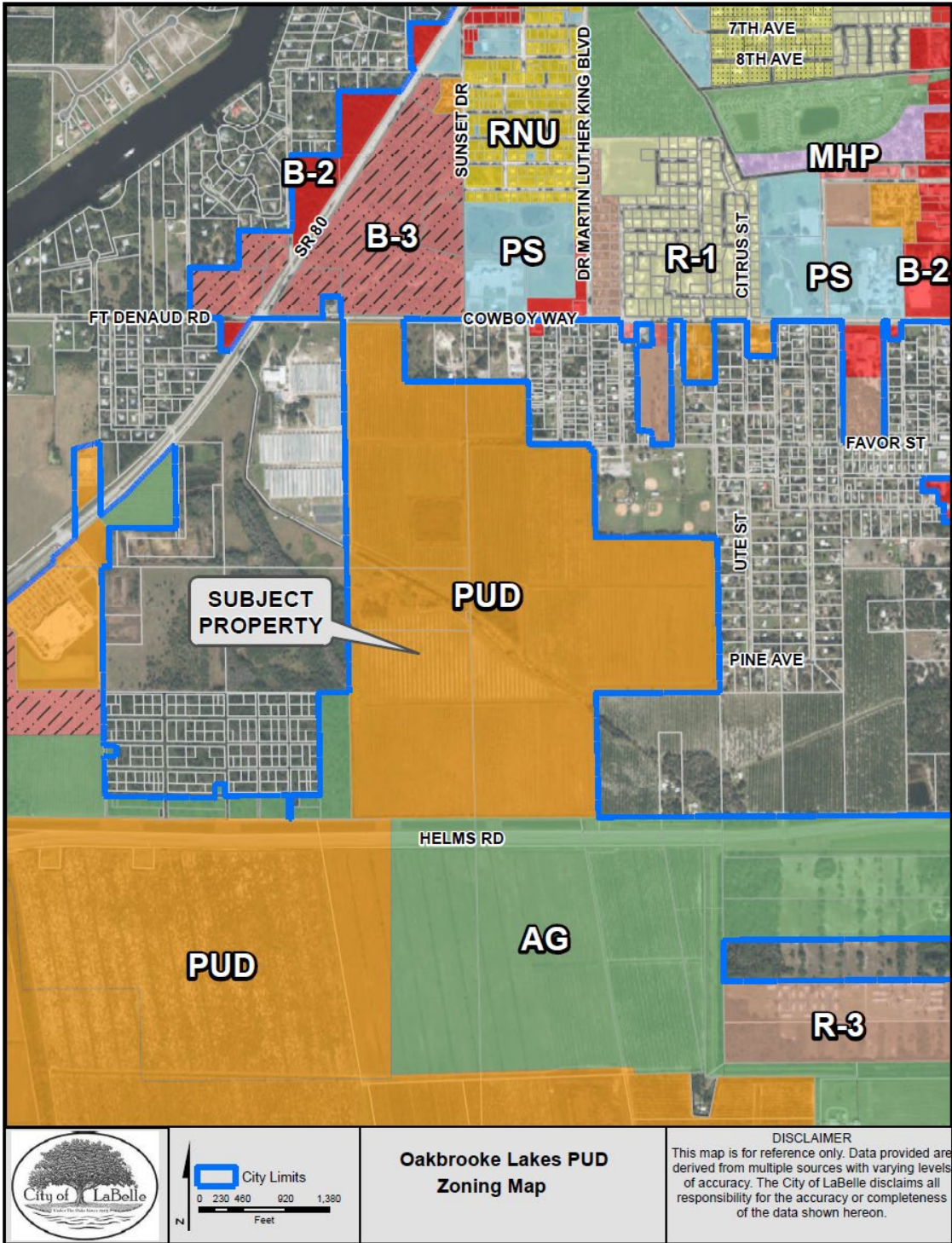


### FUTURE LAND USE MAP





### ZONING MAP



**Oakbrooke Lakes PUD  
Zoning Map**

**DISCLAIMER**  
This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. The City of LaBelle disclaims all responsibility for the accuracy or completeness of the data shown herein.

**EXHIBIT A  
LEGAL DESCRIPTION**

**PARCEL 1**

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA.

**PARCEL 2**

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA.

**PARCEL 3,**

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA. A/K/A/ LOT 16, W.T. WILLIAMS UNRECORDED SUBDIVISION.

**PARCEL 4,**

THE EAST 1/2 OF THE NORTHEAST 1/4; EXCEPT THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; EXCEPT ROAD RIGHT OF WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 513, PAGE 313; EXCEPT THE NORTH 7.00 FEET THEREOF AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; EXCEPT LOTS 1 AND 2, BLOCK 1, BELLE LA CASA SUBDIVISION; EXCEPT LOT 1, BLOCK B, BELLE LA CASA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 26, ALL LYING IN SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA.

**PARCEL 5,**

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 ; EXCEPT THE NORTH 60 FEET OF THE EAST 30 FEET THEREOF; AND THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL LYING IN SECTION 17, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA.

**PARCEL 6**

LOTS 1 AND 2, BLOCK 1, BELLE LA CASA SUBDIVISION. ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 26, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

**EXHIBIT B  
SCHEDULE OF USES**

*General:*

- Essential Services
- Water management facilities and features, such as lakes or fountains
- Temporary construction, sales and administrative offices
- Model homes (limited to 8)
- Kiosks
- Ornamental towers such as clock towers, flagpoles, etc., limited to a height of 30 feet
- Temporary uses as defined in LDC Section 4-70

*Residential:*

- Single –family dwellings
- Two-family dwellings
- Multi-family dwellings, including condominiums, lofts, apartments
- Townhouses
- Community and recreational facilities
- Accessory uses
- Manager’s office (limit 1)
- Gatehouse
- Signs per LDC Chapter 4-81
- Schools, public

*Recreational:*

- Food and confectionary kiosks
- Band shell/stage, gazebo and other similar structures
- Recreational facilities such as bocce ball, shuffleboard, lawn bowling courts, swimming pools
- Parking lots and parking structures that service the recreational amenities
- Community buildings
- Pumping stations, emergency generators – must be screened from public view
- Outdoor dining areas
- Sidewalk sales areas – require Special Exception approval
- Parks, passive areas, trails, etc.
- Accessory uses

*Commercial:*

- Multi-family dwellings, above commercial uses or as stand-alone buildings, not to exceed 336 units
- Uses allowed in the B-1 zoning district, with or without Special Exception as described in the Use Table, LDC Section 4-70.9[5]
- Restaurants– no drive-throughs
- Personal services
- Museums, art galleries
- Photographic studios
- Gyms
- Supermarkets and pharmacies



Communication facilities – require Special Exception approval  
Clubs, lodges  
Congregate living facilities  
Animal sales and services  
Convenience stores with gas pumps – limited to 8 two-sided pumps  
Day Care  
Drinking establishments as per LDC Chapter 3  
Alcoholic beverage establishments, bars (neighborhood only, limited to max. 5,000 gross square feet)  
Outdoor sales, service or storage areas – only as accessory uses, must be screened from public areas  
Temporary Uses, as per LDC Section 4-70.9[5]  
Accessory Uses  
Outdoor restaurant seating  
Signs per LDC Chapter 4-81

*Interim Agricultural:*

Agricultural uses  
Horticultural Waste Recycling, limited to the location shown on Exhibit E

**EXHIBIT C  
SITE DEVELOPMENT REGULATIONS**

**Commercial/School Tracts:**

Site development regulations must comply with the B-2 zoning district standards set forth in the LDC

**Residential:**

<b>Residential Development Standards</b>							
Allowable Use	Max. Bldg. Lot Coverage	Min. Living Area (sq. ft. per unit)	Min. Lot Width (feet)	Minimum Setbacks (feet)			Max. Height
				Front	Side	Rear	
Single Family up to 2 Bedrooms	45%	700	60	15	7.5	20	35
Single Family, 3 bedrooms	45%	900	60	15	7.5	20	35
Two-Family, up to 2 Bedrooms	45%	900	70	15	7.5	20	35
Two-Family, max. 3 Bedrooms	45%	1,020	70	15	7.5	20	35
Multi-family Studio*	70%	500	N/A	20	25	20	35
Multi-family, One Bedroom	70%	750	N/A	20	25	20	35
Multi-family, Two Bedroom	70%	900	N/A	20	25	20	35
Multi-Family, Three Bedroom	70%	1,100	N/A	20	25	20	35
Townhouse, Two Bedroom	70%	900	15	20	0/25**	20	35
Accessory Structures				Same as above	Same as above	5	35

\*Living area with kitchenette, minimum of stove and refrigerator, sink in kitchen area, separate full bath, no separate bedroom.

\*\*Requires a minimum 25-foot setback between structures, 0 feet between attached units.

**Interim Agricultural:**

Minimum 100 foot setback from all property lines for structures and material piles. The fully-enclosed incinerator must be a minimum of 700 feet from all property lines.

EXHIBIT D - MASTER CONCEPT PLAN

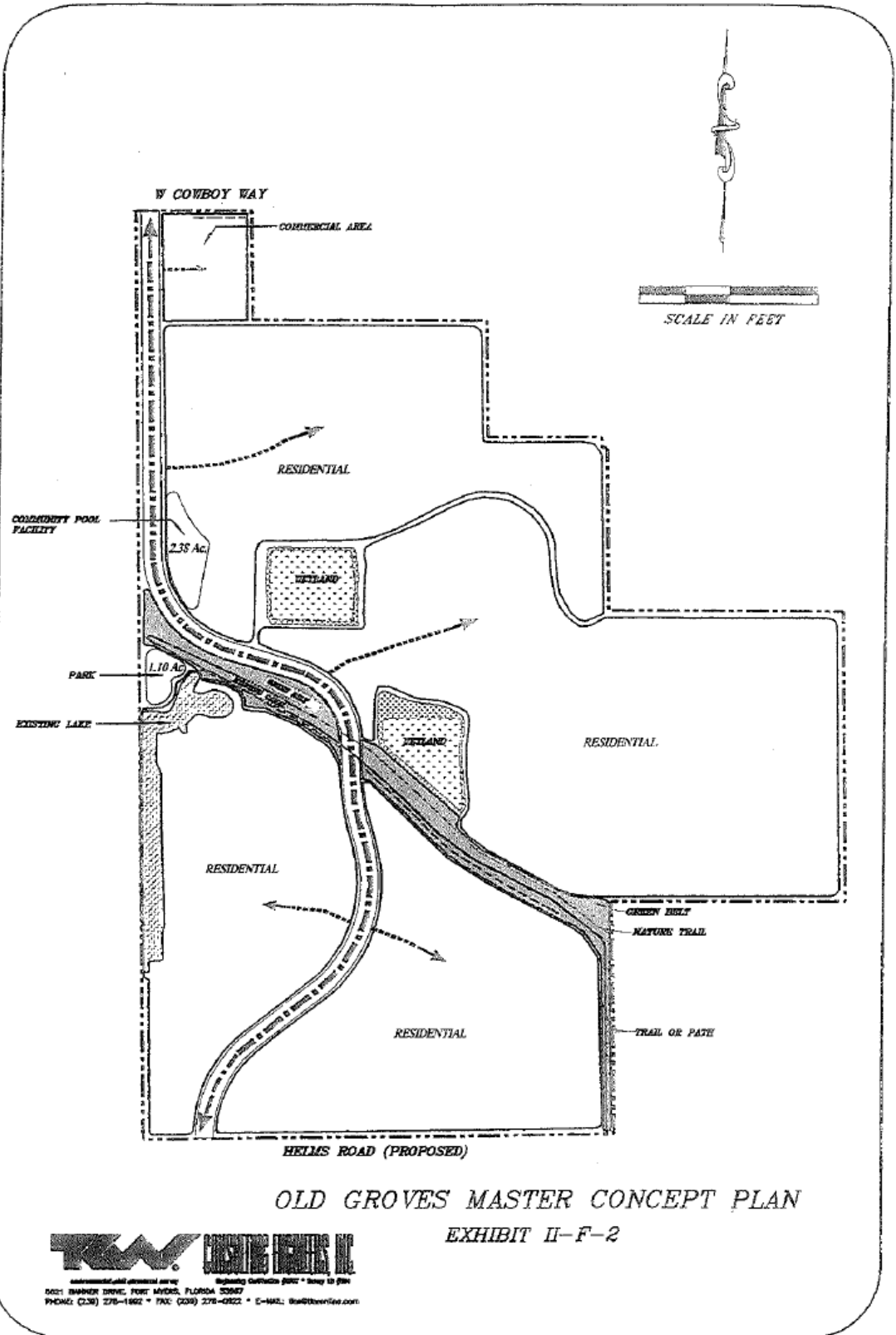
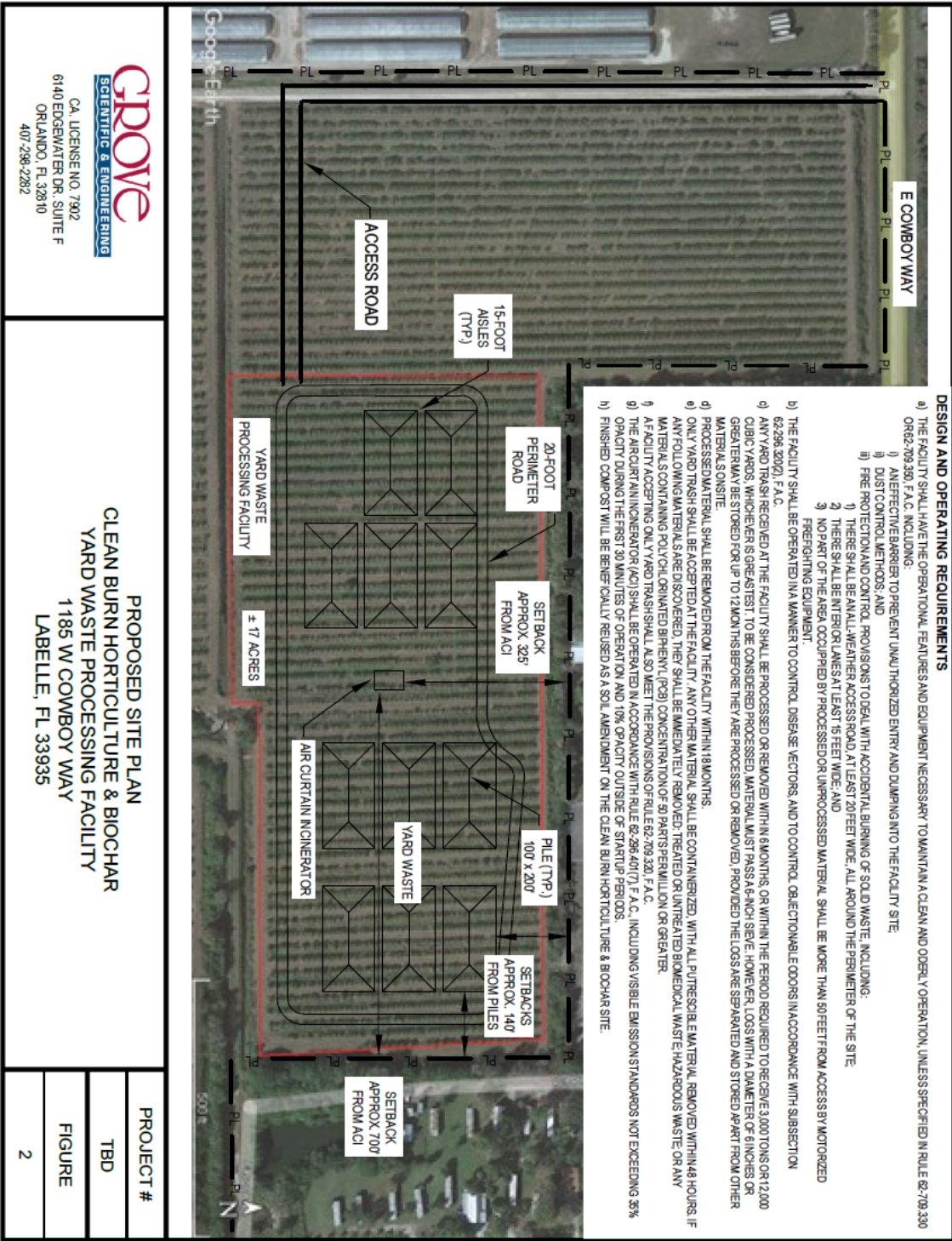
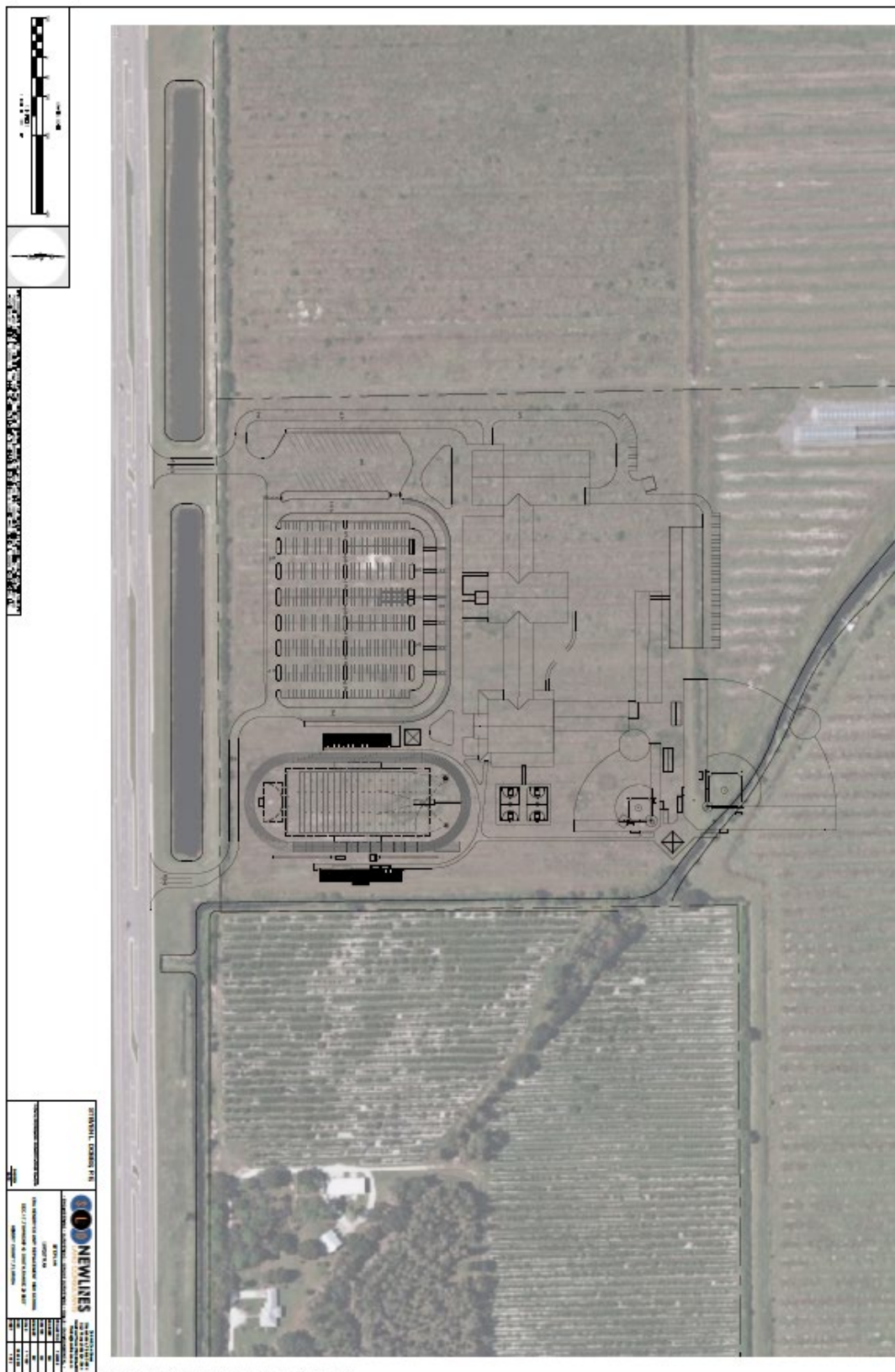


EXHIBIT E - INTERIM HORTICULTURAL RECYCLING SITE PLAN



**GP**  
**ROVE**  
 SCIENTIFIC & ENGINEERING  
 CA. LICENSE NO. 7902  
 6140 EDGEWATER DR, SUITE F  
 ORLANDO, FL 32810  
 407.298.2282

### EXHIBIT F – SCHOOL SITE PLAN



CITY OF LABELLE  
ORDINANCE 2024-10  
OLD GROVES PLANNED UNIT DEVELOPMENT AMENDMENT

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2022-03 FOR THE OLD GROVE PLANNED UNIT DEVELOPMENT (AKA OAKBROOKE LAKE) LOCATED NORTH OF HELMS ROAD, SOUTH OF COWBOY WAY, AND 3/4 MILES WEST OF STATE ROAD 29, CITY OF LABELLE, HENDRY COUNTY, FLORIDA; AMENDING THE CONDITIONS AND SCHEDULE OF USES; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Deanna Hansen is the “Owner” of real property, located at 1185 W. Cowboy Way, generally to the north of Helms Road, south of Cowboy Way and 3/4 miles west of SR 29, City of LaBelle, Florida, further described in Exhibit “A”, attached hereto;

WHEREAS, the City of LaBelle adopted the Employment Village Old Groves Mixed Use Subdistrict future land use category to allow for development of master-planned communities providing a range of housing types; and

WHEREAS, the Hendry County School District, filed an application to amend the property’s Planned Unit Development zoning district to allow for the development of a public school facility on the site consistent with the City’s intent for the Old Groves Mixed Use Subdistrict future land use category; and

WHEREAS, after duly advertised public hearings held on October 10, 2024 before the LaBelle Local Planning Agency “LPA”, and on October 10, 2024 and November 14, 2024 before the City Commission; and,

WHEREAS, the City Commission for the City of LaBelle has determined that the requested PUD amendment is in compliance with the land use designation of “Old Groves Mixed Use Subdistrict” and intent for the Planned Unit Development to provide for requisite infrastructure within the property, which will further the goals and objectives of the City of LaBelle Comprehensive Plan; and,

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

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

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



46 **Section 2.** The above-mentioned Planned Unit Development (PUD) is hereby amended,  
47 upon a finding that this is the most appropriate use of the property and this use will promote,  
48 protect and improve the health, safety, comfort, good order, appearance, convenience and general  
49 welfare of the public subject to the following conditions:  
50

51 **BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF LABELLE,**  
52 **FLORIDA, that:**  
53

- 54 1. The Rezone request applied to the property is described in Exhibit ‘A’.
- 55 2. The PUD is limited to a maximum of 1,249 dwelling units and 80,000 SF of commercial  
56 uses.
- 57 3. A minimum of 10% of the land area shall be used for multi-family residential development.
- 58 4. Commercial development shall not exceed 10 acres with a maximum of 8,000 square feet  
59 per acre up to a maximum of 80,000 gross square feet of commercial uses. A maximum  
60 FAR of 0.35 is allowed for commercial development. No single commercial use shall  
61 exceed 10,000 square feet of gross floor area, except that a grocery store or supermarket  
62 may not exceed 45,000 gross square feet.
- 63 5. Residential density within the commercial component of the project is limited to multi-  
64 family and will not exceed 6 dwelling units per acre.
- 65 6. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit  
66 ‘B’.
- 67 7. Development Standards will conform to the Development Standards Table, attached as  
68 Exhibit ‘C’.
- 69 8. All development must conform to the general design of the Master Concept Plan contained  
70 in Exhibit ‘D’ and the requirements of the Land Development Code.
- 71 9. Design elements of the PUD will be based on a common architectural theme with emphasis  
72 on a pedestrian friendly development. The unified theme shall be reflected through colors,  
73 materials, details, signage, lighting and any other elements or materials that visibly impact  
74 the unity of the development. The project development will include sidewalks, bicycles  
75 lanes, and other types of pedestrian connectivity between the commercial and residential  
76 components of the project and where possible, will connect or provide for future  
77 connection to pedestrian linkages off-site. All common areas and structures shall be  
78 complimentary to the architectural theme of the overall development. Site construction  
79 plans must demonstrate an internal sidewalk system to connect the residential buildings to  
80 on-site amenities and recreational areas, parking, and to the external sidewalk network.
- 81 10. Development must connect to the City’s potable water and sanitary sewer system. A  
82 demonstration of capacity will be required at the time of development, in addition to  
83 sufficient water pressure for a hydrant system and sprinklers within the building, if required  
84 by the Florida Building Code and NFPA Fire Prevention Code.
- 85 11. The developer/owner or their designee, which may include a property owners association  
86 (POA) or homeowner’s association (HOA) must maintain common areas, parking areas,  
87 and infrastructure within the community, except for the Hendry County school site which  
88 will be independently owned and maintained by the School District. If a POA/HOA is  
89 established, documents must be provided to the City at the time of site construction plan  
90 permitting.

- 91 12. A minimum of 35% of the development of open space shall be provided within the PUD.  
92 At minimum of 10% of the site must be in the form of useable open space as defined in the  
93 Land Development Code, and which may include both passive and active recreational uses.
- 94 13. Residential front yards shall maintain an average five-foot wide landscape area.
- 95 14. The Developer may construct a minimum 5-foot-wide concrete sidewalk within the rights-  
96 of-way or, at the Developer's discretion, the sidewalk may meander onto the Developer's  
97 property. The Developer shall provide the City with an easement for placement of any  
98 portion of the sidewalk placed on private property. The easement shall be recorded prior to  
99 issuance of Certificate of Completion. At the time of site construction permitting, future  
100 sidewalk connections must be provided from the school site to the future development  
101 tracts in the PUD.
- 102 15. Lake maintenance easements with a minimum width of 20 feet shall be provided.
- 103 16. The developer shall make every attempt to preserve the existing native trees on site.  
104 Construction plans shall include a tree preservation plan and a tree protection detail  
105 indicating how trees will be preserved during construction. This approval does not  
106 authorize the removal of any significant oak trees.
- 107 17. A minimum of 5.47 acres of preserve area shall be provided on site.
- 108 18. Minimum width of preserve areas shall be an average of 25 feet.
- 109 19. Landscaping and buffering shall be in compliance with LDC Section 4-80 and 4-90, except  
110 that streetscape buffers must be provided along Cowboy Way, consisting of a 15-foot-wide  
111 buffer with a double hedgerow planted at 24 inches and maintained at 48 inches, two (2)  
112 large trees, and two (2) medium trees per 100 linear feet.
- 113 20. Primary entrances to all retail and commercial uses shall be designed for access from the  
114 interior of the site. Pedestrian and bicycle access shall be provided to Cowboy Way and  
115 the proposed Helms Road.
- 116 21. All buildings shall be interconnected with ground level pedestrian walkways.
- 117 22. Parking areas shall be screened from Cowboy Way and proposed Helms Road and from  
118 any properties adjacent to this development.
- 119 23. All necessary easements, dedications or other instruments shall be granted to the City of  
120 LaBelle as necessary to insure continued operation and maintenance of all service  
121 utilities.
- 122 24. All private roadways and common areas shall be continually maintained, at the Developer's  
123 or private entity's expense. The City of LaBelle shall have not responsibility for  
124 maintenance of privately owned facilities.
- 125 25. The horticultural waste recycling facility is permitted as an interim use until such time as  
126 the first certificate of occupancy is issued for the first phase of development within 1,500  
127 feet of the limits of the facility, at which time the operation must cease, or upon approval  
128 of a PUD amendment to allow the use on permanent basis.
- 129 26. Hours of operation for the horticultural waste recycling facility are limited to 7 a.m. to 5  
130 p.m. Monday through Friday, and 8 a.m. to 2 p.m. on Saturdays.
- 131 27. The operations will consist of horticultural debris piles no greater than 25 feet in height  
132 and approximately 200' x 100' in size. Piles must be separated by a minimum of 30 feet.
- 133 28. Debris will be processed by an on-site emission free incinerator to be operated a minimum  
134 of 700 feet from the PUD boundaries. The burning of debris with emissions or grinding of  
135 materials on site is prohibited.



- 136 29. On-site retail sales of horticultural materials is prohibited. A maximum of 40 truck trips  
137 per day are allowed and must be documented by the Applicant and/or operator via a daily  
138 log.
- 139 30. The Applicant must provide the City with copies of all required state and federal agency  
140 permits, including a Florida Department of Environmental Protection permit prior to  
141 commencement of any interim horticultural waste recycling facility activities.
- 142 31. Approval of this PUD does not in any way create any rights on the part of the applicant to  
143 obtain a permit from a state or federal agency and does not create any liability on the part  
144 of the City for issuance of the permit if the Applicant fails to obtain the requisite approvals  
145 or fulfill obligations imposed by a state or federal agency or undertakes actions that result  
146 in a violation of state or federal law. All other applicable state or federal permits must be  
147 obtained before commencement of the development.
- 148 32. All development and activities within the PUD must comply with all applicable NFPA  
149 standards, including but not limited to NFPA 1, Chapter 31, as may be amended, and the  
150 Operating Plan and Fire Protection, Control & Mitigation Plan.
- 151 33. Internal roadways and all access roads to the site from Cowboy Way and Helms Road to  
152 serve the interim horticultural waste recycling facility must be stabilized to accommodate  
153 emergency vehicles and be a minimum of 20 feet in width. No staging of trucks outside  
154 the PUD boundaries is permitted at any time.
- 155 34. Prior to issuance of a site construction permit for residential or commercial uses, a detailed  
156 site plan demonstrating the proposed residential and commercial development areas,  
157 including building footprints, must be scheduled for one (1) public meeting before the City  
158 Commission.
- 159 35. The PUD Master Concept Plan will remain valid for not more than five (5) years from the  
160 date of City Commission approval. Horizontal construction must commence within five  
161 (5) years or the MCP will be deemed vacated. Upon such time a new PUD zoning approval  
162 must be filed and approved by the City Commission.

163  
164 **Section 3. Conflict with other Ordinances.** The provisions of this article shall supersede any  
165 provisions of existing ordinances in conflict herewith to the extent of said conflict.

166  
167 **Section 4. Severability.** In the event that any portion of this ordinance is for any reason held  
168 invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a  
169 separate, distinct and independent provision, and such holding shall not affect the validity of the  
170 remaining portions of this ordinance.

171  
172 **Section 5. Effective Date.** This Ordinance shall become effective immediately upon its  
173 adoption.

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181 **PASSED AND ADOPTED** in open session this \_\_\_\_\_ day \_\_\_\_\_, 2024.

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THE CITY OF LABELLE, FLORIDA

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

**EXHIBIT A  
LEGAL DESCRIPTION**

210  
211  
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213 PARCEL 1  
214 THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION  
215 17, TOWNSHIP 42 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA.  
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217 PARCEL 2  
218 THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE  
219 NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST  
220 1/4 OF SECTION 17, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY,  
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223 PARCEL 3  
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226 A/K/A/ LOT 16, W.T. WILLIAMS UNRECORDED SUBDIVISION.  
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228 PARCEL 4  
229 THE EAST 1/2 OF THE NORTHEAST 1/4; EXCEPT THE NORTHEAST 1/4 OF THE  
230 NORTHEAST 1/4 OF THE NORTHEAST 1/4; EXCEPT ROAD RIGHT OF WAY, AS  
231 DESCRIBED IN OFFICIAL RECORDS BOOK 513, PAGE 313; EXCEPT THE NORTH 7.00  
232 FEET THEREOF AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE  
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234 LA CASA SUBDIVISION; EXCEPT LOT 1, BLOCK B, BELLE LA CASA SUBDIVISION,  
235 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 26, ALL  
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237 FLORIDA.  
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239 PARCEL 5  
240 THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE  
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247 SOUTHWEST 1/4, ALL LYING IN SECTION 17, TOWNSHIP 43 SOUTH, RANGE 29 EAST,  
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249  
250 PARCEL 6  
251 LOTS 1 AND 2, BLOCK 1, BELLE LA CASA SUBDIVISION. ACCORDING TO THE PLAT  
252 THEREOF RECORDED IN PLAT BOOK 2, PAGE 26, PUBLIC RECORDS OF HENDRY  
253 COUNTY, FLORIDA.

**EXHIBIT B  
SCHEDULE OF USES**

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*General:*

- Essential Services
- Water management facilities and features, such as lakes or fountains
- Temporary construction, sales and administrative offices
- Model homes (limited to 8)
- Kiosks
- Ornamental towers such as clock towers, flagpoles, etc., limited to a height of 30 feet
- Temporary uses as defined in LDC Section 4-70

*Residential:*

- Single –family dwellings
- Two-family dwellings
- Multi-family dwellings, including condominiums, lofts, apartments
- Townhouses
- Community and recreational facilities
- Accessory uses
- Manager’s office (limit 1)
- Gatehouse
- Signs per LDC Chapter 4-81
- Schools, public

*Recreational:*

- Food and confectionary kiosks
- Band shell/stage, gazebo and other similar structures
- Recreational facilities such as bocce ball, shuffleboard, lawn bowling courts, swimming pools
- Parking lots and parking structures that service the recreational amenities
- Community buildings
- Pumping stations, emergency generators – must be screened from public view
- Outdoor dining areas
- Sidewalk sales areas – require Special Exception approval
- Parks, passive areas, trails, etc.
- Accessory uses

*Commercial:*

- Multi-family dwellings, above commercial uses or as stand-alone buildings, not to exceed 6 du/acre
- Uses allowed in the B-1 zoning district, with or without Special Exception as described in the Use Table, LDC Section 4-70.9[5]
- Restaurants– no drive-throughs
- Personal services
- Museums, art galleries

- 299 Photographic studios
- 300 Gyms
- 301 Supermarkets and pharmacies
- 302 Communication facilities – require Special Exception approval
- 303 Clubs, lodges
- 304 Congregate living facilities
- 305 Animal sales and services
- 306 Convenience stores with gas pumps – limited to 8 two-sided pumps
- 307 Day Care
- 308 Drinking establishments as per LDC Chapter 3
- 309 Alcoholic beverage establishments, bars (neighborhood only, limited to max.  
310 5,000 gross square feet)
- 311 Outdoor sales, service or storage areas – only as accessory uses, must be screened  
312 from public areas
- 313 Temporary Uses, as per LDC Section 4-70.9[5]
- 314 Accessory Uses
- 315 Outdoor restaurant seating
- 316 Signs per LDC Chapter 4-81
- 317
- 318 *Interim Agricultural:*
- 319 Agricultural uses
- 320 Horticultural Waste Recycling, limited to fully enclosed incinerator and to be  
321 sited on the location shown on Exhibit E
- 322

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**EXHIBIT C  
SITE DEVELOPMENT REGULATIONS**

*Commercial/School Tracts:*

Site development regulations must comply with the B-2 zoning district standards set forth in the LDC

*Residential:*

<b>Residential Development Standards</b>							
Allowable Use	Max. Bldg. Lot Coverage	Min. Living Area (sq. ft. per unit)	Min. Lot Width (feet)	Minimum Setbacks (feet)			Max. Height
				Front	Side	Rear	
Single Family up to 2 Bedrooms	45%	700	60	15	7.5	20	35
Single Family, 3 bedrooms	45%	900	60	15	7.5	20	35
Two-Family, up to 2 Bedrooms	45%	900	70	15	7.5	20	35
Two-Family, max. 3 Bedrooms	45%	1,020	70	15	7.5	20	35
Multi-family Studio*	70%	500	N/A	20	25	20	35
Multi-family, One Bedroom	70%	750	N/A	20	25	20	35
Multi-family, Two Bedroom	70%	900	N/A	20	25	20	35
Multi-Family, Three Bedroom	70%	1,100	N/A	20	25	20	35
Townhouse, Two Bedroom	70%	900	15	20	0/25**	20	35
Accessory Structures				Same as above	Same as above	5	35

332 \*Living area with kitchenette, minimum of stove and refrigerator, sink in kitchen area, separate  
333 full bath, no separate bedroom.

334 \*\*Requires a minimum 25-foot setback between structures, 0 feet between attached units.

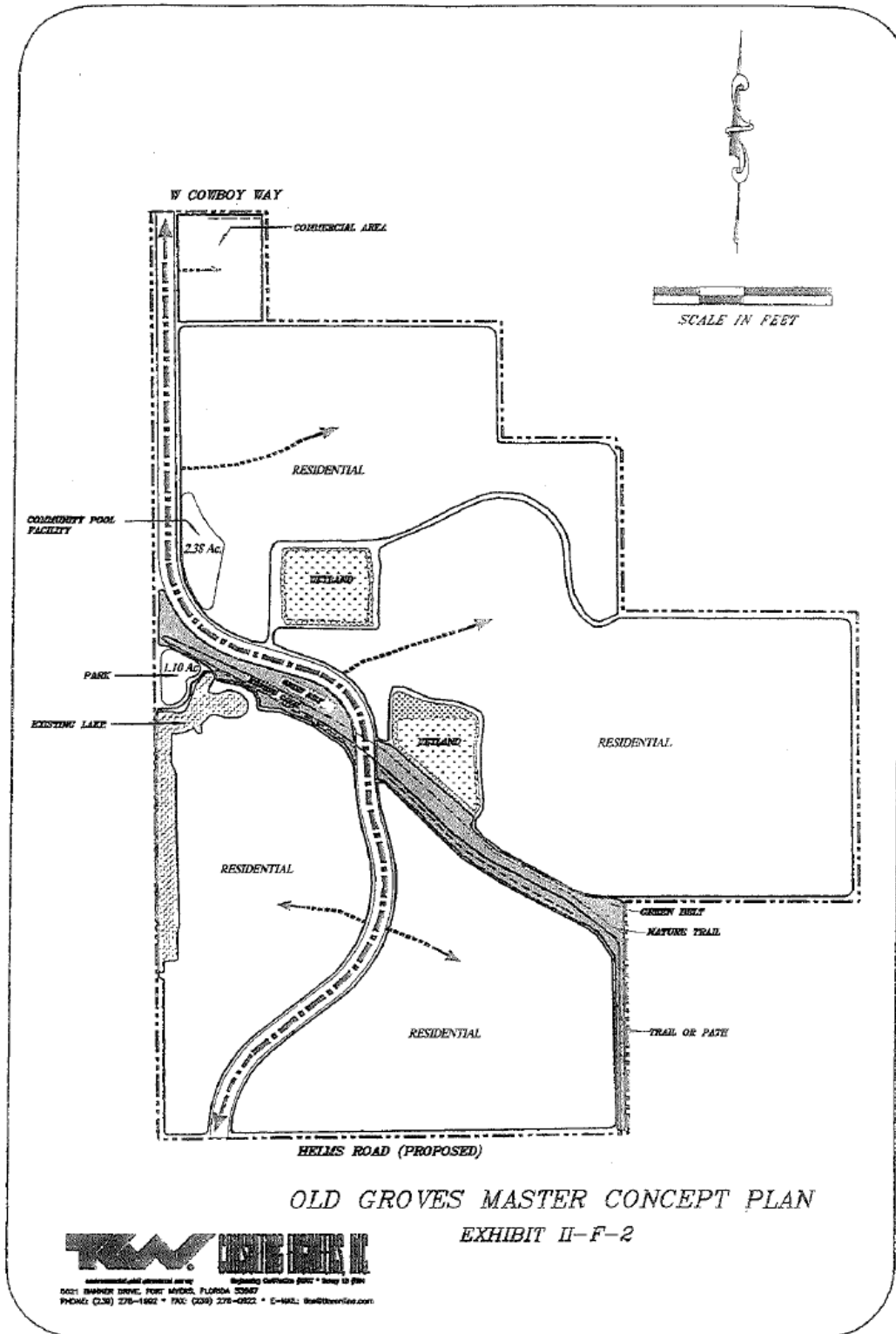
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*Interim Agricultural:*

Minimum 100 foot setback from all property lines for structures and material piles. The fully-enclosed incinerator must be a minimum of 250 feet from all property lines.

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### EXHIBIT D - MASTER CONCEPT PLAN

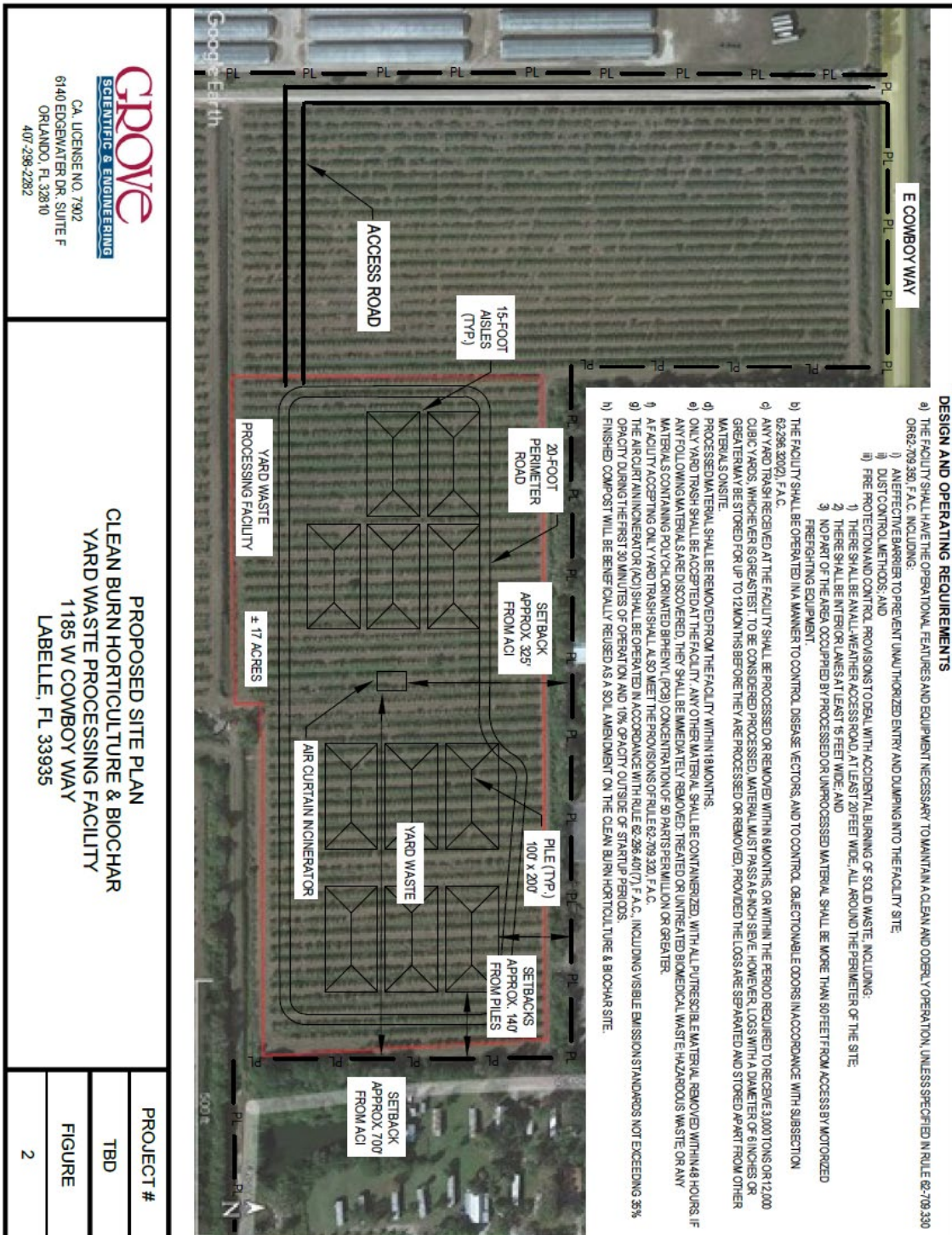


**TW** **THE WATKINS GROUP, INC.**  
 environmental, civil, structural survey      Engineering, Construction (EITC) • Survey (LS) (PE)  
 6021 SWANKER DRIVE, FORT MYERS, FLORIDA 33907  
 PHONE: (238) 278-1402 • FAX: (238) 278-0222 • E-MAIL: tw@thetwgroup.com

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EXHIBIT E – INTERIM HORTICULTURAL RECYCLING SITE PLAN



**GP GROVE**  
 SCIENTIFIC & ENGINEERING  
 CA. LICENSE NO. 7902  
 6140 EDGEWATER DR. SUITE F  
 ORLANDO, FL 32810  
 407-298-2282

**PROPOSED SITE PLAN**  
 CLEAN BURN HORTICULTURE & BIOCHAR  
 YARD WASTE PROCESSING FACILITY  
 1185 W COWBOY WAY  
 LABELLE, FL 33935

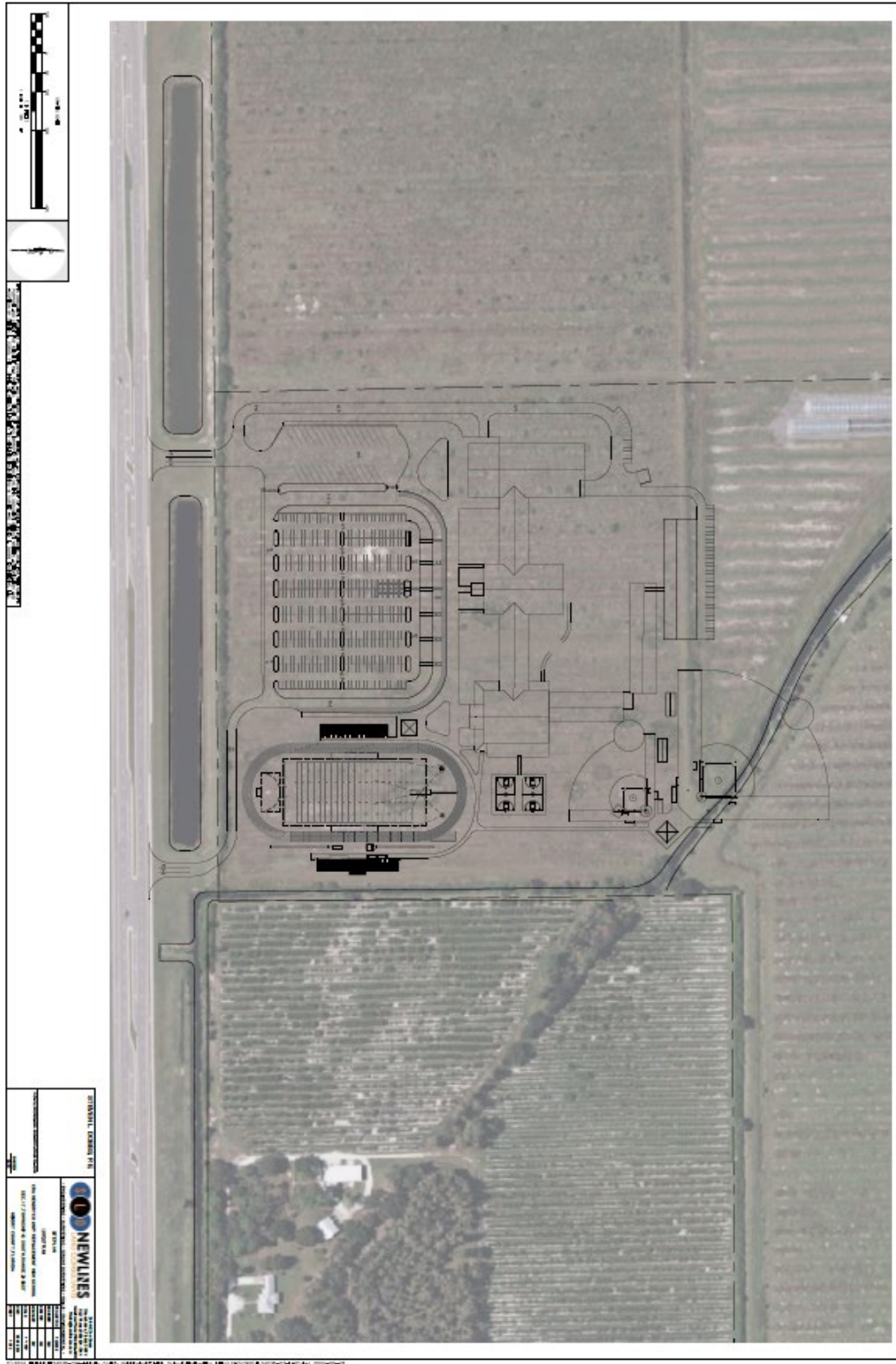
PROJECT #	TBD
FIGURE	2

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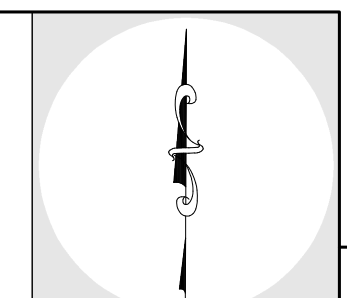
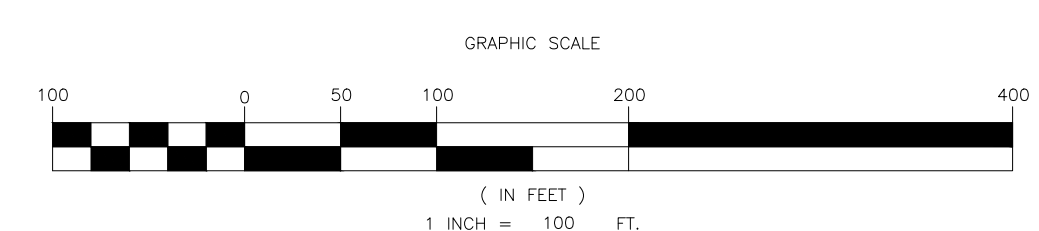
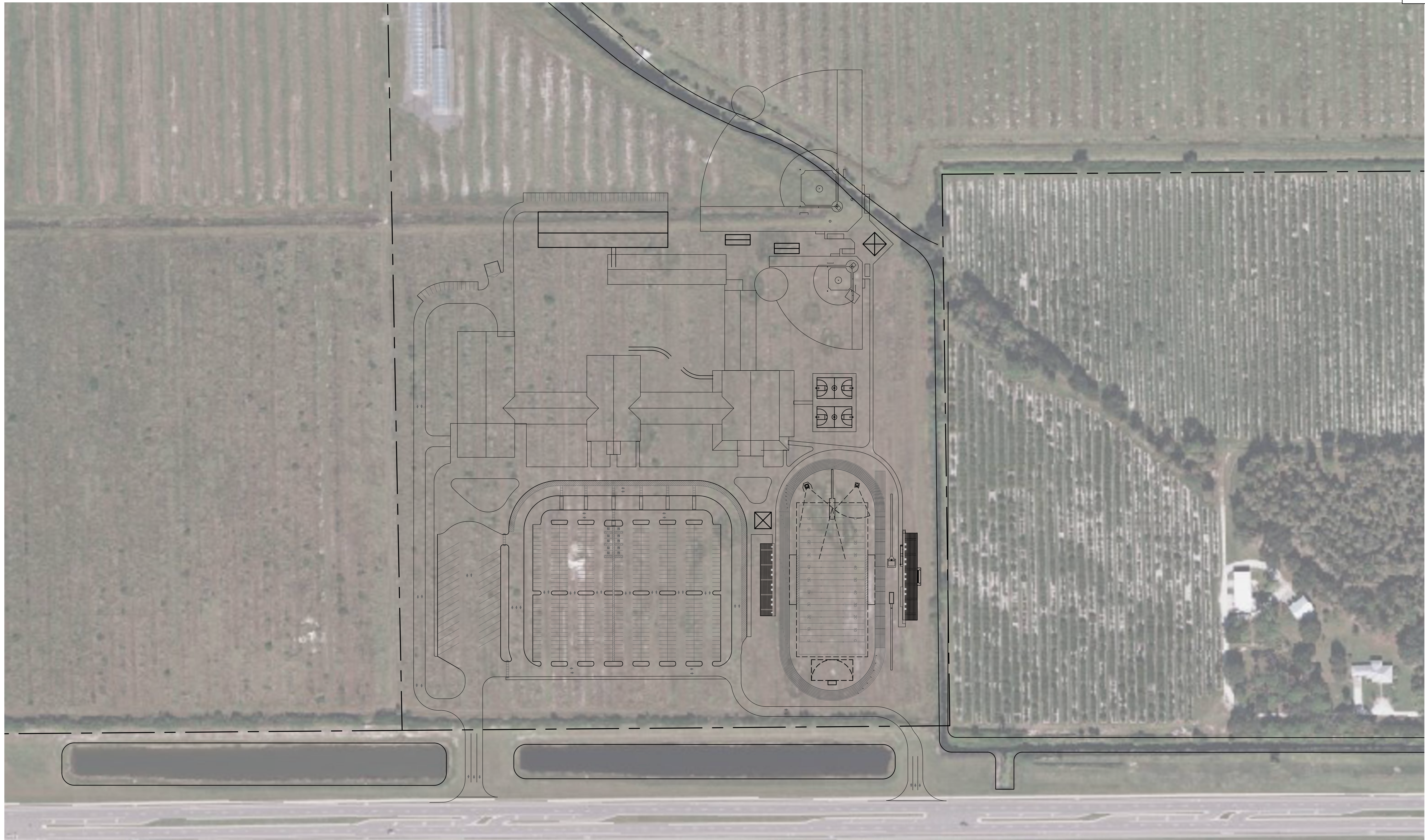
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### EXHIBIT F – SCHOOL SITE PLAN



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THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY STEVEN L. DOBBS, P.E., SHALL BE WITHOUT LIABILITY TO NEWLINES ENGINEERING & SURVEY AND STEVEN L. DOBBS ENGINEERING, LLC.

STEVEN L. DOBBS, P.E.

FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 48134



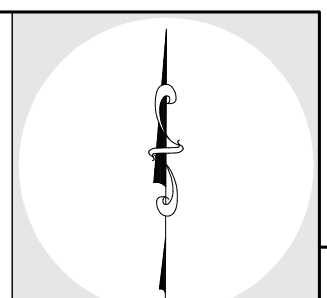
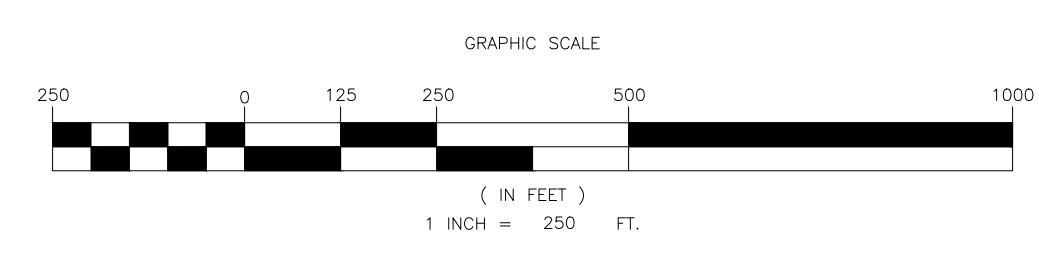
ENGINEERING • SURVEYING • DRONE SURVEYING • SOILS • ENVIRONMENTAL

**SITE PLAN**  
**LAYOUT PLAN**  
**CRA HENDRY COUNTY REPLACEMENT HIGH SCHOOL**  
 SEC. 17, TOWNSHIP 43 SOUTH, RANGE 29 EAST  
 HENDRY COUNTY, FLORIDA

PROJECT NO.	FL24038
ENGINEER	SLD
DRAFTER	XXX
MANAGER	EW
SCALE	1" = 100'
DATE	09-18-2024
SHEET	1 OF 2

2024-10-08-14:43:35-CRA-Hendry County Replacement High School\Engineering plans\CAD\DWG\FL24038-03-LAYOUT.dwg 2024-09-18





THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY STEVEN L. DOBBS, P.E., SHALL BE WITHOUT LIABILITY TO NEWLINES ENGINEERING & SURVEY AND STEVEN L. DOBBS ENGINEERING, LLC.

STEVEN L. DOBBS, P.E.

FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 48134



ENGINEERING • SURVEYING • DRONE SURVEYING • SOILS • ENVIRONMENTAL

**SITE PLAN**  
**LAYOUT PLAN**  
**CRA HENDRY COUNTY REPLACEMENT HIGH SCHOOL**  
 SEC. 17, TOWNSHIP 43 SOUTH, RANGE 29 EAST  
 HENDRY COUNTY, FLORIDA

PROJECT NO.	FL24038
ENGINEER	SLD
DRAFTER	xxx
MANAGER	EW
SCALE	1" = 250'
DATE	06-18-2024
SHEET	2 OF 2





**CITY OF LABELLE, FLORIDA**

**Planning Staff Report  
For  
Wheeler Grove PUD Amendment**

**TYPE OF CASE:** PUD Amendment

**STAFF REVIEWER:** Alexis Crespo, AICP

**DATE:** October 10, 2024

**APPLICANT:** Wheeler Properties, LLC and Town Grove, LLC

**AGENT:** Same as Applicant

**REQUEST:** Allow for an extension of the effective date of the PUD zoning approval and corresponding Master Concept Plan from October 8, 2025 to October 8, 2030.

**LOCATION:** East of Dr. Martin Luther King Jr. Blvd. & south of SR 80

**PROPERTY SIZE:** 56+/-acres

**FUTURE LAND USE DESIGNATION, CURRENT ZONING AND LAND USE:**

Existing Future Land Use Designation:	Outlying Mixed Use
Existing Zoning:	Planned Unit Development
Land Use:	Vacant/Agriculture

**SURROUNDING LAND USE:**

**North:** FLU – Outlying Mixed Use  
Zoning – Business General (B-2)  
Land Use – Vacant

**South:** FLU – Residential; Public  
Zoning – Multi-Family (R-3) & Single Family Residential (R-1)  
Land Use – Single-Family Residential; Duplex

**East:** FLU – Residential; Public  
Zoning – Single Family Residential (R-1A); Public Services (PS); Business Professional (B-1)  
Land Use – Single-Family Residential; Public

**West:** FLU – Residential; Public  
 Zoning – Residential (RNU); Public (PS); Business General (B-2)  
 Land Use – Single-Family Residential; Commercial; Public

**STAFF NARRATIVE:**

The 56-acre subject property was rezoned to Planned Unit Development (PUD) by the City Commission in October 2020, allowing for development of a maximum of 335 dwelling units, including a mix of single-family attached, detached and multi-family dwelling types. The maximum height was limited to 45 feet and the zoning ordinance contained numerous conditions relating to enhanced buffers, setbacks, sidewalks and other requirements.

The property owners conveyed a utility easement to the City of LaBelle to allow for access to the City's wastewater treatment plant facility to the east of the subject property.

Due to changes in market conditions, the Applicant is seeking a five (5) year extension to the PUD approval, extending the expiration date from October 8, 2025 to October 8, 2030. In addition to this modification to the zoning conditions, Staff has included minor changes to reflect current condition language relating to fire prevention and impact fees. The changes to conditions are shown in strikethrough/underline format below.

1. The Rezone request applied to the property is described in Exhibit 'A'.
2. The PUD is limited to a maximum of 335 dwelling units, limited to 110 single-family and 225 multi-family or townhouse dwelling units.
3. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit 'B'.
4. Development Standards will conform to the Development Standards Table, attached as Exhibit 'C'.
5. All development must conform to the general design of the Master Concept Plan contained in Exhibit 'D' and the requirements of the Land Development Code.
6. All buildings (including residential and any recreational amenity structures), signage and accessory structures within the development must have consistent architectural theme and color palette.
7. Site construction plans must demonstrate an internal sidewalk system to connect the residential buildings to on-site amenities and recreational areas, parking, and to the external sidewalk network.
8. A 5-foot-wide sidewalk must be installed along the Martin Luther King Jr. Blvd. frontage.
9. Residential buildings must be located a minimum of 100 feet from the City Wastewater Treatment Facility to the east of the project.
10. Development must connect to the City's potable water and sanitary sewer system. A demonstration of capacity will be required at the time of development, in addition to sufficient water pressure for a hydrant system and sprinklers within the building, if required by the Florida Building Code and NFPA fire prevention code.
11. The requirement for traffic signals and/or turn lanes at the project entrances will be evaluated at the time of site construction permit review.
12. The developer shall be required to obtain all necessary local, state, and federal permits for development prior to construction activities, including local site construction plan permit, plat (if applicable), and building permits.
13. The developer/owner or their designee, which may include a property owners association (POA) or homeowner's association (HOA) must maintain common areas, parking areas, and

- infrastructure within the community. If a POA/HOA is established, documents must be provided to the City at the time of site construction plan permitting.
14. A minimum of 30% of the development, or 16.8+/- acres, of open space shall be provided within the PUD. A minimum of 5 acres must be usable open space, which may include active and passive recreation areas.
  15. Parking for residential dwelling unit shall be provided in accordance with the Land Development Code. In addition, any common residential recreation area on the site must include a minimum of three (3) parking spaces including one (1) ADA space.
  16. Dumpsters, recycling facilities and service areas must be located a minimum of 25 feet from the PUD perimeter and be screened via an opaque wall, fence or enclosure that is a minimum 6-feet in height.
  17. The three (3) building areas located at the south of the PUD must be setback a minimum of 50 feet from the PUD boundary.
  18. An enhanced 25-foot right-of-way buffer must be provided on the Dr. Martin Luther King Jr. Blvd. frontage. The buffer must include a double-staggered hedgerow, two (2) large trees, and two (2) medium trees per per 100 linear feet. The double-staggered hedgerow must be 36-inches at time of planting and maintained at 48 inches.
  19. 25-foot-wide buffers must be provided along the southern, northern, and eastern boundaries of the PUD. The buffer must include a double-staggered hedgerow, and three (3) large trees per 100 linear feet. The double-staggered hedgerow must be 36-inches at time of planting and maintained at 48 inches.
  20. A 50-foot-wide buffer must be provided where the project abuts the City wastewater treatment plan in the area shown on the Master Concept Plan. The buffer must include an 8-foot tall opaque wall or fence and five (5) large medium trees per 100 linear feet.
  21. The site construction plan permits must demonstrate one (1) covered bus stop for school-age children at one (1) of the project entrances on Dr. Martin Luther King, Jr. Blvd.
  22. The PUD Master Concept Plan will remain valid for not more than ~~five (5)~~ ten (10) years from the date of City Commission approval. Horizontal construction must commence within ~~five (5)~~ ten (10) years or the MCP will be deemed vacated. Upon such time a new PUD zoning approval must be filed and approved by the City Commission. A one (1) time extension two (2) years may be submitted to the City prior to vacation of the MCP.
  23. The City is conducting a risk assessment and capital planning for adequate fire protection. The project may be subject in the future to impact fees or capital assessments to address the project impact.

**SUGGESTED MOTION(S):**

**APPROVAL:**

I make a motion to approve the Wheeler Grove PUD Amendment.

**APPROVAL WITH CONDITIONS:**

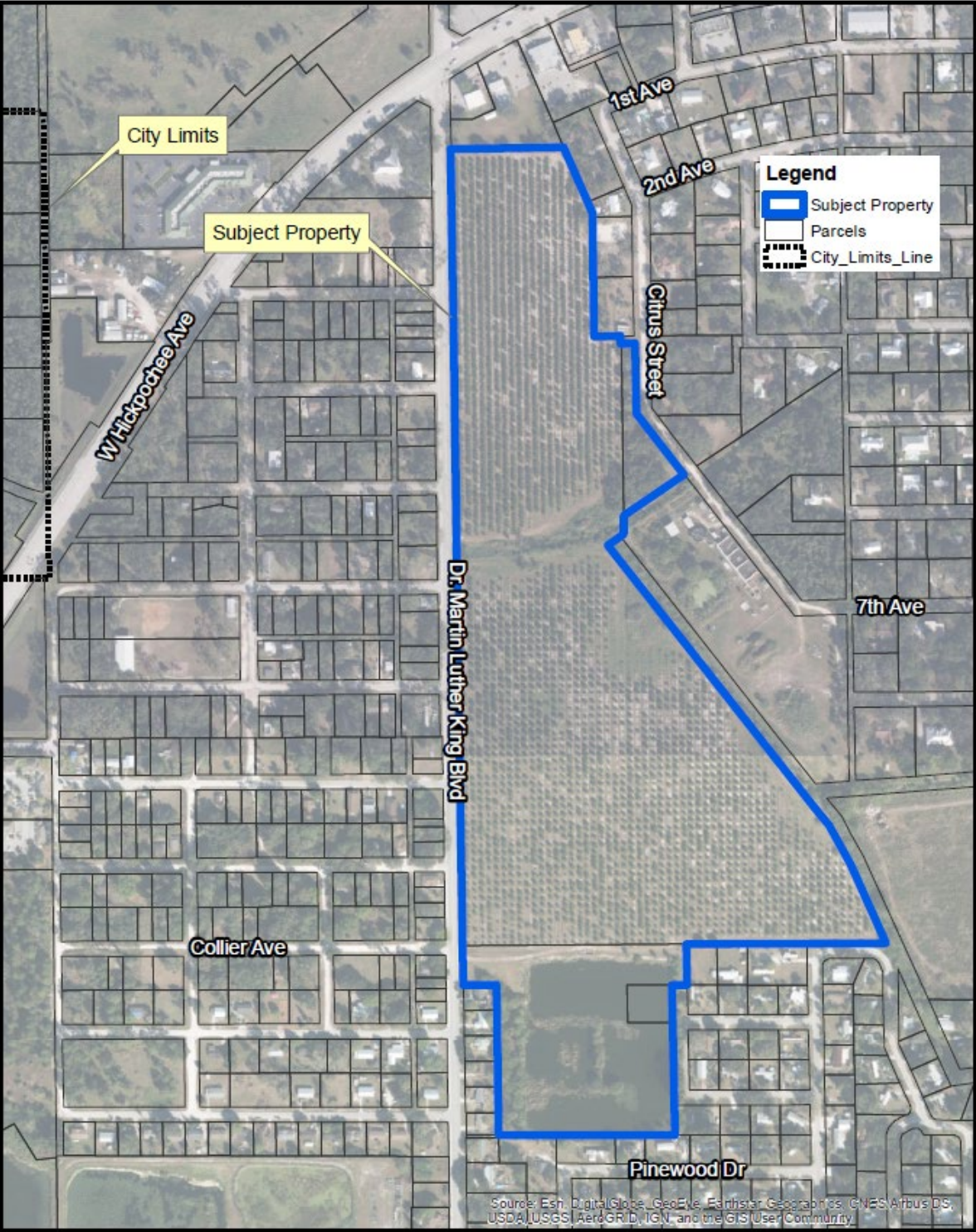
I make a motion to approve the Wheeler Grove PUD Amendment, with the following condition(s):

- 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:**

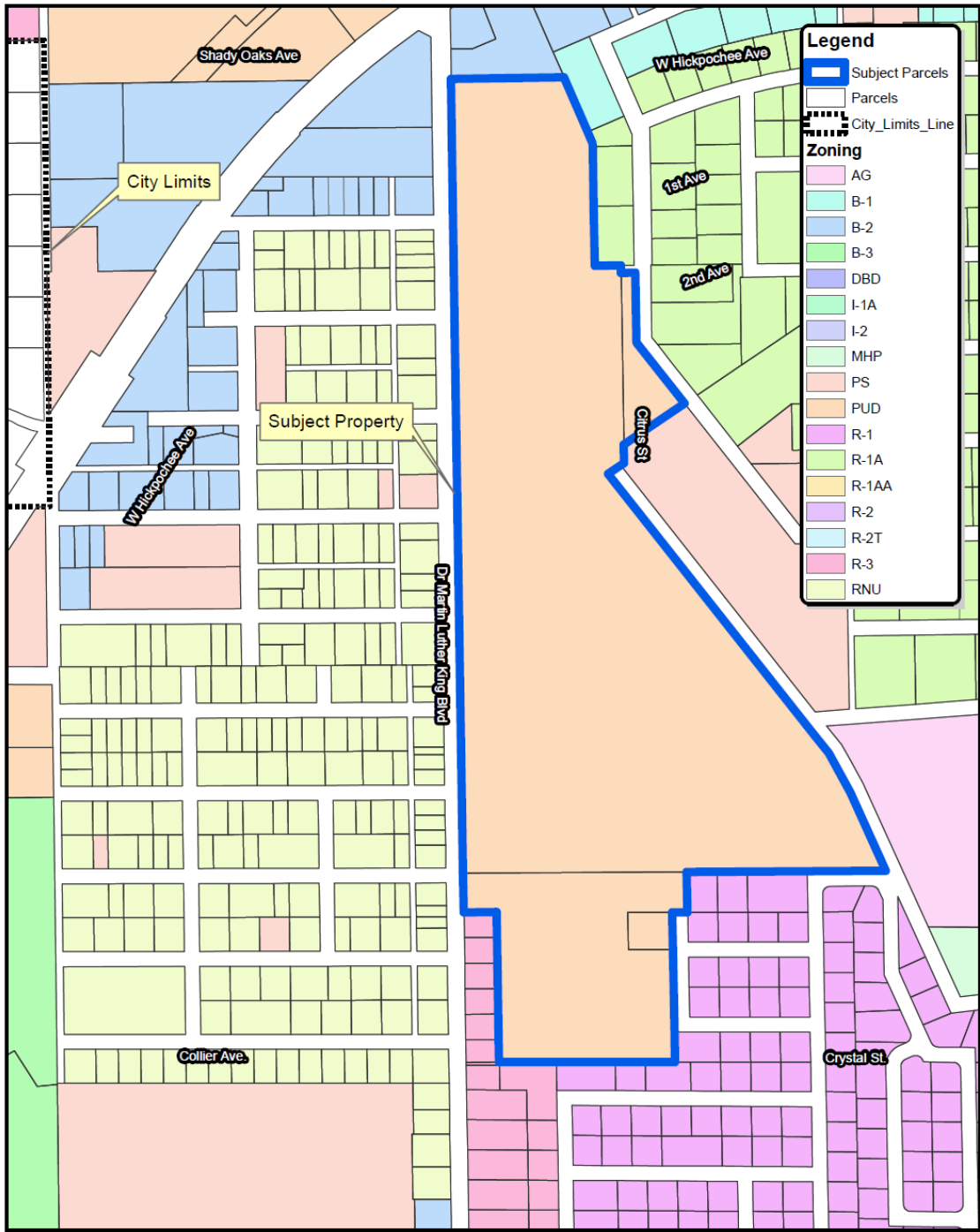
I make a motion to deny the Wheeler Grove PUD Amendment. The request does not meet the criteria:

LOCATION MAP





### CURRENT ZONING MAP



**EXHIBIT A  
LEGAL DESCRIPTION**

**PARCEL 1 (O.R.B. 800, PG. 326)**

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 29 EAST, IN LABELLE, HENDRY COUNTY, FLORIDA. AND RUN NORTH 89 DEGREES 34 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4-NORTHWEST 1/4, 33 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD S731 AND POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 48 MINUTES 20 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE, 1950.9 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 30 SECONDS EAST 375.4 FEET; THENCE SOUTH 23 DEGREES 33 MINUTES 40 SECONDS EAST, 237 FEET; THENCE SOUTH 0 DEGREES 59 MINUTES EAST, 411.01 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 30 SECONDS EAST 87.64 FEET; THENCE SOUTH 0 DEGREES 50 MINUTES 30 SECONDS EAST, 658.4 FEET; THENCE SOUTH 55 DEGREES 46 MINUTES WEST, 65.22 FEET; THENCE SOUTH 38 DEGREES 12 MINUTES EAST, 1107.55 FEET; THENCE SOUTH 39 DEGREES 19 MINUTES EAST, 78.31 FEET; THENCE SOUTH 28 DEGREES 25 MINUTES EAST, 139.66 FEET; THENCE SOUTH 24 DEGREES 25 MINUTES EAST, 296.88 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS WEST, 1406.7 FEET TO THE EAST R/W LINE OF STATE ROAD S731; THENCE NORTH 0 DEGREES 50 MINUTES WEST, ALONG SAID EAST R/W LINE, 709.5 FEET TO THE POINT OF BEGINNING. CONTAINING 46.0 ACRES AND SUBJECT TO A STATE ROAD DEPARTMENT DRAINAGE EASEMENT AS RECORDED IN DEED BOOK 18, PAGE 564, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

AND

**PARCEL 2 (O.R.B. 645, PG. 120)**

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND RUN S 89°12'30" W, ALONG THE SOUTH LINE OF W.T. MADDOX'S FIRST ADDITION TO BELMONT, AS RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, (SAID LINE ALSO BEING THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4), A DISTANCE OF 685.08 FEET TO THE WESTERLY RIGHT OF WAY LINE OF A FIFTY (50) FOOT WIDE STREET AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S 00°59'16" E, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 257.88 FEET; THENCE S 38°13'13" E, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 308.45 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A STATE ROAD DEPARTMENT DITCH EASEMENT AS MAINTAINED, AND OCCUPIED AND MONUMENTED AND THE NORTHEASTERLY CORNER OF THE CITY OF LABELLE SEWER PLANT PROPERTY; THENCE S 55°43'11" W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF THE CITY OF LABELLE SEWER PLANT PROPERTY, A DISTANCE OF 281.96 FEET TO THE EAST LINE OF A CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 139, PAGE 304, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE N 00°49'47" W, ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 139, PAGE 304, A DISTANCE OF 658.40 FEET TO THE SOUTH LINE OF SAID W.T. MADDOX'S FIRST ADDITION TO BELMONT; THENCE N 89°12'30" E, ALONG THE SOUTH LINE OF SAID W.T. MADDOX'S FIRST ADDITION TO BELMONT, A DISTANCE

OF 47.25 FEET TO THE POINT OF BEGINNING. SUBJECT TO A STATE ROAD DEPARTMENT DRAINAGE DITCH EASEMENT AS RECORDED IN DEED BOOK 18, PAGE 564, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.  
AND

**PARCEL 3 (O.R.B. 746, PG. 174)**

BEGINNING 709 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA; THENCE RUN EAST 730.10 FEET; THENCE RUN SOUTH 122.95 FEET; THENCE RUN WEST 200 FEET; THENCE SOUTH 125.00 FEET; THENCE RUN EAST 150 FEET; THENCE RUN SOUTH 375 FEET; THENCE RUN WEST 570 FEET; THENCE RUN NORTH 500 FEET; THENCE RUN WEST 110 FEET; THENCE RUN NORTH 130 FEET TO THE POINT OF BEGINNING.  
AND

**PARCEL 4 (O.R.B. 746, PG. 172)**

LOT 1, BLOCK 12, W.T. MADDOX'S FIRST ADDITION TO ENGLEWOOD TERRACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 107, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

**EXHIBIT B  
SCHEDULE OF USES**

Residential Accessory Structures

Residential Dwelling Units

North of Primary Entrance:

Single-Family Detached

Single-Family Attached

Duplex

Triplex

Quadraplex

Townhouse

South of Primary Entrance:

Single-Family Detached

Single-Family Attached

Duplex

Triplex

Quadraplex

Townhouse

Multi-Family

Essential services, such as but not limited to cable, fiber optic, public utilities

Fences and walls in accordance with LDC Chapter 4

Gates and gatehouses

Model Home/Unit

Recreational amenities, private, on-site

Community Structures, including but not limited to clubhouse, pool

Playgrounds

Signs per Chapter 4 of LDC

**EXHIBIT C  
SITE DEVELOPMENT REGULATIONS**

	Single-Family Detached	Single-Family Attached	Duple x	Townhouse	Triplex Quadplex	Multi-Family	Amenity/ Clubhouse
Min. Lot Size	5,000 SF	1,950 SF	5,000 SF/ building	1,600 SF	N/A	N/A	10,000 SF
Min. Depth	100'	65'	100'	100'	N/A	N/A	N/A
Min. Width	50'	30'	50'	16'	N/A	N/A	N/A
Max. Height <sup>(1)</sup>	35'	35'	35'	35'	35'	45'	35'
Max. Lot Coverage	50%	65%	65%	70%	70%	70%	50%
Min. Unit Size	1,200 SF	800 SF	800 SF	800 SF	750 SF	750 SF	N/A
<b>BUILDING SETBACKS</b>							
Martin Luther King Jr. Blvd.	25'	25'	25'	25'	25'	25'	25'
Street/Front(1)	20'	20'	20'	20'	20'	20'	20'
Side	6'	0'/7.5'	0'/7.5'	0'/7.5'	½ Building Height	½ Building Height	½ Building Height
Rear (Principal)	15'	15'	10'	10'	10'	10'	10'
Rear (Accessory)	5'	5'	5'	5'	5'	5'	5'
Waterbody	25'	25'	25'	25'	25'	25'	25'
PUD Perimeter Setbacks (2)	25'	25'	25'	25'	25'	25'	25'

(1) Secondary front yards on corner lots may be reduced to 15 feet.

Residential buildings must be setback a minimum of 100 feet from the shared property line with the City wastewater treatment facility, and 50 feet from the southern property line



CITY OF LABELLE  
ORDINANCE 2024-11  
WHEELER GROVE PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 56+/-ACRE PROPERTY LOCATED IMMEDIATELY EAST OF DR. MARTIN LUTHER KING JR. BLVD. AND SOUTH OF STATE ROAD 80; AMENDING THE ZONING DISTRICT FROM AGRICULTURE (AG), SINGLE-FAMILY-LOW DENSITY (R-1A), AND SINGLE-FAMILY MEDIUM DENSITY (R-1) 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.

WHEREAS, Wheeler Properties, LLC and Town Grove, LLC are the “Owners” of real property, located south of State Road 80/West Hickpochee Avenue and east of Dr. Martin Luther King Jr. Blvd., City of LaBelle, Florida, further described in Exhibit “A”, attached hereto;

WHEREAS, the City of LaBelle adopted the Outlying Mixed-Use future land use category to allow for development of master-planned communities providing a full range of housing types; and

WHEREAS, the Owner, filed an application to rezone the subject property to Planned Unit Development to allow for the development of a residential community consistent with the City’s intent for the Outlying Mixed-Use future land use category; and

WHEREAS, after duly advertised public hearings held on July 9, 2020 before the LaBelle Local Planning Agency “LPA”, and on August 13, 2020 and October 8, 2020 before the City Commission; and,

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

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

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

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



45           **Section 2.** The above-mentioned Planned Unit Development (PUD) is hereby amended,  
46 upon a finding that this is the most appropriate use of the property and this use will promote,  
47 protect and improve the health, safety, comfort, good order, appearance, convenience and general  
48 welfare of the public subject to the following conditions:  
49

- 50           1. The Rezone request applied to the property is described in Exhibit ‘A’.
- 51           2. The PUD is limited to a maximum of 335 dwelling units, limited to 110 single-family and  
52           225 multi-family or townhouse dwelling units.
- 53           3. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit  
54           ‘B’.
- 55           4. Development Standards will conform to the Development Standards Table, attached as  
56           Exhibit ‘C’.
- 57           5. All development must conform to the general design of the Master Concept Plan contained  
58           in Exhibit ‘D’ and the requirements of the Land Development Code.
- 59           6. All buildings (including residential and any recreational amenity structures), signage and  
60           accessory structures within the development must have consistent architectural theme and  
61           color palette.
- 62           7. Site construction plans must demonstrate an internal sidewalk system to connect the  
63           residential buildings to on-site amenities and recreational areas, parking, and to the external  
64           sidewalk network.
- 65           8. A 5-foot wide sidewalk must be installed along the Martin Luther King Jr. Blvd. frontage.
- 66           9. Residential buildings must be located a minimum of 100 feet from the City Wastewater  
67           Treatment Facility to the east of the project.
- 68           10. Development must connect to the City’s potable water and sanitary sewer system. A  
69           demonstration of capacity will be required at the time of development, in addition to  
70           sufficient water pressure for a hydrant system and sprinklers within the building, if required  
71           by the Florida Building Code and NFPA fire prevention code.
- 72           11. The requirement for traffic signals and/or turn lanes at the project entrances will be  
73           evaluated at the time of site construction permit review.
- 74           12. The developer shall be required to obtain all necessary local, state, and federal permits for  
75           development prior to construction activities, including local site construction plan permit,  
76           plat (if applicable), and building permits.
- 77           13. The developer/owner or their designee, which may include a property owners association  
78           (POA) or homeowner’s association (HOA) must maintain common areas, parking areas,  
79           and infrastructure within the community. If a POA/HOA is established, documents must  
80           be provided to the City at the time of site construction plan permitting.
- 81           14. A minimum of 30% of the development, or 16.8+/- acres, of open space shall be provided  
82           within the PUD. A minimum of 5 acres must be usable open space, which may include  
83           active and passive recreation areas.
- 84           15. Parking for residential dwelling unit shall be provided in accordance with the Land  
85           Development Code. In addition, any common residential recreation area on the site must  
86           include a minimum of three (3) parking spaces including one (1) ADA space.
- 87           16. Dumpsters, recycling facilities and service areas must be located a minimum of 25 feet  
88           from the PUD perimeter and be screened via an opaque wall, fence or enclosure that is a  
89           minimum 6-feet in height.

- 90 17. The three (3) building areas located at the south of the PUD must be setback a minimum
- 91 of 50 feet from the PUD boundary.
- 92 18. An enhanced 25-foot right-of-way buffer must be provided on the Dr. Martin Luther King
- 93 Jr. Blvd. frontage. The buffer must include a double-staggered hedgerow, two (2) large
- 94 trees, and two (2) medium trees per per 100 linear feet. The double-staggered hedgerow
- 95 must be 36-inches at time of planting and maintained at 48 inches.
- 96 19. 25-foot wide buffers must be provided along the southern, northern, and eastern boundaries
- 97 of the PUD. The buffer must include a double-staggered hedgerow, and three (3) large trees
- 98 per 100 linear feet. The double-staggered hedgerow must be 36-inches at time of planting
- 99 and maintained at 48 inches.
- 100 20. A 50-foot wide buffer must be provided where the project abuts the City wastewater
- 101 treatment plan in the area shown on the Master Concept Plan. The buffer must include an
- 102 8-foot tall opaque wall or fence and five (5) large medium trees per 100 linear feet.
- 103 21. The site construction plan permits must demonstrate one (1) covered bus stop for school-
- 104 age children at one (1) of the project entrances on Dr. Martin Luther King, Jr. Blvd.
- 105 22. The PUD Master Concept Plan will remain valid for not more than five (5) years from the
- 106 date of City Commission approval. Horizontal construction must commence within five
- 107 (5) years or the MCP will be deemed vacated. Upon such time a new PUD zoning approval
- 108 must be filed and approved by the City Commission. A one (1) time extension two (2)
- 109 years may be submitted to the City prior to vacation of the MCP.

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

113  
 114 **Section 4. Severability.** In the event that any portion of this ordinance is for any reason held  
 115 invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a  
 116 separate, distinct and independent provision, and such holding shall not affect the validity of the  
 117 remaining portions of this ordinance.

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

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124 **PASSED AND ADOPTED** in open session this \_\_\_\_\_ day \_\_\_\_\_, 2024.

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THE CITY OF LABELLE, FLORIDA

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

Attest: \_\_\_\_\_  
Tijauna Warner, MMC, Deputy City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

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**EXHIBIT A  
LEGAL DESCRIPTION**

PARCEL 1 (O.R.B. 800, PG. 326)

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 29 EAST, IN LABELLE, HENDRY COUNTY, FLORIDA. AND RUN NORTH 89 DEGREES 34 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4-NORTHWEST 1/4, 33 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD S731 AND POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 48 MINUTES 20 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE, 1950.9 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 30 SECONDS EAST 375.4 FEET; THENCE SOUTH 23 DEGREES 33 MINUTES 40 SECONDS EAST, 237 FEET; THENCE SOUTH 0 DEGREES 59 MINUTES EAST, 411.01 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 30 SECONDS EAST 87.64 FEET; THENCE SOUTH 0 DEGREES 50 MINUTES 30 SECONDS EAST, 658.4 FEET; THENCE SOUTH 55 DEGREES 46 MINUTES WEST, 65.22 FEET; THENCE SOUTH 38 DEGREES 12 MINUTES EAST, 1107.55 FEET; THENCE SOUTH 39 DEGREES 19 MINUTES EAST, 78.31 FEET; THENCE SOUTH 28 DEGREES 25 MINUTES EAST, 139.66 FEET; THENCE SOUTH 24 DEGREES 25 MINUTES EAST, 296.88 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS WEST, 1406.7 FEET TO THE EAST R/W LINE OF STATE ROAD S731; THENCE NORTH 0 DEGREES 50 MINUTES WEST, ALONG SAID EAST R/W LINE, 709.5 FEET TO THE POINT OF BEGINNING. CONTAINING 46.0 ACRES AND SUBJECT TO A STATE ROAD DEPARTMENT DRAINAGE EASEMENT AS RECORDED IN DEED BOOK 18, PAGE 564, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

AND

PARCEL 2 (O.R.B. 645, PG. 120)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND RUN S 89°12'30 W, ALONG THE SOUTH LINE OF W.T. MADDOX'S FIRST ADDITION TO BELMONT, AS RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, (SAID LINE ALSO BEING THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4), A DISTANCE OF 685.08 FEET TO THE WESTERLY RIGHT OF WAY LINE OF A FIFTY (50) FOOT WIDE STREET AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S 00°59'16" E, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 257.88 FEET; THENCE S 38°13'13" E, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 308.45 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A STATE ROAD DEPARTMENT DITCH EASEMENT AS

199 MAINTAINED, AND OCCUPIED AND MONUMENTED AND THE NORTHEASTERLY  
200 CORNER OF THE CITY OF LABELLE SEWER PLANT PROPERTY; THENCE S 55°43'11"  
201 W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF  
202 THE CITY OF LABELLE SEWER PLANT PROPERTY, A DISTANCE OF 281.96 FEET TO  
203 THE EAST LINE OF A CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS  
204 BOOK 139, PAGE 304, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE N  
205 00°49'47" W, ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN  
206 OFFICIAL RECORDS BOOK 139, PAGE 304, A DISTANCE OF 658.40 FEET TO THE  
207 SOUTH LINE OF SAID W.T. MADDOX'S FIRST ADDITION TO BELMONT; THENCE N  
208 89°12'30" E, ALONG THE SOUTH LINE OF SAID W.T. MADDOX'S FIRST ADDITION TO  
209 BELMONT, A DISTANCE OF 47.25 FEET TO THE POINT OF BEGINNING. SUBJECT TO  
210 A STATE ROAD DEPARTMENT DRAINAGE DITCH EASEMENT AS RECORDED IN  
211 DEED BOOK 18, PAGE 564, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

212 AND

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214 PARCEL 3 (O.R.B. 746, PG. 174)

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216 BEGINNING 709 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4  
217 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 29 EAST,  
218 HENDRY COUNTY, FLORIDA; THENCE RUN EAST 730.10 FEET; THENCE RUN SOUTH  
219 122.95 FEET; THENCE RUN WEST 200 FEET; THENCE SOUTH 125.00 FEET; THENCE  
220 RUN EAST 150 FEET; THENCE RUN SOUTH 375 FEET; THENCE RUN WEST 570 FEET;  
221 THENCE RUN NORTH 500 FEET; THENCE RUN WEST 110 FEET; THENCE RUN NORTH  
222 130 FEET TO THE POINT OF BEGINNING.

223 AND

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225 PARCEL 4 (O.R.B. 746, PG. 172)

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227 LOT 1, BLOCK 12, W.T. MADDOX'S FIRST ADDITION TO ENGLEWOOD TERRACE,  
228 ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 107, OF  
229 THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

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**EXHIBIT B**  
**SCHEDULE OF USES**

- Residential Accessory Structures
- Residential Dwelling Units
  - North of Primary Entrance:
    - Single-Family Detached
    - Single-Family Attached
    - Duplex
    - Triplex
    - Quadraplex
    - Townhouse
  - South of Primary Entrance:
    - Single-Family Detached
    - Single-Family Attached
    - Duplex
    - Triplex
    - Quadraplex
    - Townhouse
    - Multi-Family
- Essential services, such as but not limited to cable, fiber optic, public utilities
- Fences and walls in accordance with LDC Chapter 4
- Gates and gatehouses
- Model Home/Unit
- Recreational amenities, private, on-site
  - Community Structures, including but not limited to clubhouse, pool
  - Playgrounds
- Signs per Chapter 4 of LDC

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### EXHIBIT C SITE DEVELOPMENT REGULATIONS

	Single-Family Detached	Single-Family Attached	Duplex	Townhouse	Triplex Quadplex	Multi-Family	Amenity/ Clubhouse
Min. Lot Size	5,000 SF	1,950 SF	5,000 SF/ building	1,600 SF	N/A	N/A	10,000 SF
Min. Depth	100'	65'	100'	100'	N/A	N/A	N/A
Min. Width	50'	30'	50'	16'	N/A	N/A	N/A
Max. Height <sup>(1)</sup>	35'	35'	35'	35'	35'	45'	35'
Max. Lot Coverage	50%	65%	65%	70%	70%	70%	50%
Min. Unit Size	1,200 SF	800 SF	800 SF	800 SF	750 SF	750 SF	N/A
<b>BUILDING SETBACKS</b>							
Martin Luther King Jr. Blvd.	25'	25'	25'	25'	25'	25'	25'
Street/Front(1)	20'	20'	20'	20'	20'	20'	20'
Side	6'	0'/7.5'	0'/7.5'	0'/7.5'	½ Building Height	½ Building Height	½ Building Height
Rear (Principal)	15'	15'	10'	10'	10'	10'	10'
Rear (Accessory)	5'	5'	5'	5'	5'	5'	5'
Waterbody	25'	25'	25'	25'	25'	25'	25'
PUD Perimeter Setbacks (2)	25'	25'	25'	25'	25'	25'	25'

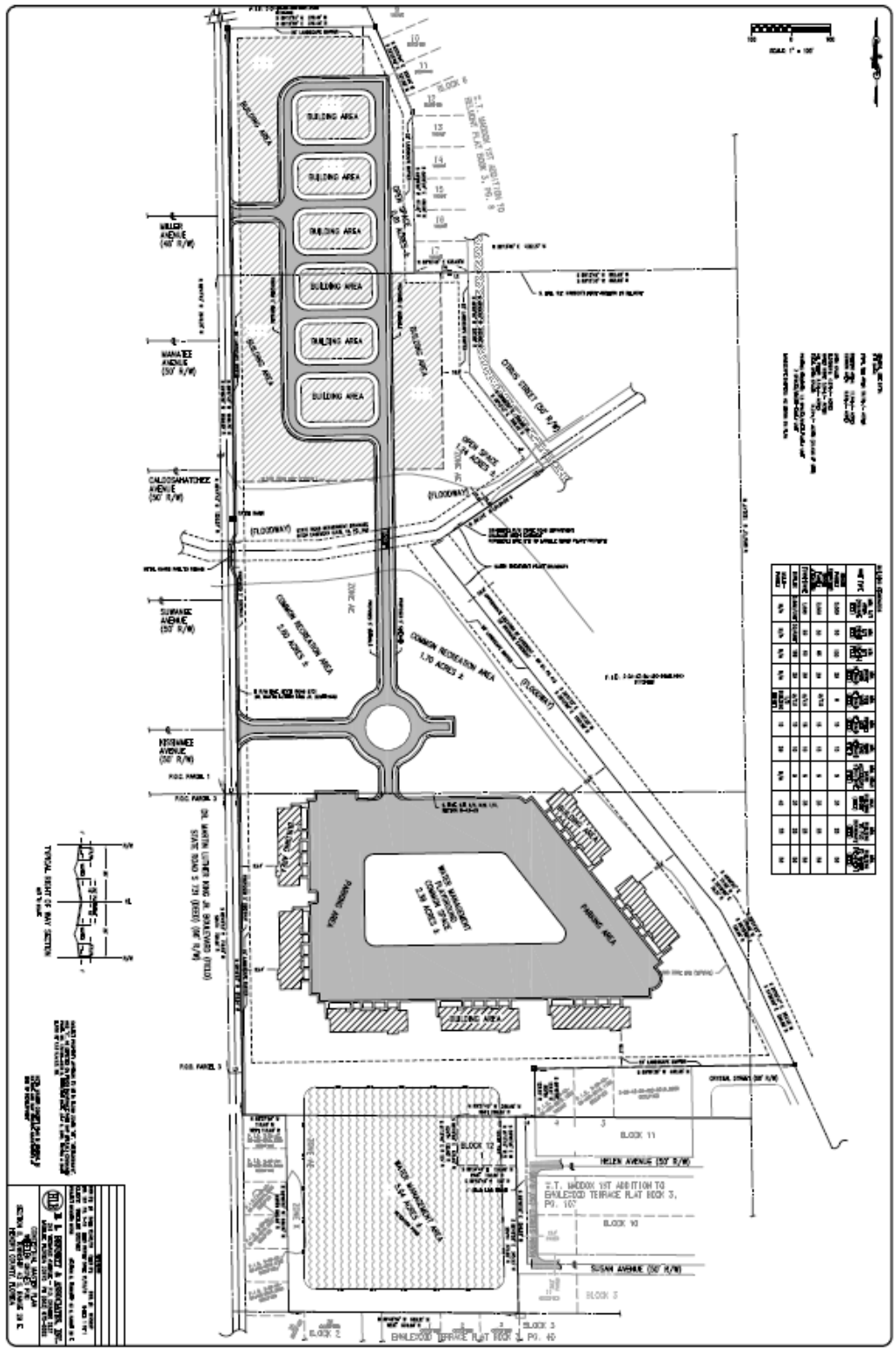
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- (1) Secondary front yards on corner lots may be reduced to 15 feet.
- (2) Residential buildings must be setback a minimum of 100 feet from the shared property line with the City wastewater treatment facility, and 50 feet from the southern property line.



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### EXHIBIT D MASTER CONCEPT PLAN



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

**To:** Honorable Mayor and City Commission  
**Prepared By:** Tijauna Warner, Deputy City Clerk  
**Date of Meeting:** October 10, 2024  
**Date Submitted:** October 1, 2024  
**Title of Agenda Item:** Rate Increases 80% Sewer and 50% Water  
**Agenda Location:** Public Hearing

---

**Report in brief:** The utility is classified as an Enterprise Fund for financial reporting purposes. Monthly user rates are designed to cover the costs associated with service delivery; however, the utility faces several significant challenges, including the impacts of inflation on operational, maintenance, and capital project costs, as well as compliance with existing loan agreement rate covenants. To ensure sufficient net revenues for debt service obligations, the City must revise rates as necessary, as detailed in the Rate Study conducted by Raftelis.

**Staff Comments:** Utilities Department agrees with the rate study provided by Raftelis.

**Fiscal Impact:** Yes

**Recommended Actions:** Commission make a motion to approve the affirm rate increases 80% Sewer and 50% Water, and to adopt connection fees and the fee schedule as presented.

# City of Labelle

Water and Wastewater Utility

Rate and Connection Fee

Study Presentation

Abbreviated for October 10, 2024

Presented July 11, 2024



*LaBelle*

FL

# Prior Presentation Recap

- Utility is reported as an **Enterprise Fund** for financial reporting purposes
  - › Monthly user rates pay the costs of providing service
- Major issues facing utility
  - › Impacts of inflation on the cost of operation and maintenance and capital projects
    - Consumer Price Index – 20% increase since 2019
    - Construction Materials Index – 41% increase since 2019
    - Industrial Chemicals Index – 25% increase since 2019
  - › All these increases have been absorbed by current utility rates

# Prior Presentation Recap (cont.)

- Major issues facing utility (cont.)
  - › Significant capital needs projected for FYs 2024 – 2028 (\$130 million)
    - Consent orders, renewal and replacements, and expansions of capacity
  - › Projected increases in annual debt service payments associated with funding of current and future capital projects
  - › Existing loan agreement rate covenant requirements:
    - City must revise rates to the extent necessary to provide Net Revenues required to make debt payments
  - › Less than 60 days of unrestricted cash in operating reserve fund
  - › FY 2024 cashflows budgeted to be insufficient to cover operations and debt service
    - Use of existing reserves to balance budget

# Prior Presentation Recap (cont.)

	Existing	2024	2025	2026	2027	2028
Water System	N/A	80.0%	0.0%	3.5%	3.5%	3.5%
Wastewater System	N/A	120.0%	0.0%	10.0%	10.0%	10.0%
Effective Date	N/A	Aug. 1, 2024	Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027
Average Bill	\$86.09	\$167.66	\$167.66	\$178.07	\$189.30	\$201.42

**Cumulative Average Bill Increase of 134% by 2028**

# Revised Revenue Sufficiency Analysis





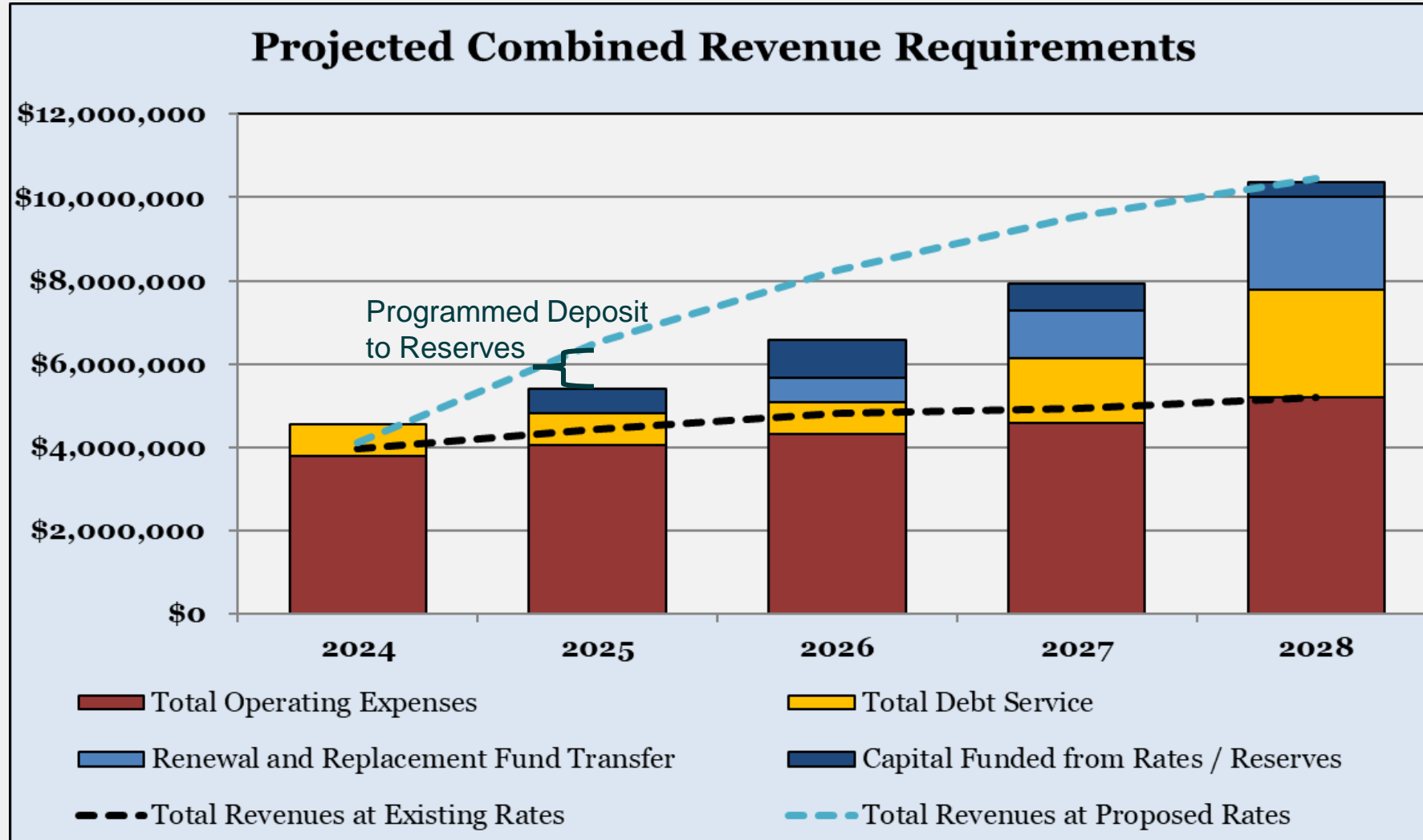
# Updates Since Last Meeting

- City and Consulting Engineers provided information on **\$26 Million** in additional grant funding secured for utility capital projects
  - › Significantly reduced anticipated borrowing for funding capital projects
- Updated projected financing assumptions using updated information from FDEP – lower interest rates from 3.3%-3.8% down to **1.1%-2.1%**
- Grant and debt assumption updates reduced the projected annual debt service payments by approximately \$2.3 million per year by 2029
- Extended timeline to build up adequate operating reserves (3 years from 1 year)
- **Updates provide additional flexibility for rate adjustments compared to prior plan**
  - › Proposed rate trajectory was revised to slightly reduce and phase in rate increases
    - Reduced cumulative bill increases to customers by approximately **22%** by 2028

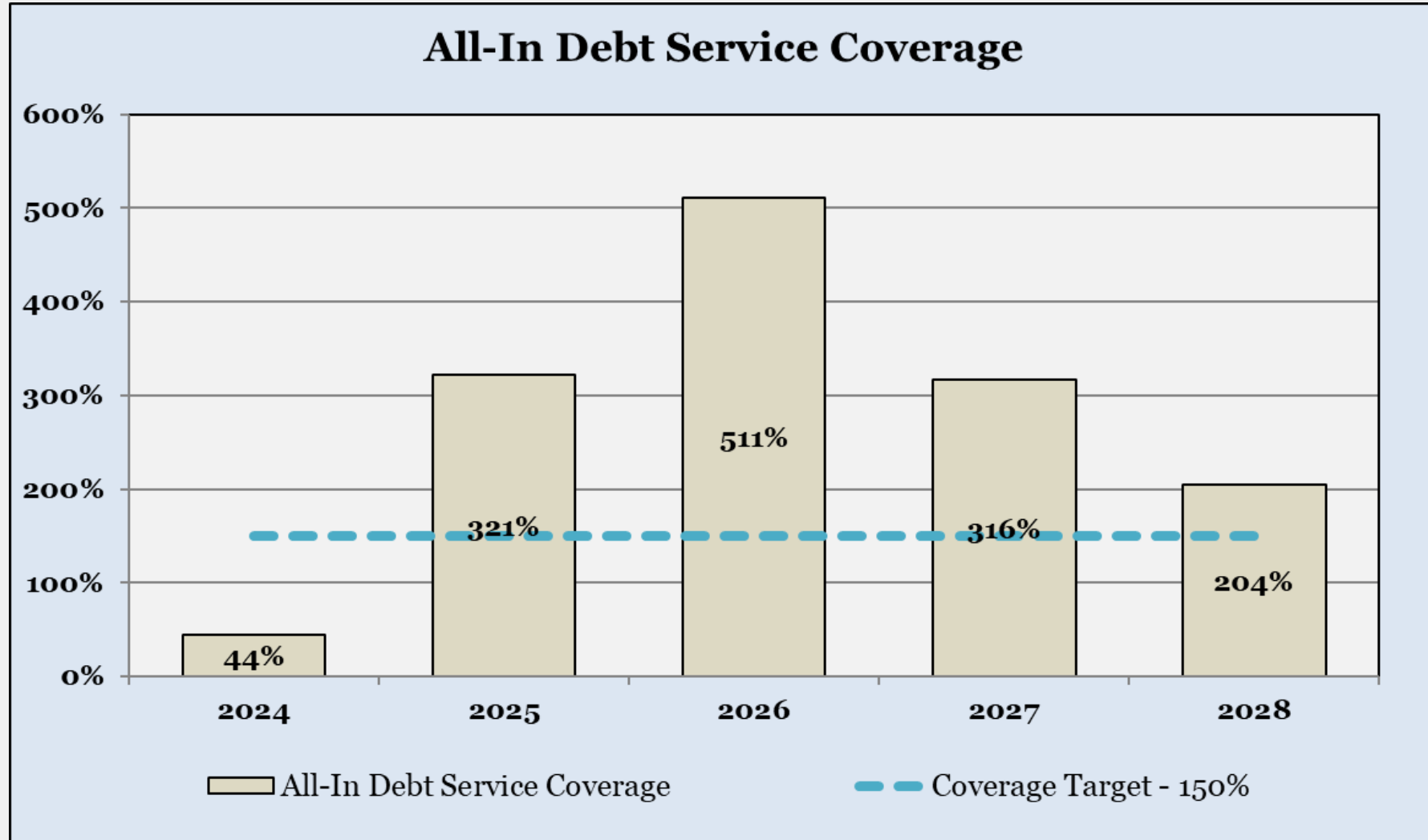
# Proposed Rate Adjustments

Description	Existing	2024	2025	2026	2027	2028
<b><u>Prior Proposal:</u></b>						
Water System	N/A	80.0%	0.0%	3.5%	3.5%	3.5%
Wastewater System	N/A	120.0%	0.0%	10.0%	10.0%	10.0%
Effective Date	N/A	Aug. 1, 2024	Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027
Average Bill	\$86.09	\$167.66	\$167.66	\$178.07	\$189.30	\$201.42
Cumulative Increase	N/A	95%	95%	107%	120%	134%
<b><u>Revised Proposal:</u></b>						
Water System	N/A	50.0%	0.0%	3.5%	3.5%	3.5%
Wastewater System	N/A	50.0%	0.0%	50.0%	25.0%	3.5%
Effective Date	N/A	Sept. 1, 2024	Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027
Average Bill	\$86.09	\$129.14	\$129.14	\$155.80	\$176.61	\$182.79
Cumulative Increase	N/A	50%	50%	81%	105%	112%
<b><u>Overall Changes</u></b>						
Total Bill Reduction	N/A	45%	45%	26%	15%	22%

# Adequacy of Proposed Rates



# Adequacy of Proposed Rates (cont.)



# Revised Connection (Impact) Fee Analysis



# Connection Fee Background

- Connection fees are charged to first time construction or redevelopment that place increased demand on capital facilities
- Purpose of connection fees are to recover growth-related capital costs from new development responsible for such additional costs
- Mitigates growth-related costs from impacting existing users
  - › New growth “pays its own way” for utility infrastructure costs
- Can only be used on expansion-related capital projects or associated debt payments but **not** for renewal and replacement (R&R) projects

# Development of Connection Fee

- Three major components
  - › Amount of expansion-related capital costs to be recovered – net of grants
  - › Capacity of the expansion-related facilities (Gallons per Day)
  - › Level of Service (LOS) apportioned to the ERU requesting capacity



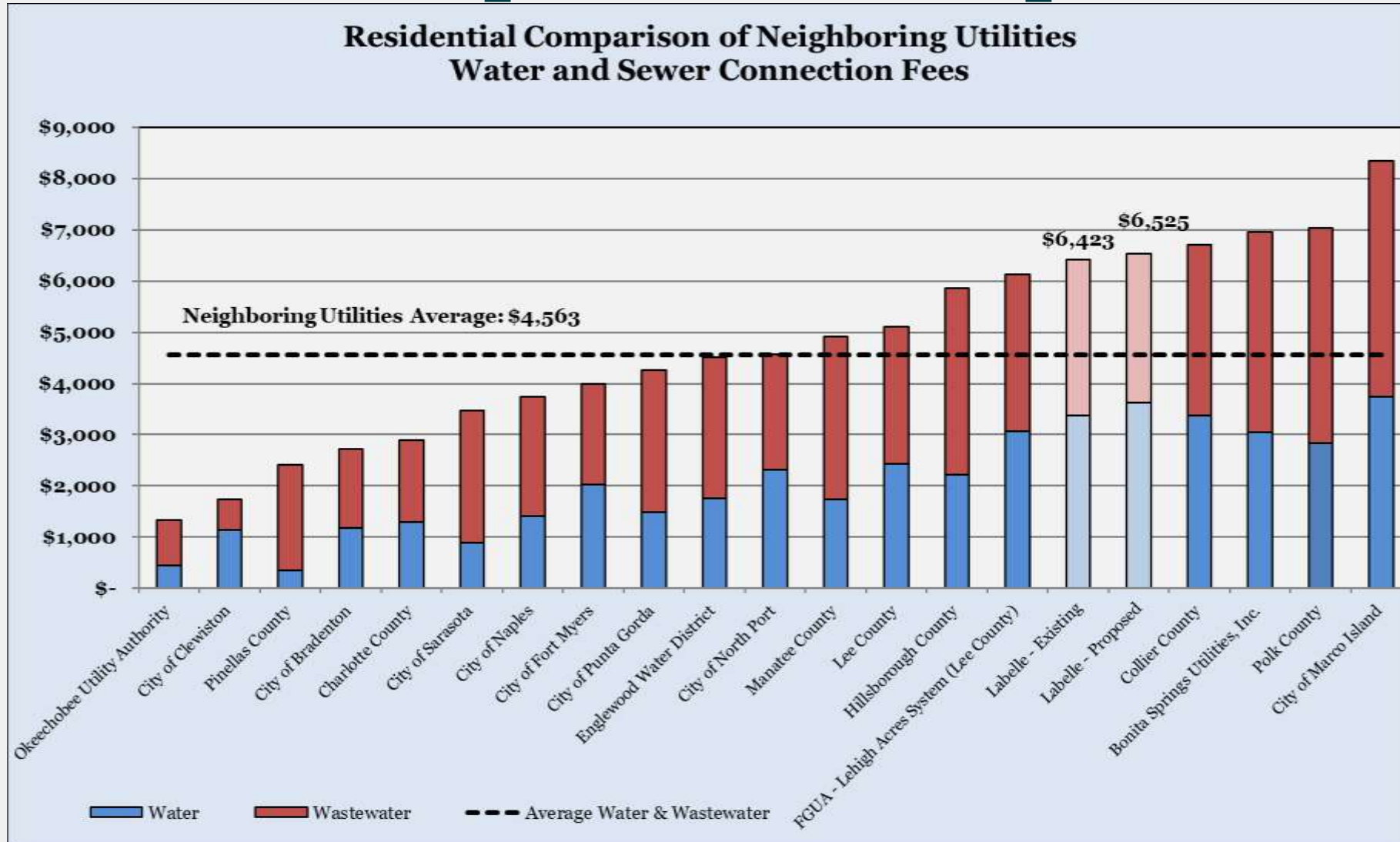


# Proposed Connection Fees

Description	Existing Fees	Proposed Fees [*]	\$ Increase / (Decrease)	% Increase / (Decrease)
<b><u>Prior Proposal – Per Equivalent Residential Unit (ERU):</u></b>				
Water System	\$3,378.24	\$4,052.00	\$673.76	19.9%
Wastewater System	<u>\$3,045.00</u>	<u>\$3,815.00</u>	<u>\$770.00</u>	<u>25.3%</u>
Total	\$6,423.24	\$7,867.00	\$1,443.76	22.5%
<b><u>Revised Proposal – Per Equivalent Residential Unit (ERU):</u></b>				
Water System	\$3,378.24	\$3,627.00	\$248.76	7.4%
Wastewater System	<u>\$3,045.00</u>	<u>\$2,898.00</u>	<u>(\$147.00)</u>	<u>(4.8%)</u>
Total	\$6,423.24	\$6,525.00	\$101.76	1.6%
<b><u>Changes Compared to Prior Proposal:</u></b>				
Water System	N/A	(\$425.00)	(\$425.00)	(12.5%)
Wastewater System	N/A	<u>(\$917.00)</u>	<u>(\$917.00)</u>	<u>(30.1%)</u>
Total	N/A	(\$1,342.00)	(\$1,342.00)	(20.9%)

[\*] Reductions between proposed fee levels due to additional grant funding.

# Connection (Impact) Fee Comparison



# Conclusions and Recommendations



# Observations

- Revenue Sufficiency:
  - › Existing rates are not projected to be sufficient through Fiscal Year 2028
    - Due to increasing operating expenses, capital costs, and additional debt service costs rate adjustments are proposed for Fiscal Years 2024 through 2028
  - › Total grant funding of \$85.6 million (65.8% of CIP) as provided by the City
    - Major assumption – if grant funding decreases, then rates will be impacted
- Connection (Impact) Fees:
  - › Significant capital investment projected - \$130 Million
  - › Proposed fees are slightly higher (mitigated heavily by grant funding)
  - › Increased fees paid by new growth will help shift some cost burden away from existing rate payers

# Recommendations

- Adopt proposed monthly user rate adjustment plan
  - › Adopt first 3 years in support of debt financing activities and to improve financial position
  - › Adopt proposed connection (impact) fees
    - › Implementation pending City determination of fee type
- **Reevaluate forecast plan in mid 2025 -**
  - › Changes in capital project costs and timing
  - › Changes in growth and development
  - › Changes in operations and related costs
  - › Changes in grant funding



**CITY OF LABELLE FEES**

**NEW CHARGES EFFECTIVE NOVEMBER 12, 2020**

**METER CHARGE - INSIDE CITY LIMITS**

5/8 X 3/4" METER	\$ 738.07	W90
1" METER	\$ 994.38	W91
1 1/2" METER	\$ 1,656.44	W92
2" METER	\$ 1,980.31	W93

**MONTHLY FIXED DEMAND CHARGES-IN**

5/8 X 3/4" METER	\$ 35.78	W01
1" METER	\$ 89.46	W02
1 1/2" METER	\$ 178.90	W03
2" METER	\$ 286.21	W04
3" METER	\$ 536.68	W05
4" METER	\$ 894.44	W06
6" METER	\$ 1,788.90	W07

**MONTHLY COMMODITY CHARGES PER 1,000 GALLONS OF WATER** \$ 4.64

**METER CHARGE - OUTSIDE CITY LIMITS**

5/8 X 3/4" METER	\$ 785.81	W94
1" METER	\$ 1,059.00	W95
1 1/2" METER	\$ 1,764.03	W96
2" METER	\$ 2,109.20	W97

**MONTHLY FIXED DEMAND CHARGES-OUT**

5/8 X 3/4" METER	\$ 44.74	W08
1" METER	\$ 111.85	W09
1 1/2" METER	\$ 223.60	W10
2" METER	\$ 357.78	W11
3" METER	\$ 670.81	W12
4" METER	\$ 1,118.05	W13
6" METER	\$ 2,236.13	W14

**MONTHLY COMMODITY CHARGES PER 1,000 GALLONS OF WATER** \$ 5.80

**WATER - INSIDE CITY LIMITS**

IMPACT FEE	\$ 3,378.24	W82
METER 5/8 x 3/4	\$ 738.07	W90
TOTAL	\$ 4,116.31	

**WATER - OUTSIDE CITY LIMITS**

IMPACT FEE	\$ 4,222.80	W83
METER 5/8 x 3/4	\$ 785.81	W94
TOTAL	\$ 5,008.61	

**SEWER - INSIDE CITY LIMITS**

IMPACT FEE	\$ 3,197.25	S82
CONNECTION FEE	\$ 355.77	S83
TOTAL	\$ 3,553.02	

**MONTHLY FIXED DEMAND CHARGES-SEWER**

		<u>RES</u>	<u>COMM</u>
5/8 X 3/4" METER	\$ 22.63	S01	S09
1" METER	\$ 81.71	S02	S10
1 1/2" METER	\$ 163.35	S03	S11
2" METER	\$ 261.37	S04	S12
3" METER	\$ 500.96	S05	S13
4" METER	\$ 609.93	S06	S14
6" METER	\$ 1,633.55	S07	S15

**Monthly Commodity Charge per 1,000 gallons of water at a maximum of 8,000 gallons for residential services. No maximum for commercial services.** \$ 2.68

Turn on fee for new deposits	\$27.00	M01
Normal reconnect Charge	\$27.00	M02
Disconnect Processing Fee / <b>LATE FEE</b>	\$55.00	M03
Reconnect Charge after hours additional charge	\$69.00	M04
Trip Charge	\$15.00	M07

**RECOMMENDATION**

\$ 30.00
\$ 30.00
\$ 80.00
\$ 35.00

**FEES TO ADD TO FEE SCHEDULE**

**PLEASE SEE ATTACHED SHEET**





**DEPOSITS**

Deposit- Water	\$100.00	WDP	\$ 300.00
Deposit- Sewer	\$71.66	SDP	\$ 260.00
Deposit- Garbage	\$50.00	GDP	\$ 50.00

**CURRENT RATE X % INCREASE X 2 (2 MONTHS OF BILLS) = NEW DEP TOTAL**

**CHARGES**

METER	ACTUAL COST OF METER PLUS LABOR
BROKEN/MISSING LOCK	\$ 30.00 M09
BROKEN VALVE	\$ 75.00 M10
RETURNED CHECK	\$ 42.00 NSF

**CULVERTS**

15"x24'	\$ 384.80
BANDS	\$ 36.44
18"x24' (ROUND)	\$ 400.00
INSTALLATION BY CITY	\$ 100.00
7% SALES TAX EXCEPT ON INSTALLATION	



## Maintenance Repairs/Fee's to ADD to FEE SCHED

Section 7, Item F.

- Galvanzized Pipe \$8.36 per foot
- Tail Nut \$11.96
- Riser \$150.08
- Meter Register \$237.74
- Single Meter Box/w lid \$91.89
- Double Meter Box/w lid \$166.51
- Single Lid Only \$29.95
- Double Lid Only \$54.90
- Backflow  $\frac{3}{4}$  \$336.09
- Backflow 2" \$800.91
- Sewer Cap \$7.99
- Sewer Adapter \$16.99
- Angle Valve \$56.90
- Backhoe \$35.00 per hour
- Field Tech \$30.00 per hour
- Corp Stop \$75.97
- Curb Stop \$127.65
- U-Branch \$195.59
- 1" Poly Pipe \$0.70 per foot
- CTS Coupler \$26.80
- Hydrant with bolt and gasket \$3498.23
- 6" Pipe \$16.58 per foot
- 4" Pipe \$6.83 per foot
- 6" Mega Lugs \$81.22 (Meg Lugs have gasket & bolts in box)
- 6x4" Reducer \$87.55
- 4" Sleeve \$81.30

- 4" Mega Lugs \$64.87
- Leak Logger \$75.00  
(1<sup>st</sup> one courtesy)

# Miscellaneous Service Fee's / Policies

## Port LaBelle Utility (Current) Customers - 3,875

Initial connection fees:	\$15.00
Disconnection fee for NP:	\$30 - \$50
Retuned NSF fees:	\$20.00
After hours premise visit:	\$25.00
Late fee:	\$5.00

(\$30 first time in yr)  
  
( After 6 days from due date)

## City of Moore Haven Utility Customers - 1121

Initial connection fees:	\$10.00
Disconnection fee for NP:	\$40.00
Retuned NSF fees:	\$65.00
After hours premise visit:	\$80.00
Late fee:	10% of bill

(After 10 days from due date)

## City of Clewiston Utility Customers - 4300

Initial connection fees:	10
Disconnection fee for NP:	\$25.00
Retuned NSF fees:	\$20.00
After hours premise visit:	\$75.00
Late fee:	0

## Lake Placid Utility Customers - 3200

Initial connection fees:	\$50.00
Disconnection fee for NP:	\$50.00
Retuned NSF fees:	\$25.00
After hours premise visit:	\$100.00
Late fee:	\$5.00

## Sebring Utility Customers - 19,000

Initial connection fees:	\$44.10
Disconnection fee for NP:	\$44.10
Retuned NSF fees:	\$25.00 - \$40.00
After hours premise visit:	\$78.50
Late fee:	10% of bill

(Day after due date)

## City of LaBelle Utility Customers - 2582

Initial connection fees:	\$27
Disconnection fee for NP:	\$55.00
Retuned NSF fees:	\$42 + \$15 trip fee for hand delivery
After hours premise visit:	\$68
Late fee:	0

## PLUS Staff Recommendation **APPROVED**

Initial connection fee:	\$30.00
Disconnection fee for NP:	\$50.00
Return NSF fees:	\$50.00
After Hours premise visit:	\$80.00
Late fee:	\$5.00
Customer fault premise visit during business hrs	\$35.00

6th day after due date  
\$20.20, \$1.55 FICA,  
\$2.74 Retirement,  
\$6.12 Ins. = \$35.00

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Ron DeSantis**  
Governor

**Joseph A. Ladapo, MD, PhD**  
State Surgeon General

**Vision:** To be the **Healthiest State** in the Nation

Dear Applicant:

We are in receipt of your application for permitting to operate a migrant labor camp or residential migrant housing facility. We will process your application as quickly as possible. Should you have any questions, please contact the Florida Department of Health in Hendry County at 863-302-6047.

Please note that operating a migrant labor camp or residential migrant housing in areas not zoned for such facilities may violate local building and zoning laws. Therefore, we suggest you contact the appropriate local planning and zoning offices to make sure that the area you are proposing to operate within is approved for migrant labor camps or residential migrant housing. This will ensure you are in compliance with both state permitting requirements and local building and zoning laws. If you wish to inquire about local building and zoning laws that may apply to the area you are proposing to operate within, please contact the appropriate municipal authority listed below.

City of Clewiston Building Department  
121 Central Avenue  
Clewiston, FL 33440  
Phone: 863-983-1500

City of LaBelle Building Department  
481 West Hickpochee Avenue  
LaBelle, FL 33935  
Phone: 863-675-0492

Hendry County Planning & Zoning  
640 S Main Street  
LaBelle, FL 33935  
Phone: 863-675-5240

**Jennifer Hood MSN, APRN**  
**Administrator/Health Officer**

Florida Department of Health Hendry County  
1140 Pratt Blvd, LaBelle, FL 33935 • (863) 674-4041  
1100 S Olympia, Clewiston, FL 33440 • (863) 983-1408



**Accredited Health Department**  
Public Health Accreditation Board